

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PRO VIDEO ENGINEERING**

THIS CONTRACT is made effective the 8th day of **July, 2022**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**the County**", and **PRO VIDEO ENGINEERING**, with offices at 1901 Wabash Avenue, Northfield, NJ 08225, hereinafter referred to as "**the Contractor**".

RECITALS

WHEREAS, the County has a need for maintenance services for the CCTV System used at certain locations including the County Justice Complex and parking garage, the 2 South Broad Street parking garage, and the County Probation Office; and

WHEREAS, the Contractor represents that it is ready, willing and able to supply said services pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for a period of one (1) year, from February 1, 2022 to January 31, 2023.

2. COMPENSATION. The Contractor shall be compensated in an amount not to exceed \$1,450.00 per month for the service portion of this agreement, with the total contract amount not to exceed \$17,400.00 to include anticipated equipment replacement, installation and necessary upgrades.

The Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for monthly and quarterly maintenance services. Monthly services include but are not limited to updating firmware to recorders, decoders, and keyboard controllers; cleaning of all DVR fans, NVR fans and decoder fans, and cleaning or dusting of all keyboards; performing HDD health checks and UPS battery back-up status checks. Quarterly services include the aforementioned monthly services as well as the cleaning and checking of aim/focus of all garage cameras. These duties, and certain equipment replacement pricing, are set forth in the Contractor's proposal dated March 22, 2022, with the included CCTV Service Agreement Schedule, which are annexed hereto as Attachment A and incorporated herein and made a part of this Contract.

4. FURTHER OBLIGATIONS OF THE CONTRACTOR. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, the Contractor shall provide to the County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

The Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by the Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If the Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by the County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not operate to affect the validity of the indemnification provisions of

this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by the Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned or subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Contractor or subcontractor, if applicable, shall be responsible for, shall keep, save and hold the County harmless from, shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from the Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. The Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. The Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to the County, naming the County as an additional insured.

If the Contractor is a member of a profession that is subject to suit for professional malpractice, then the Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to the County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. The Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of

certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should the Contractor either refuse or neglect to perform the service that the Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by the County by reason of the Contractor's failure to perform, such expense shall be deducted from any payment due to the Contractor. Exercise of such set-off shall not operate to prevent the County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** The Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by the Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by

and interpreted consistent with New Jersey law, and each waives any objection based on forum non conveniens.

19. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that the Contractor is an independent contractor and is not an agent of the County.

20. CONFLICT OF INTEREST. The Contractor declares that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services or sale of goods pursuant to this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. CONFIDENTIALITY. The Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

23. CONTRACT PARTS. This Contract consists of this document and the Contractor's proposal dated March 22, 2022 with the Service Agreement Schedule annexed hereto as Attachment A. If there is a conflict between this Contract and Attachment A, then this Contract shall control.

THIS CONTRACT is made effective the 8th day of **July, 2022**.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Qualified Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

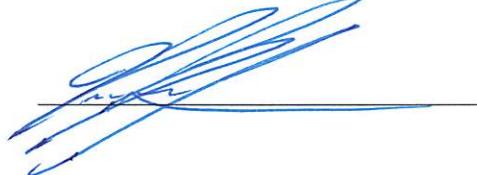
ATTEST:


KIMBERLY LARTER, QPA

COUNTY OF GLOUCESTER


TRACEY N. GIORDANO, CFO

ATTEST:



PRO VIDEO ENGINEERING


By: TIM LONGNECKER
Title: PRESIDENT/FOUNDER



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NJ Business License Burglar and Fire #34BF00044900

Amy Gregg
County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

March 22nd, 2022

Dear Amy,

Thank you for the opportunity to provide you and the County with this CCTV System maintenance Proposal. The agreement will cover the Justice Center and parking garage, 2 South Broad parking only, and Probation.

We are also able to discount the Fixed price items as those actually have had a price decrease over the past few months.

The recording hardware in these locations is still covered under the factory warranty. The Justice Complex Video Display Decoders and Keyboards hardware wise are covered by factory warranty.

We will provide you with fixed pricing for the services listed in the schedule below for both the new equipment as well as some services on the legacy equipment in both locations.

The legacy equipment will be addressed on a proactive cleaning, adjustment basis, with the new equipment being handled as a preventive maintenance basis.

Please review the following equipment schedule and should you have any further questions or concerns please feel free to contact me at any time.

Sincerely yours,

Tim Longnecker, President/Founder
Pro Video Engineering



J. Timothy Longnecker New Jersey DCA License #34BA00102300 Burglar #34FA0084300 Fire



CCTV SERVICE AGREEMENT SCHEDULE

Service schedule: Justice Complex

Monthly service to include: Firmware updates to recorders, decoders, and keyboard controllers. Cleaning of all DVR fans, Decoder fans, clean / dust off all keyboards. Preform monthly HDD health checks to ensure recording functions. Preform monthly UPS battery back-up status checks.

Quarterly service to include all of the monthly items, but in addition all garage cameras will be cleaned.

Service schedule: 2 South Broad Garage

Monthly service to include: Firmware updates to recorders, decoders. Cleaning of all NVR fans, Decoder fans, clean. Preform monthly HDD health checks to ensure recording functions. Preform monthly UPS battery back-up status checks.

Quarterly service to include all of the monthly items, in addition all garage cameras will be cleaned and the aim/focus will be checked.

Service schedule: Old Court House

Monthly service to include: Firmware updates to recorders, decoders, and keyboard controllers. Cleaning of all DVR fans, Decoder fans, clean / dust off all keyboards. Preform monthly HDD health checks to ensure recording functions. Preform monthly UPS battery back-up status checks.

Probation office system:

Monthly service to include: Firmware updates to recorders, decoders, and keyboard controllers. Cleaning of NVR fans, Decoder fans, clean / dust off all keyboards. Preform monthly HDD health checks to ensure recording functions.

Total Cost \$1,450.00 per month Billed Quarterly In-Advance

Fixed price Service items:

Fixed camera replacement
960H analog HD fixed day/night vari focal dome camera at current locations \$315.00

Fixed camera replacement
2 mega pixel HD fixed day/night vari focal dome camera at current locations \$355.00
IP or TVI



J. Timothy Longnecker New Jersey DCA License #34BA00102300 Burglar #34FA0084300 Fire