

**TOWNSHIP OF WARREN
RESOLUTION NO. 2023-049**

**AUTHORIZATION TO EXECUTE PURCHASE ORDER WITH MARMIC ASSOCIATES
NOT TO EXCEED \$44,000**

WHEREAS, by the Township Committee of the Township of Warren, that the Qualified Purchasing Agent (QPA) is authorized to utilize the services of Marmic Associates; and

WHEREAS, the services are for Warren Township's computer maintenance for the municipal building and Public Works Department including monitoring, back up, repair and new installation of computer equipment and other required assignments; and

WHEREAS, the Qualified Purchasing Agent is hereby authorized to execute the purchase order with Marmic Associates not to exceed the amount of \$44,000.00; and

WHEREAS, a certificate showing the availability of funds authorized hereby shall be provided by the Chief Financial Officer and made a part hereof, indicating that the appropriation for the within expenditure is charged to the following account # 3-01-20-100-6014.

BE IT RESOLVED, that the Qualified Purchasing Agent and other Township officials are authorized to execute the necessary purchase order.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
X		LONTAI	X			
		SORDILLO	X			
	X	LAZO	X			
		DINARDO	X			

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on January 26, 2023.

Cathy Reese, RMC
Township Clerk

CHIEF FINANCIAL OFFICER'S CERTIFICATION

I, Karen DeNave, Chief Financial Officer of the Township of Warren, hereby certify that adequate funds are available for the above referenced purchase. Monies are available in account number 3-01-20-100-6014.

Dated: January 27, 2023

Karen DeNave
Chief Financial Officer

**TOWNSHIP OF WARREN
RESOLUTION NO. 2022-102**

AWARD OF CONTRACT – MARMIC ASSOCIATES

WHEREAS, by the Township Committee of the Township of Warren, that the Qualified Purchasing Agent (QPA) is authorized to utilize the services of Marmic Associates; and

WHEREAS, the services are for Warren Township's computer maintenance for the municipal building and Public Works Department including monitoring, back up, repair and new installation of computer equipment and other required assignments; and

WHEREAS, the Qualified Purchasing Agent is hereby authorized to execute the purchase order with Marmic Associates not to exceed the amount of \$44,000.00; and

WHEREAS a certificate showing the availability of funds authorized hereby shall be provided by the Chief Financial Officer and made a part hereof, indicating that the appropriation for the within expenditure is charged to the following account # 2-01-20-100-6014.

BE IT RESOLVED, that the Qualified Purchasing Agent and other Township officials are authorized to execute the necessary purchase order.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
X		MAZIARZ	X			
		MARION			X	
		LAZO	X			
	X	DINARDO	X			
		SORDILLO	X			

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on April 14, 2022.

Cathy Reese, RMC
Township Clerk

CHIEF FINANCIAL OFFICER'S CERTIFICATION

I, Karen DeNave, Chief Financial Officer of the Township of Warren, hereby certify that adequate funds are available for the above referenced purchase. Monies are available in account number 2-01-20-100-6014.

Dated: April 18, 2022

Karen DeNave
Chief Financial Officer

**TOWNSHIP OF WARREN
RESOLUTION NO. 2021-130
AWARD OF CONTRACT – MARMIC ASSOCIATES**

WHEREAS, by the Township Committee of the Township of Warren, that the Qualified Purchasing Agent (QPA) is authorized to utilize the service of Marmic Associates; and

WHEREAS, the services are for Warren Township's computer maintenance for the municipal building and Public Works Department including monitoring, back up, repair and new installation of computer equipment and other required assignments; and

WHEREAS, the Qualified Purchasing Agent is hereby authorized to execute the purchase order with Marmic Associates not to exceed the amount of \$44,000.00; and

WHEREAS a certificate showing the availability of funds authorized hereby shall be provided by the Chief Financial Officer and made a part hereof, indicating that the appropriation for the within expenditure is charged to the following account # 1-01-20-100-6014.

BE IT RESOLVED, that the Qualified Purchasing Agent and other Township officials are authorized to execute the necessary purchase order.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
X		MAZIARZ	X			
		MARION			X	
		DINARDO	X			
	X	SORDILLO	X			
		LAZO	X			

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on May 13, 2021.

Cathy Reese, RMC
Township Clerk

CHIEF FINANCIAL OFFICER'S CERTIFICATION

I, KAREN DENAVE, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WARREN, HEREBY CERTIFY THAT ADEQUATE FUNDS ARE AVAILABLE FOR THE ABOVE REFERENCED PURCHASE. MONIES ARE AVAILABLE IN ACCOUNT #1-01-20-100-6014.

DATED: MAY 13, 2021

KAREN DENAVE
CHIEF FINANCIAL OFFICER

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date indicated below between:

THE TOWNSHIP OF WARREN (the "Township"), having an address at 46 Mountain Boulevard, Warren, New Jersey 07059

AND

MARMIC ASSOCIATES, INC., ("Marmic") having an address at 13 Sneider Road, Warren New Jersey 07059.

For purposes of this Agreement and unless otherwise provided, the Township and Marmic are individually referred to herein as a "Party" and shall collectively be referred to as the "Parties". The term "Township" shall be deemed to include individual members of the Township Committee.

WITNESSETH:

WHEREAS, Marmic will be providing technical support to the Township with regard to the use, support and maintenance of certain computers and other electronic devices to be used by the Township (the "Services"); and

WHEREAS, in the course of providing these Services, Marmic will have access to certain confidential information regarding both the Township and the members of the Township Committee.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

SECTION 1. DEFINITIONS

The term "Service Provider" will refer to any employee, subcontractor, agent or other individual affiliated with Marmic who has access to Township data and information.

The term "Covered Data and Information" will refer to any data and information to which any Service Provider may have access during the course of his or her providing the Services to the Township, including passwords, user identification or other information that may

be used to access information systems, whether those systems belong to the Township or to the members of the Township Committee.

SECTION 2. PROHIBITION ON UNAUTHORIZED USE AND DISCLOSURE.

In exchange for the Township's employment of Marmic to provide the Services to the Township as described above, Marmic agrees to require its Service Providers to do the following:

- a. To take every precaution to prevent unnecessary or unauthorized access to any Covered Data and Information;
- b. To limit access to the Covered Data and Information contained in or obtained from information systems to authorized persons;
- c. To treat all Covered Data and Information encountered in the performance of Marmic's duties as confidential unless and until advised otherwise by the Township;
- d. To notify the Township before taking any action which might compromise the confidentiality of the Covered Data and Information;
- e. To avoid any sharing, recording, transmission, alteration or deletion of any Covered Data and Information in the information systems except as required in the performance of Marmic's duties.
- f. To promptly report to the Township any possible violations of the terms of this Agreement.

SECTION 3. TERM

This Agreement shall take effect on the date of execution hereof, and shall continue for the duration of the time during which Marmic is retained by the Township to provide the Services as described herein, and for a term of two (2) years from the date of termination of the Services.

SECTION 4. STANDARD OF CARE

Marmic shall take all necessary and appropriate action to safeguard any Covered Data and Information from disclosure to anyone other than as permitted hereby and, at a minimum, to use efforts commensurate with those that Marmic employs for protecting the confidentiality of corresponding information of its own, but in no event less than reasonable care.

SECTION 5. DISCLOSURE OF INFORMATION

Covered Data and Information shall only be disclosed by Marmic as permitted or required by this Agreement, if required by law, or if authorized in writing by the Township, in the case of Township-related Covered Data and Information, or by a member of the Township Committee, in the case of Covered Data and Information related solely and specifically to that member of the Township Committee. The Township may not authorize the disclosure of any Covered Data and Information relating to a member of the Township Committee, nor may a member or members of the Township Committee authorize disclosure of any Township-related Covered Data and Information unless such action is taken by formal action authorized by a duly adopted Resolution of the Township Committee.

SECTION 6. INDEMNITY

Marmic shall defend and hold the Township harmless from any and all claims, liabilities, damages, or judgments involving a third party, including costs and attorneys fees, which result from Marmic's failure to meet any of its obligations under this Agreement.

SECTION 7. WAIVER

Any failure or delay in exercising any rights, power or privilege hereunder will not operate as a waiver thereof, nor will any single or partial exercise preclude any further exercise thereof.

SECTION 8. SEVERABILITY

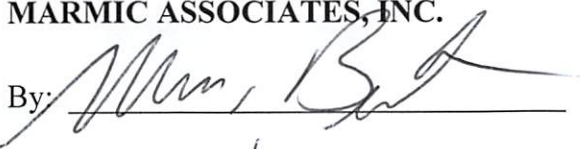
If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

SECTION 9. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date and year indicated below.

MARMIC ASSOCIATES, INC.

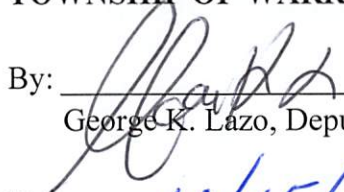
By: 

Print Name: Michael I Buttrico

Title: President

Date: 10-26-15

TOWNSHIP OF WARREN

By: 

George K. Lazo, Deputy Mayor

Date: 10/15/15