



Board of County Commissioners

Administrative Committee

RESOLUTION AUTHORIZING A CONTRACT MODIFICATION AND RELEASE AGREEMENT WITH UNLIMITED OFFICE SOLUTIONS LLC D/B/A GREEN TECHNOLOGY SERVICES

WHEREAS, the County of Salem contracts with Unlimited Office Solutions, LLC dba Green Technology Services for Information Technology Platform Management; and

WHEREAS, the County of Salem desires to transition the management of information technology in-house; and

WHEREAS, both parties have agreed to modify the contract; and

WHEREAS, Salem County shall now migrate all server backups and files to the County's internal servers and systems in accordance with the attached agreement; and

WHEREAS, Unlimited Office Solutions will reduce the contract price by \$22.00 per device per month; and

WHEREAS, as each server backup is migrated to the County's internal servers the invoice will reflect the reduction in the billing month immediately following the 30 days after the receipt of written notification from the County.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Board of County Commissioners that the Commissioner Director is authorized to sign a contract modification and release agreement with Unlimited Office Solutions

I hereby certify the foregoing to be a true resolution adopted by the Salem County Board of County Commissioners on September 18, 2024.

Signature of Stacy L. Pennington, Clerk of the Board

RECORD OF VOTE

Table with 7 columns: COMMISSIONER, RESOLUTION MOVED, RESOLUTION SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows for E. Ramsay, C. Taylor, D. Timmerman, G. Ostrum Jr., B. Laury.

✓ Indicates Vote

Department Initials _____

CONTRACT MODIFICATION AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement and its Exhibits (collectively, "Agreement") is made and entered into as of the last day set forth on the signature page ("Effective Date") by and between Unlimited Office Solutions LLC d/b/a Green Technology Services, and Gary Green its Chief Executive Officer in his capacity as an agent and in his individual capacity ("Green"), on the one hand (individually a party, and collectively, the "Parties") and The County of Salem ("Salem County") on the other hand, by and through its authorized representatives, for the purpose of modifying the terms, rights, and responsibilities of the parties as set forth in the contract entered into between them on the 1st day of _____ October _____, 2024 to perform and host server backups and file backups, and restores of aforementioned backups, and is attached hereto as **EXHIBIT A**.

RECITALS

This Agreement is entered into with reference to the following facts;

- A. Unlimited Office Solutions LLC, d/b/a Green Technology Services, and its Chief Executive Officer Gary Green, currently contract with the county of Salem to perform and host server backups and file backups and other internet and technical services to the county of Salem for an agreed upon fee.
- B. As the result of an agreement between the parties to modify the aforementioned contract that they wish to memorialize in writing, they have agreed to the following terms; Salem County shall now migrate all server backups and files to their own internal servers and systems, and will be responsible for maintaining all server backups and file backups, and restores of aforementioned backups, with no assistance or responsibility therefore on the part of Green. As the parties agree that Unlimited Office Solutions LLC d/b/a Green Technology Services and its Chief Executive Officer, Gary Green will no longer be performing that function, and the existing backup and data history will be transferred to Salem County.
- C. As such, the parties have decided to modify certain portions of the contract, and to enter into this release to hereby forever waive and discharge any and all liability, and responsibility on the part of Unlimited Office Solutions LLC d/b/a Green Technology Services and its Chief Executive Officer, Gary Green, and all future liability and financial responsibility for any and all damage or loss to the aforementioned data and backups, whatsoever. Any terms in the contract attached hereto as **EXHIBIT A** regarding the subject matter of this modification not addressed herein shall remain in full force and effect unless and until modified in a writing executed by the parties pursuant to the terms of the contract for the existing backup data history on the part of the County of Salem.
- D. The parties agree that Green Technology Services will reduce the contract price by the sum of \$22.00 per device per month. In addition, as each server backup comes off the account, Green Technology Services will invoice for only an additional month

from the Notice of Transfer. Said Notice of Transfer must be sent by the County of Salem, to Green Technology Services at the address set forth in the parties' contract to be effective.

- E. Each Party to this Modification Agreement is fully apprised of the facts set forth in these Recitals and of the facts and disagreements, and in all other aspects of the dispute between or among the Parties, whether contained herein or not.

AGREEMENTS. RELEASES. AND PROMISES

THEREFORE, in Consideration of the facts and general releases and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows

1. **Alteration of Contract Terms:** The parties agree that Green Technology Services will reduce the contract price by the sum of \$22.00 per device, per month. In addition, as each server comes off the account, Green Technology Services will invoice for only an additional month from the Notice of Transfer. Said Notice of Transfer must be sent by the County of Salem, to Green Technology Services at the address set forth in the parties' contract to be effective.
2. The County of Salem shall now migrate all server backups and files to their own internal servers and systems, and shall be responsible for maintaining all server backups and file backups, and restores of aforementioned backups, with no assistance or responsibility therefore on the part of Green.
3. **Attorneys' Fees:** Each Party shall bear their own attorneys' fees and costs incurred with respect to this agreement. If any Party hereto commences any action arising out of this Agreement, including, without limitation, any action to enforce or interpret this Agreement, the prevailing party or parties in such action shall be entitled to recover its reasonable attorney's fees and other expenses incurred in such action. Any award of attorney's fees hereunder shall not be computed according to any court schedule, but, instead, shall be in such amount as to fully reimburse all attorney's fees actually incurred, as it is the intention of all Parties to compensate fully the prevailing party for all attorney's fees paid or incurred in good faith in enforcing this agreement.
4. **Confidentiality:** The Parties and their attorneys represent, warrant and agree that the terms and contents of this Agreement and all information and evidence elicited or exchanged during the Action and in negotiating this Agreement are and shall be treated as confidential and shall not be disclosed, in any way used or described or characterized to any other person or entity except as follows: (a) The parties may only disclose the contents or terms of the Agreement to their accountants and other tax preparers, to the Internal Revenue Service, to their attorneys, or if otherwise compelled by a court of law. This confidentiality provision and agreement is a material term of this Agreement, breach of which the Parties hereby agree will cause the Parties irreparable harm. If a Party or a Party's attorneys are required by an appropriate order of a competent court to disclose the terms of this Agreement to individuals other than those set forth above,

that Party shall notify the Parties and counsel for all other Parties, in writing, at least fifteen (15) days prior to such disclosure.

5. Release by the Parties: Except for the obligations and rights expressly set forth and reserved in this Agreement, in consideration of the recitals, covenants and agreements set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, upon the Effective Date of this Agreement, The County of Salem, for and on behalf of themselves and their successors hereby unconditionally, irrevocably, forever and fully releases, acquits, and forever discharges Unlimited Office Solutions LLC d/b/a Green Technology Services and its Chief Executive Officer, Gary Green, of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees) which were or could have been raised in, arise out of, relate to, or in anyway,, directly or indirectly, involve the responsibilities, services and processes set forth in this Modification Agreement.
6. Release Limitations: This Agreement does not release claims arising out of the failure of any Party to perform in conformity with the terms of the original contract that have not been modified.
7. Warranties and Representations: The Parties hereto warrant and represent that (a) he, she, or it is the sole owner of all rights, claims, damages, actions, causes of action, suits and defenses, as the case may be, at law or in equity, he, she, or it has or may have or that were asserted or could have been asserted in the action, and (b) he, she, or it has not assigned, transferred, conveyed, or purported to assign, transfer, or convey to any person or entity any right, claim, action, cause of action, suit (at law or in equity), defense, demand, debt, liability, account, or obligation herein released, or any part thereof, or which would, absent such assignment, transfer or conveyance, be subject to the releases set forth in this Agreement.
8. Acknowledgments: Each of the Parties acknowledge and agree that:
 - a. This Agreement is entered into and executed voluntarily by each of the Parties hereto and without any duress or undue influence on the part of, or on behalf of, any such Party.
 - b. Each of the Parties hereto has been represented by counsel of its/their own choice, or has had the opportunity to be represented by counsel and to seek advice in connection with the negotiations for, and in the preparation of, this Agreement and that he, she, or it has read this Agreement and that he, she or it is fully aware of its contents and legal effects. All Parties who are representing themselves are warned to obtain the advice of an attorney before signing this Agreement.

- c. The drafting and negotiation of this Agreement has been undertaken by all Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the parties hereto with no presumption in favor of one party over another in the event of any ambiguity.
9. Tax Consequences: This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the modifications and payments set forth in this Agreement reflect the settlement of disputed legal claims and make no representations regarding the Agreement's tax consequences. The parties, however, specifically agree that they are solely responsible for any and all taxes, interest and penalties due and owing, if any, should the payments or any portion thereof, be taxable.
10. Severability: If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.
11. Binding Effect: This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.
12. Governing Law: This Agreement shall be governed by the laws of the State of New Jersey and any question arising hereunder shall be construed or determined according to such law.
13. Further Assurances: The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. The Parties further agree to give reasonable cooperation and assistance to any other party or parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.
14. Counterparts: This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.
15. Integration Clause: This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment Of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.
16. Time Is Of The Essence: Time is of the essence with respect to the performance of

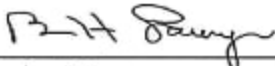
any and all provisions of this Agreement.

17. Headings and Captions: The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope of intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
18. Effective Date: This Agreement shall be deemed effective on the Date that it is signed by all Parties hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the date set forth opposite his, her, or its name below. The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.

Dated: _____, 2024



Authorized Representative of
The County of Salem

Name: Benjamin Laury
Title: Commissioner
Director

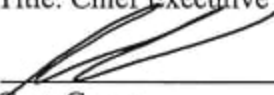
Dated: _____ 10/3, 2024



Authorized Representative of
Unlimited Office Solutions LLC

Name: Gary Green
Title: Chief Executive Officer

Dated: _____ 10/3, 2024



Gary Green
In his Individual Capacity