

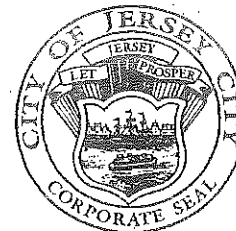
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-595

Agenda No. 10.1

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2019 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2019 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total year to date amount of temporary budget appropriations for fiscal year 2019 indicated in resolution 19-543 was incorrect and the correct amount is \$387,101,219.

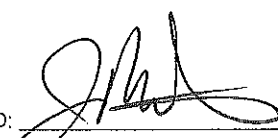
WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$392,813,319.**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

SEE ATTACHED

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2019 Municipal Budget.

APPROVED:  _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY
APPROPRIATION**

DESCRIPTION:	ACCOUNT:	FROM:	TO:
COLLECTIONS O/E	20-145	\$70,000	\$80,000
AUTOMOTIVE SERVICES O/E	26-315	\$2,950,000	\$3,350,000
PARKS MAINTENANCE O/E	28-375	\$400,000	\$500,000
BUILDINGS AND STREET O/E	26-291	\$1,975,000	\$2,275,000
DPW DIRECTOR'S OFFICE O/E	26-290	\$10,700,000	\$12,700,000
SANITATION O/E	26-292	\$650,000	\$750,000
FOOD & NUTRITION O/E	27-337	\$25,000	\$40,000
HHS DIRECTOR'S OFFICE O/E	27-330	\$175,000	\$275,000
HEDC DIRECTOR'S OFFICE O/E	20-170	\$50,000	\$64,000
CITY PLANNING O/E	21-181	\$50,000	\$60,000
ZONING O/E	21-186	\$10,000	\$13,000
CONSTRUCTION CODE O/E	22-197	\$38,000	\$51,000
COMMERCE O/E	22-197	\$10,000	\$14,000
HOUSING PRESERVATION O/E	22-194	\$23,500	\$32,000
RECREATION O/E	28-370	\$300,000	\$400,000
PURCHASING O/E	20-102	\$35,000	\$52,200
INSUR.ALL-DEPTS	23-210	\$8,000,000	\$10,000,000
CELEBRATE PUBLIC EVENTS O/E	30-412	\$295,000	\$325,000
CLEAN COMMUNITIES	GRANT	\$0	\$414,400
WOMEN'S SUFFRAGE (NJCH)	GRANT	\$0	\$20,000
UASI (FF16 ADDT.FUNDING)	GRANT	\$0	\$50,000
AHA COMMUNITY IMPACT	GRANT	\$0	\$3,000
TOTAL INCREASE:			\$5,712,100

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

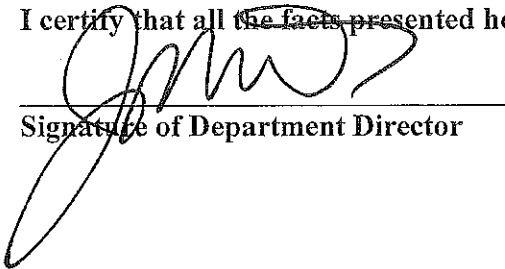
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/10/2019
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-596

Agenda No. 10.2

Approved: _____

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE WEST SIDE AVENUE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 18-131** the City of Jersey City established the West Side Avenue Special Improvement District (WSASID) to be operated by the West Side Avenue Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of West Side Avenue Special Improvement District has submitted its 2019-2020 fiscal year budget, July 1, 2019– June 30, 2020 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 of the West Side Avenue Special Improvement District, attached hereto as Exhibit A, was approved by the West Side Avenue Special Improvement District at its June 6, 2019 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 19-596

Agenda No. 10.2

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2019.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE WEST SIDE AVENUE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE WEST SIDE AVENUE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/9/19

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-597

Agenda No. 10.3

Approved: _____

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of June 12, 2019 the Municipal Council of the City of Jersey City introduced and approved the McGinley Square Special Improvements District following budget for the period July 1, 2019 through June 30, 2020, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on July 17, 2019; and

WHEREAS, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

WHEREAS, all persons having an interest in the budget were given the opportunity to present objections; and

WHEREAS, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

WHEREAS, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The McGinley Square Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$86,536.51 for the McGinley Square Special Improvement District for the period July 1, 2019 through June 30, 2020, which sum shall be raised by taxation during the period July 1, 2019 through June 30, 2020.

City Clerk File No. Res. 19-597

Agenda No. 10.3

TITLE:

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.

3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.

4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the McGinley Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-17-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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Full Title of Ordinance/Resolution

RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY.

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jenj.org	201 547-5149

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO ADOPTING AND RATIFYING THE 2019 - 2020 BUDGET FOR MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/9/

Date

The 2019-20 McGinley Square Partnership budget below was duly approved at the Annual/Organizational Meeting of the Members on May 2, 2019, and is submitted to the City of Jersey City for approval.

PROPOSED 2019-20 MCGINLEY SQUARE PARTNERSHIP BUDGET		
	Proposed Budget	
<u>REVENUES</u>	<u>2019-20</u>	<u>2019-20 NOTES</u>
Cash on Hand	12,000.00	projection for 2019-20 based on 2018-19 projected "carryover"
2017-18 SID taxes	72,336.51	2018-19 payments received through Nov, 2018?
Banners/CCEF/Misc (Mktg)	1,200.00	profit from 20 banners, CCEF grants, etc.
"Favorites" Awards Reception (Mktg)	<u>1,000.00</u>	2018-19 assumes admission covers cost; 2019-20 assumes reception profit, ad journal?
TOTAL REVENUE	86,536.51	
<u>EXPENSES</u>		
Rent	7,700.00	same as 2018-19 including extra \$500 for A/C during 5 summer months
Insurance*	2,400.00	same as 2018-19: both general liability and directors/officers liability policies
Office Supplies	1,000.00	same as 2018-19: assumes new computer & software will be purchased in FY 2019-20
Audit/Tax Return	3,500.00	\$500 reduction from 2018-19
Telephone/Fax/Internet	<u>1,400.00</u>	\$600 reduction from 2018-19
Subtotal	16,000.00	
*Management (on-site/consultant)	45,000.00	same as 2018-19, including website updates
<u>Marketing</u>		
Social Media Marketing	10,000.00	2018-19: Cusolito pd for 5 mos, but same \$10,000 budget for 2019-20
Website	236.00	same as 2018-19: Domain Name-\$20; Square Space webhost-\$216; updates part of FTM mgmt service
Holiday Lights-2018	<u>2,500.00</u>	same as 2018-19
Total Marketing Subtotal	12,736.00	
Reserve	<u>12,800.51</u>	Board's discretionary fund for non-appropriated projects (need to update computer & software)
TOTAL EXPENSES	86,536.51	

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-598

Agenda No: 10.4

Approved: _____

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL _____ offered and moved adoption of the following Resolution:

WHEREAS, on June 24, 2019 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the McGinley Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

WHEREAS, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

WHEREAS, on July 17, 2019, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

WHEREAS, the Municipal Council considered the comments at the public hearing; and

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the McGinley Square Special Improvement District for the budget year July 1, 2019 through June 30, 2020; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the McGinley Square Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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Full Title of Ordinance/Resolution

RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY
--

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jenj.org	201 547-5149

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO ACCEPT THE 2020 ASSESSMENT ROLL FOR MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/9/16
Date

**PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 MCGINLEY SQUARE SID ASSESSMENT ROLL**

Block	Lot	Qual	Owner	Property Location	Bill Amt
13303	18		2 GLENWOOD AVE., LLC,%N.OSTROW,INC	2 GLENWOOD AVE.	\$902.58
13502	27		256 SUMMIT AVENUE, L.L.C.	256 SUMMIT AVE.	\$1,140.63
15003	27		264 FAIRMOUNT OPPORTUNITY,LLC%N.OSTR	264 FAIRMOUNT AVE.	\$329.60
15004	21		289 MONTICELLO AVE LLC	289 MONTICELLO AVE.	\$562.91
13502	24		646 MONTGOMERY LLC	646 MONTGOMERY ST.	\$370.34
13502	26	C0101	650 MONTGOMERY HOLDING, LLC	650 MONTGOMERY ST.	\$281.45
16502	27	C8001	673-675 BERGEN, L.L.C.	673 BERGEN AVE.	\$296.27
15102	28		7 JORDAN LLC	6 JORDAN AVE.	\$370.34
15002	7		704 BERGEN AVE.,LLC%N.OSTROW,INC.	704 BERGEN AVE.	\$370.34
16501	25		709 BERGEN LLC	709 BERGEN AVE.	\$262.35
16501	24		711 BERGEN AVE., L.L.C.	711 BERGEN AVE.	\$520.25
15004	15.01		711 MONTGOMERY, LLC.	711 MONTGOMERY ST.	\$1,998.33
16501	23		713-715 BERGEN REALTY-%JASCO MGMNT	713 BERGEN AVE.	\$875.92
15003	1		716-18 BERGEN AVE.LLC,%N.OSTROW,INC	716-718 BERGEN AVE	\$1,314.39
15003	2.01		720-726 BERGEN AVE.URBAN RENEW.LLC	280 FAIRMOUNT AVE.	\$1,411.87
16501	20		725 BERGEN AVENUE, LLC %KABR GROUP,	725 BERGEN AVE.	\$409.44
16501	19		725 BERGEN AVENUE,LLC	727 BERGEN AVE.	\$406.48
15004	12		729-735 MONTGOMERY STREET, LLC	733 MONTGOMERY ST.	\$592.54
15004	13		729-735 MONTGOMERY STREET, LLC	729 MONTGOMERY ST.	\$732.08
15004	7		740 BERGEN, LLC	740 BERGEN AVE.	\$1,335.58
15004	8		742 BERGEN, LLC	742-744 BERGEN AVE.	\$634.46
14904	9		749 BERGEN AVE.,LLC	749 BERGEN AVE.	\$370.34
14904	8		751 BERGEN AVENUE LLC.	751 BERGEN AVE.	\$371.82
14904	6		755-757 BERGEN AV CORP C/O J JA KIM	755-7 BERGEN AVE.	\$2,549.39
14904	1	C8001	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$422.18
14904	1	C8002	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$422.18
15002	17.01		AFSF ASSOCIATES, LLC	263 FAIRMOUNT AVE.	\$740.67
15002	5.01		AFSF ASSOCIATES, LLC	275 FAIRMOUNT AVE.	\$2,036.84
16501	28		ALAVA, BEATRIZ	703 BERGEN AVE.	\$246.94
15004	26		AMF REAL ESTATE, LLC	104 STORMS AVE.	\$1,066.56
15004	18		BAKI, EMAD & HAIDY	297 MONTICELLO AVE.	\$500.69
15004	19		BAKI, EMAD & HAIDY	295 MONTICELLO AVE.	\$565.87
16502	26	C8001	BANDI JC. LLC.	677 BERGEN AVE.	\$296.27
14904	3		BARDACK, ALLAN ROY & RUBY CABATO	761 MONTGOMERY ST.	\$370.34
16502	28		BERGEN HALB LLC	669 BERGEN AVE.	\$1,035.31
14904	10		C.A.U.S.E. INC. %THEODORE B. KING	739 BERGEN AVE.	\$800.52
15103	2		C.H.A.R.A.,LLC	641 MONTGOMERY ST.	\$574.76
15004	14		CALABRESE,M. & COSTA,D.	725 MONTGOMERY ST.	\$1,348.02
15004	5	C8006	CLARK, MICHAEL	124-130 STORMS AVE.	\$207.39
15004	20		COLARUSSO, JOHN J.	291 MONTICELLO AVE.	\$592.54
16502	17		CRUZ, RAMON E.	695 BERGEN AVE.	\$266.64
15004	16		CUPO, ASSUNTA	47 ORCHARD ST.	\$370.34
15003	5		DAEBOK LIMITED LIABILITY COMPANY	732 BERGEN AVE.	\$1,051.75
15102	7		DE CRESCA, ELLIS N.	667-669 MONTGOMERY ST.	\$743.63
15102	6		DE CRESCE, ELLIS N. & GRACE	671 MONTGOMERY ST.	\$370.48

**PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 MCGINLEY SQUARE SID ASSESSMENT ROLL**

Block	Lot	Qual	Owner	Property Location	Bill Amt
15003	3		DIAZ,JUSTO E.,FERMIN,PEDRO,M. & J.	728 BERGEN AVE.	\$341.45
15002	1		EPOMONIE INVESTMENTS, INC.	682-686 BERGEN AVE.	\$2,269.71
15003	4		GHATAS, VICTOR & FOTINI	730 BERGEN AVE.	\$370.34
15003	25		HBC PROPERTIES, LLC	260 FAIRMOUNT AVE.	\$370.34
16502	18		HUDCO BERGEN, LLC	693 BERGEN AVE.	\$264.12
15003	28		JIMENEZ, GLADYS A.	266 FAIRMOUNT AVE.	\$370.34
16501	30		KAYIAROS, PETER	699 BERGEN AVE.	\$246.94
15001	3		KHEYMAN, JOHN & BORIS	672 BERGEN AVE.	\$370.34
14904	7		KIM, CHONG MAN	753 BERGEN AVE.	\$368.85
15004	36		KIM, CHONG MAN	122 STORMS AVE.	\$370.34
14904	4		KIM, HYE JEONG	759 MONTGOMERY ST.	\$370.34
15004	35		KIM, JOHN C. & SEUNG HEE	120 STORMS AVE.	\$391.07
16501	27		KOTLER, ARCADY & ELINA	705 BERGEN AVE.	\$264.72
14904	11		KRAUSE, STANLEY	737 BERGEN AVE.	\$312.12
15102	2		LEELA PROP. & MANAGEMENT ASSOC. LLC	679 MONTGOMERY ST.	\$370.48
15102	3		LEELA PROP. & MANAGEMENT ASSOC. LLC	677 MONTGOMERY ST.	\$370.48
15001	2		LIN, ZHUANGHANG	670 BERGEN AVE.	\$663.49
15004	5	C8001	LISBO, RENIE	124-130 STORMS AVE.	\$207.39
15004	5	C8002	LISBO, RENIE	124-130 STORMS AVE.	\$207.39
15004	5	C8005	LOPEZ, LUJIS E.	124-130 STORMS AVE.	\$207.39
16501	21		MCGINLEY SQUARE GROUP LLC	723 BERGEN AVE.	\$306.19
16501	22		MCGINLEY SQUARE GROUP, LLC	719-721 BERGEN AVE.	\$627.05
15102	1		MCGINLEY SQUARE PROPERTIES LLC	681 MONTGOMERY ST	\$1,303.58
14904	5		MCGINLEY SQUARE VENTURES, LLC	755 MONTGOMERY ST.	\$656.68
14901	21		MICHELMAN BERGEN CENTER, LLC	759-789 BERGEN AVE.	\$6,661.14
15002	3		MONITCELLO EQUITY PROPERTIES LLC	692 BERGEN AVE.	\$432.55
15101	1		MONTGOMERY ST. PROP. LLC	685-689 MONTGOMERY STRE	\$933.84
15101	2		MONTGOMERY ST. PROPERTIES, LLC	683 MONTGOMERY ST.	\$548.10
15002	2		MONTICELLO EQUITY PROPERTIES LLC	690 BERGEN AVE.	\$636.98
15002	19		MONTICELLO EQUITY PROPERTIES LLC	241 FAIRMOUNT AVE.	\$3,299.98
14904	12		NAMKUNG, JIN & JUNE	735 BERGEN AVE.	\$370.34
13502	22		NES REALTY, L.L.C.	642 MONTGOMERY ST.	\$398.78
15101	3		ORCHARD STREET PROPERTIES, L.L.C.	52 ORCHARD ST.	\$1,244.33
15102	4		PATEL ESTATES INC.	675 MONTGOMERY ST.	\$370.48
15102	5		PATEL ESTATES INC.	673 MONTGOMERY ST.	\$740.97
15102	8		PATEL, VRAJESH & BHUMIKA	663 MONTGOMERY ST.	\$379.07
14904	2		PHOENIX DESIGN, LLC.	763 MONTGOMERY ST.	\$370.34
15001	1		RASEM, SAADAH	666 BERGEN AVE.	\$447.51
15102	27	C0102	RUSHIN REALTY, LLC	4 JORDAN AVE.	\$370.34
15004	9		S.C.S. REALTY CORP.	746 BERGEN AVE.	\$370.34
15004	10		S.C.S. REALTY CORP.	750 BERGEN AVE.	\$1,504.89
14904	13		SALLOUM, ISSA & SALLOUM, FOUD	729 BERGEN AVE.	\$850.59
14902	4		SAMSON, GABRIEL R. % THERESA SAMSON	3 TUERS AVE.	\$1,476.90
15004	5	C8004	SILKA, CORP.	124-130 STORMS AVE.	\$177.76
13502	25		SINGH, SHERRY & SURINDER	648 MONTGOMERY ST.	\$370.34
15004	5	C8003	SMITH, MONIQUE	124-130 STORMS AVE.	\$177.76

PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 MCGINLEY SQUARE SID ASSESSMENT ROLL

Block	Lot	Qual	Owner	Property Location	Bill Amt
15004	11		SOLIMAN, NAGUIB & DEL LA CRUZ, T.	737 MONTGOMERY ST.	\$296.27
15003	18		STORMS 99 LLC	99 STORMS AVE.	\$1,251.58
15003	17		STORMS AVENUE LLC	101 STORMS AVE.	\$370.34
15004	32.01		STORMS, LLC	116 STORMS AVE.	\$1,048.05
16502	27	C8002	THE USE GROUP, L.L.C.	673 BERGEN AVE.	\$296.27
15003	20		WEST BERGEN HEIGHTS ASSOCIATES, LLC	250-254 FAIRMOUNT AVENUE	\$2,019.07
16502	22		YE, TAO & LI, BIN	685 BERGEN AVE.	\$264.12
16501	29		YEE, MEI TAI	701 BERGEN AVE.	\$246.94
13502	23		YESHA VIDEO, INC.	644 MONTGOMERY ST.	\$370.34
					\$72,337.07

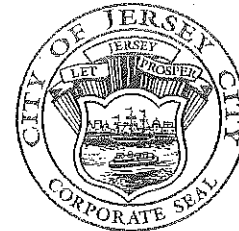
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-599

Agenda No. 10.5

Approved: _____

TITLE:



RESOLUTION APPOINTING LUBNA MUNEER AS CHIEF FINANCIAL OFFICER OF THE CITY OF JERSEY CITY

COUNCIL _____ offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40A:9-140.10 requires that every municipality shall have a Chief Financial Officer appointed by the Mayor with the advice and consent of council; and

WHEREAS, the term of the office of the Chief Financial Officer runs from July 1, 2019 through June 30, 2022; and

WHEREAS, the Chief Financial Officer is responsible for the proper financial administration of the municipality under the Local Government Supervision Act of 1947, the Local Bond Law, the Local Budget Law, the Local Fiscal Affairs Law and other regulations governing municipal affairs; and

WHEREAS, pursuant to N.J.S.A. 40A:9-140.2 no one may be appointed to the position of Chief Financial Officer who does not possess a certificate issued by the Division of Local Government Services; and

WHEREAS, Mayor Steven M. Fulop has appointed Lubna Muneer as Chief Financial Officer; and

WHEREAS, Lubna Muneer possesses the necessary certificate and is well qualified to hold this office.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The appointment of Lubna Muneer as Chief Financial Officer of the City of Jersey City is approved; and
2. The appointment shall run from July 1, 2019 through June 30, 2022.

SMF/sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

G:\WPDOCS\SEAN\Res\APPOINTM\Lubna Muneer - CFO - 7-8-19.wpd

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LUBNA MUNEER
CMFO, CCFO, CTC, QPA, M.S FINANCE

3 Etheridge Drive, Carteret NJ 07008

(732) 910-3008

Lubna456@hotmail.com

Summary:

I earned Master of Science in Finance degree with a specialization of Financial Analysis. I have strong analytical, management reporting skill, strong understanding of General Ledger with strong competency in Excel. I have Finance, Accounting, and Computer Science skills. I am a combination of three in one. I have experience with Edmund Financial Accounting Software as well as Edmund Tax Software.

Education: New Jersey City University --- New Jersey

Master of Science – Finance: Specialization in Financial Analysis	May 2014 GPA: 3.81
Bachelor of Science- Business Admin: Specialization in Accounting	May 2005 GPA: 3.58
Minor: Computer Science	

Certifications: Rutgers University: New Jersey State Certifications

CMFO	Certified Municipal Finance Officer
CCFO	Certified County Finance Officer
QPA	Qualified Purchasing Agent
CTC	Certified Tax Collector
RMC	I will be taking State Exam in April 2019
Mini MPA	Class will begin on 3/28/19

Certificate of Completion: Training Seminars

- Fraud and Embezzlement workshop presented by Fred Tomkins – IPD Inc
- The Complete Tax Sale Process presented by William Homa – PGE Inc
- Current Fund Accounting presented by William Homa – PGE Inc
- Strengthening Your Ethical Compass presented by David Nanno – CEU

Experience:

Borough of Norwood, Bergen County

January 2018- Present

Chief Financial Officer, Treasurer, Tax Collector

- Preparation & execution of municipal budget
- Reconciliation of Bank Statements
- Certifying Officer for Pension and Health Benefits- MBOS
- Managing General Ledger, A/R, A/P, Payroll and debt management.
- Tax redemption and UCC Reports.

County of Essex, Newark, NJ

January 2016- April 2017

Government Accountant

- Maintenance of General Ledger for the Trust Fund
- Reconcile General Ledger with Treasury Report
- Prepare Annual financial statement for trust fund
- Prepare Monthly cash analysis report (book verses bank statement)

Borough of Carteret- Middlesex County

December 2013 - December 2015

Financial Assistant: Multi-Tasking

- Provides day-to-day financial & accounting support using an advanced knowledge of Excel skills and analysis
- Prepare Bank Reconciliations on monthly basis
- Assists in troubleshooting and resolving ledger issues with Current fund, Capital fund, Grant fund, And Trust Fund
- Updates financial calendar, spreadsheets, templates and forms as necessary, monitor submissions and prepare other specialized financial reports, charts, and presentation materials as needed
- Assisting CFO with Budget Preparation and budget transfers.
- Prepare power point presentations for the Budget
- Reconciles and analyzes financial statements include year end adjustment entries.
- I can do General ledger entries, Revenue adjustment entries, Sewer Adjustment entries, Taxes adjustment entries and Budget Adjustment entries.
- Assisting CFO with Budget Execution, Annual Financial Statement, Annual Debt Statement
- Performs other duties as assigned e.g. account payable and can prepare bill list
- Collecting reimbursement Grant from Middlesex County
- Monthly Bank Reconciliation for all funds, Knowledge of Payroll Process
- Biweekly Payroll disbursement from current fund to P/R Agency and Net P/R Accounts
- Pension for PERS, P & F and DCRP, Reconcile IROC- State pension report with Action Data
- Chapter 78- Health Benefits: The more you make, the more they take philosophy
- Special Projects: Police contract Renewal once in three years- PBA Grid
- Escrow: Planning & Zoning, Police and Performance Bond

James F. Anderson - CPA

Mar. 2007 – Aug. 2008

Staff Accountant

- Assist with Account Analysis of comparing of client GL account detail on month to month basis
- Cost Center reconciliation, Prepare Bank Reconciliation
- Support financial analyst with quarterly and annual reporting for all Sites, Tax preparation
- Prepare Month End Reports, Monthly bank and G/L account reconciliation

A-1 Property Management LLC

Mar. 2005 – Mar. 2007

Staff Accountant

- Prepare Month End closing package, Prepare employee Payroll
- Prepare Account Payable and Receivable reconciliation.
- Analyze monthly rent roll report with variance explanation
- Month to Month GL analysis, Financial statement allocation

Volunteer Work:

Borough of Carteret: Financial Assistant for three months

County of Essex: As a staff of County of Essex for Homeless Event

County of Essex: Senior's Day Event

Skills:

- Word Processing, Spread Sheet, Research, Presentation, Analytical, Problem Solving, Communication Skills

Computers:

- Edmund, Software MS Office (Word, Excel, Access, PowerPoint)
- Lacerte Tax Program, Sage Accpac, CPA Practice Manager

Honors:

- Dean's List, NJCU, Fall `01, Spring `02, Fall `02, and Spring `03,
- Member of Delta My Delta (Nat'l Honor Society in Business Admin.),
- Who's Who Among Students in American Universities & Colleges 2004.

References:

- William Homa, CFO of Township of Cedar Grove, NJ, Phone 973-239-1410
- Douglas Petix, CFO of New Brunswick, NJ, Phone 732-745-5045
- Frank Santora, Tax Collector of Elmwood Park, NJ, Phone 201-796-1457 x602

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-600

Agenda No. 10.6

Approved: _____

TITLE:



RESOLUTION REAPPOINTING JOHN METRO AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 2, 2019, that he has reappointed **John Metro** of 11 College Drive, Jersey City, New Jersey, 07305, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40a:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **John Metro** as a member of the **Jersey City Insurance Fund Commission** of the above-mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												7.17.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY				YUN				RIVERA					
PRINZ-AREY				SOLOMON				WATTERMAN					
BOGGIANO				ROBINSON				LAVARRO, PRES.					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

July 2, 2019

Report of Directors
8.3
Meeting 07.17.19

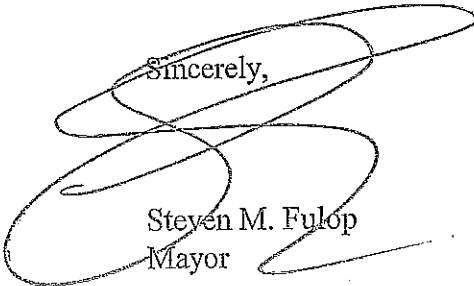
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed John Metro, of 11 College Drive, Jersey City, New Jersey, 07305, to serve as a member of the Jersey City Insurance Fund Commission. Mr. Metro's term will commence upon the adoption of a resolution and expire on August 17, 2021.

I respectfully request your advice and consent to this appointment.

Sincerely,


Steven M. Fulop
Mayor

c: Peter J. Baker, Corporation Counsel
Brian D. Platt, Business Administrator
Robert Byrne, City Clerk
Matthew Hogan, Risk Manager
Allison N. Solowsky, Deputy Chief of Staff
Nancy Warlikowski, Mayor's Office
John Metro

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-601

Agenda No. 10.7

Approved: _____

TITLE:



RESOLUTION REAPPOINTING J. NICHOLAS STRASSER AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 2, 2019, that he has reappointed J. Nicholas Strasser of 35 Columbia Terrace, Weehawken, New Jersey, 07086, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40a:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of J. Nicholas Strasser as a member of the Jersey City Insurance Fund Commission of the above-mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												7.17.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY				YUN				RIVERA					
PRINZ-AREY				SOLOMON				WATTERMAN					
BOGGIANO				ROBINSON				LAVARRO, PRES.					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

STEVEN M. FULOP
MAYOR OF JERSEY CITY

July 2, 2019

Report of Directors
8.4
Meeting 07.17.19

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed J. Nicholas Strasser, of 35 Columbia Terrace, Weehawken, New Jersey, 07086, to serve as a member of the Jersey City Insurance Fund Commission. Mr. Strasser's term will commence upon the adoption of a resolution and expire on August 17, 2021.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop
Mayor

- c: Peter J. Baker, Corporation Counsel
Brian D. Platt, Business Administrator
Robert Byrne, City Clerk
Matthew Hogan, Risk Manager
Allison N. Solowsky, Deputy Chief of Staff
Nancy Warlikowski, Mayor's Office
J. Nicholas Strasser

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-602
 Agenda No. 10.8
 Approved: _____
 TITLE: _____



RESOLUTION REAPPOINTING BRIAN D. PLATT AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

**COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 2, 2019, that he has reappointed **Brian D. Platt** of 18 Park View Avenue, Apt. 743, Jersey City, New Jersey, 07302, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40A:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Brian D. Platt** as a member of the **Jersey City Insurance Fund Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											7.17.19
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

July 2, 2019

Report of Director
8.2
Meeting 07.17.19

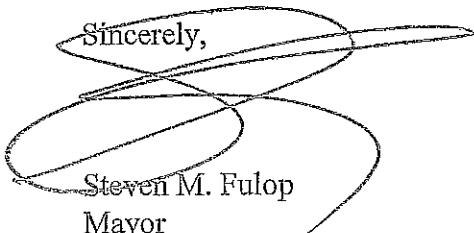
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed **Brian D. Platt**, of 18 Park View Avenue, Apt. 743, Jersey City, New Jersey, 07302, to serve as a member of the **Jersey City Insurance Fund Commission**. Mr. Platt's term will commence upon the adoption of a resolution and expire on August 17, 2021.

I respectfully request your advice and consent to this appointment.

Sincerely,


Steven M. Fulop
Mayor

c: Peter J. Baker, Corporation Counsel
Brian D. Platt, Business Administrator
Robert Byrne, City Clerk
Matthew Hogan, Risk Manager
Allison N. Solowsky, Deputy Chief of Staff
Nancy Warlikowski, Mayor's Office

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-603

Agenda No. 10.9

Approved: _____

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
APPROVING JERSEY CITY'S FY 2019 ANNUAL APPLICATION / ACTION PLAN AND
AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT (HUD)**

COUNCIL _____ offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Housing and Urban Development (HUD) will award the City of Jersey City \$5,558,690 in Community Development Block Grant (CDBG) funds; \$1,925,273 in HOME Investment Partnerships Program (HOME) funds; \$2,411,528 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$475,087 in Emergency Solutions Grant (ESG) funds for the 2019 Fiscal Year; and

WHEREAS, in addition to the above referenced funding, the City of Jersey City anticipates receiving \$31,334 in CDBG repayment of funds from prior year and \$193,932 in HOME Investments Partnership Program (HOME) repayment of funds from prior year; and

WHEREAS, the City of Jersey City has developed an Annual Application / Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the City of Jersey City has prepared an Annual Action Plan detailing projects recommended to receive funding for FY2019; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), HOME, HOPWA and ESG programs in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby approves Jersey City's FY2019 Annual Application/ Action Plan; and

BE IT FURTHER RESOLVED, The Office of Management and Budget is authorized to establish accounts in the amount of \$5,558,690 for the Community Development Block Grant (CDBG), \$1,925,273 for HOME Investment Partnerships (HOME), \$2,411,528 Housing Opportunities for Persons with AIDS (HOPWA), and \$475,087 for Emergency Solutions Grants (ESG) Grants; and

BE IT FURTHER RESOLVED, that the City of Jersey City is prepared to comply with all necessary assurances required by the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED that the City will minimize displacement to the greatest extent possible through re-use of vacant land or buildings; any person actually displaced will receive benefits and assistance required by Federal law as described in the Residential Anti-Displacement and Relocation Plan.

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING JERSEY CITY'S FY 2019 ANNUAL APPLICATION / ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/Email	X5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

FY2019 HUD Entitlement Grant application for City of Jersey City

Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

Cost (Identify all sources and amounts)

HUD Entitlement Funds

Contract term (include all proposed renewals)

April 1, 2019 – March 31, 2020

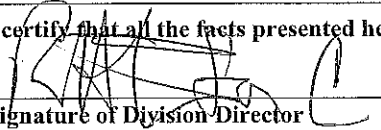
Type of award

If "Other Exception", enter type

Additional Information

CDBG Entitlement Funds:	\$5,558,690
HOME Entitlement Funds:	\$1,925,273
HOPWA Entitlement Funds:	\$2,411,528
ESG Entitlement Funds:	\$ 475,087
CDBG Program Income:	\$ 31,334
Home Program Income:	\$ 193,932

I certify that all the facts presented herein are accurate.


Signature of Division Director

7/8/19
Date


Signature of Department Director

7/8/19
Date

2019 CDBG – PUBLIC SERVICE PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
ACT NOW Foundation Inc.	\$ 15,000
Big Brothers, Big Sisters of Essex, Hudson and Union Counties	\$ 57,000
Collaborative Support Programs of New Jersey, Inc.	\$ 15,000
Educational Arts Team, Inc.	\$ 20,000
Girl Scouts Heart of New Jersey	\$ 10,000
Grace Van Vorst Community Services	\$ 20,000
Garden State Episcopal CDC (Homeless Outreach)	\$ 100,000
H.C. Court Appointed Special Advocates (CASA)	\$ 50,000
JC Connections dba Hudson Pride Connections	\$ 20,000
JC Department of Recreation (Baseball Leagues)	\$ 60,000
Kennedy Dancers (Inner City Youth)	\$ 10,000
Kennedy Dancers (Senior Citizens)	\$ 10,000
New City Kids	\$ 15,000
New Jersey Citizen Action Education Fund, Inc.	\$ 7,500
Nimbus Dance Works	\$ 13,000
Philippine American Friendship Committee, Inc. (PAFCOM)	\$ 7,500
Palisades Emergency Residence Corporation (PERC)	\$ 40,000
Team Walker	\$ 10,000
Team Wilderness	\$ 8,500
The Waterfront Project, Inc. (Housing Counseling)	\$ 50,000
Urban League of Hudson County, Inc.– Power-UP	\$ 11,500
Urban League of Hudson County, Inc.– General Social Services	\$ 11,500
WomenRising, Inc.- Domestic Violence Services	\$ 20,000
WomenRising, Inc. (Workforce Development Training Center)	\$ 25,500
York Street Project	\$ 40,000
Youth Summer Programs	\$ 145,000

2019 CDBG REHABILITATION PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
C-Line Community Health Center	\$ 200,000
Division of Engineering- City of Jersey City	\$ 300,000
EMET Realty, LLC (Belmont)	\$ 600,000
Greater Bergen Community Action	\$ 200,000
Habitat for Humanity/Greater Newark	\$ 100,000
Hudson Community Enterprises	\$ 180,000
J.C. Housing Authority	\$ 500,000
Jersey City Office of Sustainability	\$ 100,000
Margaret Anna Cusack Care Center, Inc.	\$ 134,900
Nimbus Dance Works	\$ 152,000
Saint Ann's Home for the Aged	\$ 175,000
Saint Joseph School of the Blind	\$ 31,052
St. Paul's Center of Caring	\$ 80,000

2019 HOME PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Affordable Housing Production	\$ 883,336
GNHP Program	\$ 500,000
CHDO Set-Aside	\$ 272,660
Project Delivery Cost	\$ 76,750

2019 HOPWA PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Catholic Charities of Newark - Canaan House	\$ 120,372
Catholic Charities Archdiocese of Newark - Franciska Residence	\$ 267,758
HC Resource Center-Cornerstone Outreach Program	\$ 903,000
Garden State Episcopal CDC -Hudson CASA Emergency Housing	\$ 100,000
Let's Celebrate, Inc. -Housing Plus - TBRA	\$ 493,053
Let's Celebrate, Inc. -Housing Plus - STRMU	\$ 235,000
Garden State Episcopal CDC -Corpus Christi Ministry Housing	\$ 220,000

2019 ESG PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Catholic Charities Archdiocese of Newark - Hope House	\$ 63,156
Catholic Charities Archdiocese of Newark - St. Lucy's	\$ 148,100
Garden State Episcopal CDC (Hudson CASA) -RRH/STRMU	\$ 182,100
Garden State Episcopal CDC (Homeless Outreach)	\$ 46,100

2019 ECONOMIC DEVELOPMENT PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Hudson Community Enterprises, Inc. (Operation Hope)	\$ 100,000
Rising Tide Capital, Inc. (Job Creation)	\$ 200,000

2019 ADMINISTRATION

<u>CDBG</u>	<u>Recommended Amount</u>
J.C. Division of Community Development (DCD)	\$ 1,111,738
J.C. Housing Code Enforcement (HCE)	\$ 200,000
J.C. Division of Community Development (Relocation Assistance)	\$ 202,000
J.C. Division of Community Development (Homeowner Improvement Program)	\$ 200,000

<u>HOME</u>	<u>Recommended Amount</u>
J.C. Division of Community Development (HOME)	\$ 192,527

<u>HOPWA</u>	<u>Recommended Amount</u>
J.C. Division of Community Development (HOPWA)	\$ 72,345

<u>ESG</u>	<u>Recommended Amount</u>
J.C. Division of Community Development (ESG)	\$ 35,631

Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director – Division of Community Development
Date: July 8, 2019
Subject: Resolution of the Municipal Council of the City of Jersey City Approving Jersey City's FY 2019 Annual Application/Annual Action Plan and Authorizing Submission to the United States Department of Housing and Urban Development (HUD)

Synopsis: The United States Department of Housing and Urban Development (HUD) will award the City of Jersey City \$5,558,690 in Community Development Block Grant (CDBG) funds; \$1,925,273 in HOME Investment Partnerships Program (HOME) funds; \$2,411,528 in Housing Opportunities for Persons with AIDS (HOPWA) funds and \$475,087 in Emergency Solutions Grant (ESG) funds for the 2019 Fiscal Year.

Background: The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The HOME Investment Partnerships Program (HOME) is a type of United States federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to States in order to provide decent and affordable housing, particularly housing for low- and very low-income Americans. HUD administers Federal aid to local housing agencies (HAs) that manage the housing for low-income residents at rents they can afford.

The Housing Opportunities for Persons with AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families.

The purpose of the Emergency Solutions Grants (ESG) program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities (up to 7.5% of a recipient's allocation can be used for administrative activities).

Grant	FY 2018-2019	FY 2019-2020
CDBG	5,603,099	5,558,690
HOME	2,019,702	1,925,273
HOPWA	2,422,186	2,411,528
ESG	453,186	475,087

Background - Review Process:

1. On October 30, 2018, a HUD Entitlement Orientation and Technical Assistance Session was held for all applicants prior to the selection of Proposals/RFPs for grant consideration.
2. The Proposal Selection Process consists of site visits, Committee review, Director's Office review, Business Administrator Review, Mayor's Office review and Council Member review which was completed by May 28th, 2019.

3. The Annual Action Plan process requires an initial draft of the AAP that is to be made available for Public comments for a period of 30 days. A series of three Public Hearings were held (on October 30th, 2018, November 14th, 2018 and June 11th, 2019) where comments are accepted from constituents. The Division of Community Development continued to accept public comments until June 28th, 2019 as per the Public Notice published in both the Jersey Journal and El Especialito newspapers. Revisions are made to the budget based upon public feedback.
4. The finalized AAP and Resolution must be submitted to HUD no later than August 15th, 2019.
5. Once HUD accepts the AAP submission, the Division will commence with the following phases of grant administration:
 - a. Sub-Recipient Agreement Preparation
 - b. Contracting – Grant Agreement
 - c. Sub-Recipient Agreements
 - d. Project Delivery – Reporting & Invoicing
 - e. Project Closeouts

This will bring the Division well into the closure of the grant Year on March 31, 2020

		Sources				Total
		CDBG	HOME	ESG	HOPWA	
2019 Allocation		\$ 5,558,690	\$ 1,925,273	\$ 475,087	\$ 2,411,528	\$ 10,370,578
Program Income (FY 2018)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Sources	Program Income amounts are tentative	\$ 5,558,690	\$ 1,925,273	\$ 475,087	\$ 2,411,528	\$ 10,370,578
Administration and Planning						
	CDBG Admin (20% Cap)	\$ 1,111,738.00				
	HOME Admin (10% Cap)		\$ 192,527.00			
	ESG Admin (7.5% Cap)			\$ 35,631.00		
	HOPWA Admin (3% Cap)				\$ 72,345.00	
Housing Code						
		\$ 200,000.00				
CDBG Homeowner Improvement Program (HIP)						
		\$ 200,000.00				
CDBG Relocation						
		\$ 202,000.00				
CDBG Public Facilities Improvements						
	C-Line Community Health Center	\$ 200,000.00				
	EMET Realty, LLC (Belmont)	\$ 600,000.00				
	Greater Bergen Community Action	\$ 200,000.00				
	Habitat for Humanity/Greater Newark	\$ 100,000.00				
	Hudson Community Enterprises	\$ 180,000.00				
	St. Paul's Center for Caring	\$ 80,000.00				
	JC Division of Engineering	\$ 300,000.00				
	JC Housing Authority	\$ 500,000.00				
	JC Office of Sustainability	\$ 100,000.00				
	Margaret Anna Cusack Care Center	\$ 134,900.00				
	Nimbus Dance Works	\$ 152,000.00				
	St. Joseph's School for the Blind	\$ 31,052.00				
	St. Ann's Home for the Aged	\$ 175,000.00				
		\$ 2,752,952.00				
CDBG Economic Development						
	Hudson Community Enterprises (Operation Hope)	\$ 100,000.00				
	Rising Tide Capital (Job Creation)	\$ 200,000.00				
		\$ 300,000.00				
CDBG Public Services						
	Big Brothers Big Sisters of Essex, Hudson	\$ 57,000.00				
	Educational Arts Team (Violence Prevention)	\$ 20,000.00				
	Girl Scouts Heart of NJ	\$ 10,000.00				
	Hudson County Court Appointed Special Advocates	\$ 50,000.00				
	JC Connections/Hudson Pride Connections Center	\$ 20,000.00				
	New City Kids, Inc (After School Center)	\$ 15,000.00				
	Nimbus Dance Works	\$ 13,000.00				
	Team Walker	\$ 10,000.00				
	Team Wilderness	\$ 8,500.00				
	The Kennedy Dancers, Inc (Inner-City Youth)	\$ 10,000.00				
	Urban League of Hudson County (GSS)	\$ 11,500.00				
	JC Dept of Recreation	\$ 60,000.00				
	Summer Youth Programs	\$ 145,000.00				
	Act Now Foundation, Inc	\$ 15,000.00				
	Grace Van Vorst Community Svc	\$ 20,000.00				
	The Kennedy Dancers, Inc (Seniors)	\$ 10,000.00				
	Collaborative Support Programs of NJ	\$ 15,000.00				
	Garden State Episcopal CDC	\$ 100,000.00				
	Palisades Emergency Residence Corp	\$ 40,000.00				
	York Street Project (St Joseph's Bridge Housing)	\$ 40,000.00				
	Philippine American Friendship	\$ 7,500.00				
	NJ Citizen Action Education Fund	\$ 7,500.00				
	The Waterfront Project, Inc. (Housing Counseling)	\$ 50,000.00				
	Urban League of Hudson County, Inc. (Power-Up)	\$ 11,500.00				
	Women Rising, Inc. (Domestic Violence Services)	\$ 20,000.00				
	Women Rising, Inc. (Workforce Development)	\$ 25,500.00				
		\$ 792,000.00				
HOME Investment Partnerships Program						
	Affordable Housing Production		\$ 883,336.00			
	CHDO Set Aside		\$ 272,660.00			
	GNHP Program		\$ 500,000.00			
	Project Delivery		\$ 76,750.00			
			\$ 1,732,746.00			
Emergency Shelter Grant (ESG)						
	Catholic Charities - Hope House Family Emergency Shelter			\$ 63,166.00		
	Catholic Charities - St. Lucy's Emergency Shelter			\$ 148,100.00		
	Garden State Episcopal - Hudson Casa Rapid Rehousing			\$ 182,100.00		
	Garden State Episcopal - Homeless Street Outreach			\$ 45,100.00		
				\$ 439,466.00		
Housing Opportunities for Persons with AIDS (HOPWA)						
	Catholic Charities - Canaan House Permanent Supportive Housing			\$ 120,372.00		
	Catholic Charities - Franciska Residence- Transitional Housing for Men			\$ 267,758.00		
	Garden State Episcopal - CCMH Housing- Permanent Supportive Housing			\$ 220,000.00		
	Garden State Episcopal - Hudson CASA- Short Term Emergency Housing Assistance			\$ 100,000.00		
	HC Housing Resource Center/Cornerstone Outreach - Tenant Based Rental Assistance			\$ 903,000.00		
	Let's Celebrate - Housing Plus Short Term Rental and Utility Assistance			\$ 235,000.00		
	Let's Celebrate - Housing Plus Tenant Based Rental Assistance			\$ 493,053.00		
				\$ 2,339,183.00		
CAP: Public Service % (CDBG: 15%)		14.25%	N/A	N/A	N/A	N/A
CAP: Admin %		20%	10%	7.50%	3%	0.00%
Total Sources		\$ 5,558,690	\$ 1,925,273	\$ 475,087	\$ 2,411,528	\$ 10,370,578
Budgeted		\$ 5,558,690	\$ 1,925,273	\$ 475,087	\$ 2,411,528	\$ 10,370,578
Remaining Funds		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-604

Agenda No. 10.10

Approved: _____

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOPS DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT REED STREET AND A SOUTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT DUNCAN AVENUE, ALL TIMES.

The Municipal Council, as a whole
Offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-46(D)(6) of the Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulation (No.19.053) be promulgated amending the bus stop at the locations described; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

- a. The attached regulation shall be a part of the Manual of Bus Stop Designations of the City of Jersey City

(19.053) Repeal the far-side northbound bus stop on Bergen Avenue @ Reed Street, all times and
Repeal the far-side southbound bus stop on Bergen Avenue @ Duncan Avenue, all times
- b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
- c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
- d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

AV:pcl
(07.02.19)

Certification Required
Not Required
APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOPS DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT REED STREET AND A SOUTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT DUNCAN AVENUE, ALL TIMES.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Council President Lavarro and Councilwoman Prinz-Arey	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Repealing these two bus stops along Bergen Avenue will increase bus efficiency and increase parking availability in the neighborhood.

There are both north and southbound bus stops designated on Bergen Avenue at Fairmount Avenue and Fairview Avenue, one block either side of the repealed bus stops.

A& C Bus Corp. has been notified and is agreeable to the proposal.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

7/13/19
Date

7/9/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

Regulation 19.053

July 03, 2019

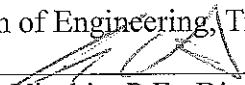
BUS STOP REGULATION
REPEALED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-46 (D) (6) of the Jersey City Municipal Code, the following locations are hereby REPEALED as a bus stop:

STREET	HOURS
<ol style="list-style-type: none"> 1. <i>Bergen Avenue, northbound on the easterly side at:</i> <ol style="list-style-type: none"> a. <i>Reed Street (far-side)</i> <i>Beginning at northerly curb line of Bergen Avenue and extending to a point 100 feet northerly therefrom.</i> 	<i>All Times</i>
<ol style="list-style-type: none"> 2. <i>Bergen Avenue, southbound on the westerly side at:</i> <ol style="list-style-type: none"> b. <i>Duncan Avenue (far-side)</i> <i>Beginning at the southerly curb line of Duncan Avenue and extending to a point 100 feet southerly therefrom.]</i> 	<i>All Times</i>

Division of Engineering, Traffic and Transportation


Andrew Vischio, P.E., Director of Traffic & Transportation

Approved by Municipal Council Resolution

Date: _____

WristbandWholesale

Lisa's Hairzone

WomenRising

Salon Santo Domingo

Carvao BBQ

Imago Beauty Group

Goldy's Fried Chicken

Grace Reformed Church

New City Kids

Duncan Av

Bergen Ave

Reed St

Storms Ave

Monticello Ave

Fairmount Ave

50 ft

Map data ©2019 Google

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-605

Agenda No. 10.11

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH A.R. JAMES & COMPANY, LTD. D/B/A A.R. JAMES MEDIA FOR CONSTRUCTION AND MAINTENANCE OF BUS SHELTERS WITH ADVERTISING SPACE AT VARIOUS LOCATIONS IN THE CITY OF JERSEY CITY

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 14.152 approved on March 12, 2014-authorized a five year concession contract effective as of July 24, 2014 and ending on July 23, 2019 between the City of Jersey City (City) and A.R. James & Company, Ltd. d/b/a A.R. James Media (A.R. James) for the construction and maintenance of bus shelters with advertising space at various locations in Jersey City; and

WHEREAS, N.J.S.A. 40A:11-4.2 limits the term of a concession contract to five years; and

WHEREAS, the contract with A.R. James is at no cost to the City and the City is in the process of bidding for a new contract to be awarded pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, it is necessary to extend the contract with A.R. James until October 31, 2019 while the City completes the bidding process for a new contract.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the extension of the contract with A.R. James & Company, Ltd. d/b/a A.R. James Media for the construction and maintenance of bus shelters with advertising space at various locations in Jersey City effective July 24, 2019 through October 31, 2019 is approved; and
2. the Mayor or Business is authorized to execute the Extension Agreement attached hereto.

RR
7-8-19
APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH A.R. JAMES & COMPANY, LTD. D/B/A A.R. JAMES MEDIA FOR CONSTRUCTION AND MAINTENANCE OF BUS SHELTERS WITH ADVERTISING SPACE AT VARIOUS LOCATIONS IN THE CITY OF JERSEY CITY

Project Manager

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	547-5147	BPlatt@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution 14.152, approved on March 12, 2014, authorized a five year concession contract effective as of July 24, 2014 and ending on July 23, 2019 between the City of Jersey City (City) and A.R. James & Company, Ltd. d/b/a A.R. James Media (A.R. James) for the construction and maintenance of bus shelters with advertising space at various locations in Jersey City. The contract with A.R. James is at no cost to the City and the City is in the process of bidding for a new contract to be awarded pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq. It is necessary to extend the contract with A.R. James until October 31, 2019 while the City completes the bidding process for a new contract.

Cost (Identify all sources and amounts)

Concession contract. No cost to the City

Contract term (include all proposed renewals)

July 24, 2019 thru October 31, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

7/9/19
Date

EXTENSION AGREEMENT

This Extension Agreement is made this _____ day of _____, 2019 between the City of Jersey City (City) and A.R. James & Company, Ltd. d/b/a A.R. James Media (AR James)

WHEREAS, Resolution 14.152 approved on March 12, 2014 authorized a five year concession contract effective as of July 24, 2014 and ending on July 23, 2019 between the City of Jersey City (City) and A.R. James & Company, Ltd. d/b/a A.R. James Media (AR James) for the construction and maintenance of bus shelters with advertising space at various locations in Jersey City; and

WHEREAS, N.J.S.A. 40A:11-4.2 limits the term of a concession contract to five years; and

WHEREAS, the contract with AR James is at no cost to the City and the City is in the process of bidding for a new contract to be awarded pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, it is necessary to extend the contract with A.R. James until October 31, 2019 while the City completes the bidding process for a new contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The term of the contract between the parties dated July 24, 2014 is extended effective as of July 24, 2019 through October 31, 2019.
2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the contract dated July 24, 2014 and the amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

ATTEST:

A.R. JAMES & COMPANY, LTD.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-606

Agenda No. 10.12

Approved: _____

TITLE:



**RESOLUTION AUTHORIZING A POLICE SERVICES AGREEMENT
BETWEEN THE CITY OF JERSEY CITY AND THE PGA TOUR, INC.
FOR POLICE SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN
CONNECTION WITH THE NORTHERN TRUST GOLF TOURNAMENT**

WHEREAS, the PGA Tour, Inc. (PGA) is a private corporation that is the organizer of the main professional golf tournaments that are played in the United States and in North America; and

WHEREAS, the PGA is sponsoring a seven (7) day professional golf tournament known as the Northern Trust that will be held at the Liberty National Golf Club located at 100 Caven Point Road, Jersey City; and

WHEREAS, the Northern Trust will be held on August 5th through August 11th, 2019; and

WHEREAS, members of the public may purchase tickets to attend the Northern Trust; and

WHEREAS, in order to enhance the safety and security of members of the public who will be attending and players participating the Northern Trust, the PGA requires the assistance of the Jersey City Police Department ("JCPD"); and

WHEREAS, the PGA requests that the City provide the services of on-duty police officers from specialized units of the JCPD to provide non-uniformed personnel to provide law enforcement services; and

WHEREAS, the PGA requested that on-duty JCPD personnel be utilized at Liberty National Gold Club because of the unique level of complex security requirements related to the players and the dignitaries who will be attending the Northern Trust; and

WHEREAS, the PGA and the City desire to enter into a Police Services Agreement for the City to provide the PGA with on-duty JCPD officers for specific on-course assignments and off-duty JCPD officers for traffic and other related law enforcement/security services to be provided off-course; and

WHEREAS, the term of this Police Services Agreement is seven (7) days effective from 12:01 a.m. on Monday August 5th, through 11:59 p.m. on Sunday, August 11th, 2019; and

WHEREAS, the PGA agrees to pay the City the hourly cost of on-duty police officers based on the rates identified in the respective collective bargaining agreements of the Police Superior Officer's Association and the Police Officer's Benevolent Association with the understanding that the total contract amount for on-duty police services shall not exceed \$137,282.21; and

WHEREAS, the PGA agrees to pay the City the hourly cost of off-duty police officers and administrative fees identified in Jersey City Ordinance §3-85.1 governing police off-duty employment with the understanding that the total contract amount for off-duty police services shall not to exceed \$344,126.25;

TITLE:

RESOLUTION AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE PGA TOUR, INC. FOR POLICE SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN CONNECTION WITH THE NORTHERN TRUST GOLF TOURNAMENT

NOW, THEREFORE, BE IT resolved by the Municipal Council of the City of Jersey City that:

1) The Mayor or Business Administrator is authorized to execute the Police Services Agreement attached hereto with the PGA for providing the PGA with the services of on-duty JCPD police officers and off-duty JCPD police officers subject to the following minimum terms and conditions:

a. The term of the Police Services Agreement shall be effective 12:01 a.m. on Monday August 5th, 12:01 and shall end on 11:59 p.m. on August 11th, 2019.

b. The PGA shall pay on-duty police officers at a rate of \$93.87 per hour/per officer for a total contract amount not to exceed \$137,282.21;

c. The PGA shall pay off-duty police officers at a rate of \$97.50 per hour/per officer for a total contract amount not to exceed \$344,126.25.

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
7-8-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE PGA TOUR INC. FOR POLICE SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN CONNECTION WITH THE NORTHERN TRUST GOLF TOURNAMENT

Project Manager

Department/Division	Public Safety	OEMHS
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution will authorize the City of Jersey City to enter into a Police Services Agreement with PGA Tour, INC. authorizing members of the Jersey City Police Department to provide safety and security services to the Northern Trust PGA golf event for the period of August 5th thru 11th, 2019 at Liberty National Golf club. This contract is not to exceed \$481,408.46

Cost (Identify all sources and amounts)

Funding for this contract will be provided by the PGA Tour, Inc.

Contract term (include all proposed renewals)

December 5th 12:01am thru December 6th 11:59pm 2019

Type of award <bid, fair/open, nonfair/open, state cont>

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/8/19
Date

**POLICE SERVICES AGREEMENT BETWEEN
THE PGA TOUR, INC. AND THE CITY OF JERSEY CITY**

This Agreement made the _____ day of August 2019 between the **CITY OF JERSEY CITY** (hereinafter referred to as “the City”), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the, **PGA Tour, Inc.** (hereinafter referred to as “PGA”), 100 PGA Tour Blvd, Ponte Vedra Beach, FL 32082

RECITALS

WHEREAS, the PGA requests Jersey City Police Officers to provide safety and security services related to the Northern Trust PGA Golf event to be held at Liberty National Golf Club, 100 Caven Point Road, Jersey City, NJ 07305; and

WHEREAS, the PGA and the City desire to enter into this Police Services Agreement for the City to provide the PGA with On-Duty and Off-Duty Police Officers, each assigned to a specific location and tour related to the PGA Northern Trust event; and

WHEREAS, the term of this Police Services Agreement shall be effective for the period of August 5th through August 11th, 2019; and

WHEREAS, the PGA agrees to the pay the City the hourly cost per Off-Duty Police Officer based on the rate(s) identified in Jersey City Ordinance §3-85.1 - governing Police Off-duty employment with the understanding that the total amount is not to exceed \$344,126.25 and On-Duty Police Officers the hourly cost based on the collective bargaining agreements of the Police Superior Officers Association and the Police Officer’s Benevolent Association with the understanding that the total amount is not to exceed \$137,282.21;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

[Type text]

Article 1
Purpose of Agreement

The purpose of this Agreement is for the City to provide the PGA with the services of Off-Duty and On-Duty Police Officers related to the Northern Trust PGA event;

Article 2
Scope of Services

1. The PGA agrees to contract with the City during the course of the Northern Trust Golf event to provide the services of Off Duty and On Duty Jersey City Police Officers to provide security services related to this event.

Article 3
Term of Agreement

2. The term of this Agreement is from 12:01 a.m. August 5, through 11:59 p.m. August 11, 2019.

Article 4
Compensation and Payment

1. As compensation for providing these services, the PGA agrees to pay the City the hourly cost per Off-Duty Police Officer based on the rate(s) identified in Jersey City Ordinance §3-85.1 - governing Police Off-duty employment with the understanding that the total amount is not to exceed \$344,126.25 and On-Duty Police Officers the hourly cost based on the collective bargaining agreements of the Police Superior Officers Association and the Police Officer's Benevolent Association with the understanding that the total contract amount is not to exceed \$137,282.21; and
2. The PGA agrees to pay the City as full compensation for services to be rendered under this contract and requires the JCPD liaison to keep time records and submit bills by the 10th of the month for a total contract amount not to exceed \$481,408.46.
3. Payments will be made approximately within thirty (30) to forty-five (45) calendar days. Invoices and/or timesheets shall be submitted upon completion of the event.

[Type text]

Article 5
Contractual Relationship

1. In performing the services under this Agreement, the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the PGA. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. The City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written

[Type text]

consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the PGA. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11
Counter-Parts

This Agreement shall be executed in two (2) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

[Type text]

Article 13
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 14
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15
Non-Discrimination

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, color, national origin, sex, religion, familial status, or disability. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 16
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
Office of the Business Administrator
City Hall-280 Grove Street
Jersey City, New Jersey 07302

PGA Tours
100 PGA Tour Blvd
Ponte Vedra Beach
Florida, 32082

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

[Type text]

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian Platt
Business Administrator

Dated: _____

Dated: _____

WITNESS:

Leonard D. Brown, Jr.
Chief Legal Officer

Dated: _____

Dated: _____

[Type text]

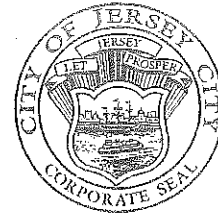
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-607

Agenda No. 10.13

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ESI EQUIPMENT, INC. FOR THE PURCHASE AND DELIVERY OF COAXIAL RESCUE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) needs to purchase for the Fire Department rescue equipment for use during an extrication of an individual from a vehicle involved in a crash; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, ESI Equipment, Inc., 119 Keystone Drive, Montgomeryville, Pennsylvania 18936, is in possession of State contract A80967, and will provide Coaxial Rescue Equipment for a total contract amount of forty seven thousand, eight hundred forty one dollars (\$47,841.00); and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-265-210	134136	A80967	\$47,841.00	\$10,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to ESI Equipment, Inc. in the amount of \$47,840.00 for the purchase and delivery of rescue equipment;
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12;
3. The term of the contract will be completed upon the delivery of the goods or services;
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 19-607

Agenda No. 10.13

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ESI EQUIPMENT, INC. FOR THE PURCHASE AND DELIVERY OF COAXIAL RESCUE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

I, _____, Lubna Muneer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc.
01-201-25-265-210	134136	A80967	\$47,841.00	\$10,000.00

Approved by: _____
Peter Polgado, Director of Purchasing
RPPO, QPA

6/27/19
Date

PF/pv
6/25/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
7-1-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET -CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ESI EQUIPMENT, INC. FOR THE PURCHASE AND DELIVERY OF COAXIAL RESCUE EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

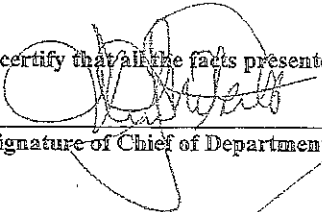
Department/Division	Public Safety	Fire and Emergency Services
Name/Title	Steven McGill	Chief of Fire
Phone/email	201-547-4262	sjmcgill@njjeeps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Proposed hydraulic extrication equipment is to be purchased as replacement equipment for our Rescue Vehicle. The current extrication tools are 25+ years old which have a lot of wear and technology for such equipment has progressed beyond the use of our current equipment. In addition, this new equipment will be compatible with equipment that is currently inventoried on our Ladder Companies.

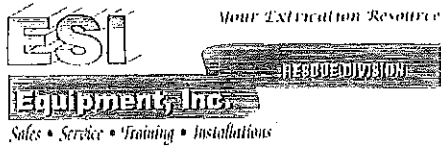
I certify that all the facts presented herein are accurate.


Signature of Chief of Department

6/26/19
Date


Peter Folgado, Director of Purchasing
RPPF, QPA

6/27/19
Date



6/12/2019

**Holmatro CORE Rescue System Bid Proposal
FDJC Rescue 1, New Jersey**

Quantity	Part Description	Price
1	CORE SR 20PC2** Duo 3-Stage Honda Gas Power Unit, 4-stroke, 3 HP, 52lbs	\$ 8,168
1	CORE 4055NCT 8.6" Round HD Cutter *** 228,855 lbs Cutting, 43 lbs weight	\$ 6,362
1	CORE 4150UL Combination Tool*** 16,166 lbs Sprd, 67,600 lbs Cut, 35 lbs wt	\$ 5,198
1	CORE SP 5260 32.4" Spreader** 117,350 lbs Spread, 6-LED, 43.9 lbs wt	\$ 8,088
1	Accessories Set, SP 5260/5280, in case	\$ 2,769
1	CORE 4332 Large 2 Plunger Ram 36,460 lbs Force, 38"-66" Range, 45 lbs wt	\$ 4,187
1	HRS22NCT Ram Support Device	\$ 580
1	CORE 4340 Mini Telescopic Ram** 49,145/18,210 lbs Sprd, 12"-23" Rng, 27 lbs wt	\$ 3,984
1	CORE 4350 Medium Telescopic Ram** 49,145/18210 lbs Sprd, 21"-50" Rng, 40 lbs wt	\$ 4,914
2	CORE 32 Foot Kevlar Hose ** Orange	\$ 1,795
2	CORE 32 Foot Kevlar Hose ** Blue	\$ 1,795
TOTAL		\$47,841

* UL Listed Tools

** NFPA Compliant

*** Both UL & NFPA

Bid Prices Valid For 90 Days From Date Of Proposal

Respectfully Submitted,

Gunther "Gunny" Guerra
New Jersey Sales-Service-Training

New Jersey State Contract #A80967

T-Number: T0790

Commodity Code: 340-34-041097

Line No. 00055

Note:

158.012.099 CORE 4055NCT will be replaced with	158.012.161 CORE CU 5060i 8.1" Incline NCT Cutter *** 396,788 lbs Cut
158.032.013 CORE 4340 Ram will be replaced with	158.032.033 TR 5340 Mini Telescopic Ram w/LED Lights 13"-24", 48,784/22,708
158.032.014 CORE 4350 Ram will be replaced with	158.032.034 TR 5350 Telescopic Medium Ram w/LED Lights, 22"-50.6", 48,784

Headquarters
119 Keystone Drive
Montgomeryville, PA 18936

1-800-574-8228
Fax: 267-803-1447
www.esiequipment.com

Central Office: 215-290-7548
West PA: 412-287-2218
Northwest PA: 814-434-1383



Your Extrication Resource

Equipment, Inc.

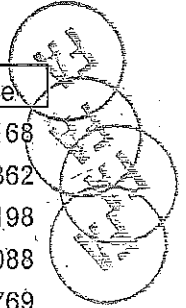
Sales • Service • Training • Installations



6/12/2019

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Fax: 267-803-1447
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Central Office: 215-290-7548
West PA: 412-287-2218
Northwest PA: 814-434-1393



Master Blanket Purchase Order 17-FLEET-00820

Header Information

Purchase Order Number:	17-FLEET-00820	Release Number:	0	Short Description:	T0790 Firefighter Protective Clothing and Equipment
Status:	3PS - Sent	Purchaser:	Katherine Popso	Receipt Method:	Dollars
Fiscal Year:	2019	PO Type:	Blanket	Minor Status:	
Organization:	Division of Purchase and Property				
Department:	DPP - Division of Purchase and Property	Location:	FLEET - Commodities Fleet	Type Code:	RFP/NJCOOP
Alternate ID:		Entered Date:	04/22/2019 03:52:32 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:		Tax Rate:		Actual Cost:	\$0.00
T Number:	T0790				
NJ Cooperative Purchasing:	Yes				
Green Blanket PO:	No				
Emergency Blanket PO:	No				
Small Business Category:	None				
Performance Bond Required:	No				

- Agency Attachments:** 17DPP00100 T0790 Price Sheet.xlsx
 T0790 Bid Amendment 1 Extension of Bid Open Date.docx
 T0790 Bid Amendment 2 Extension of Bid Open Date.docx
 T0790 Bid Amendment 3 Extension of Bid Open Date.docx
 T0790 17DPP00100 QA Amendment.docx
 T0790 Bid Amendment 5 Extension of Bid Open Date.docx
 FINAL T0790 RFP 17DPP00100 Firefighter Protective Clothing and Equipment-6.docx
 Holmatro Price List NJ Bid 17DPP00100 T0790 ver 8.2017.xls
 Savatech Price List.xls
 JYD Price List.pdf
 ESI.pdf
 T0790 17DPP00100 List of Dealers~16.pdf
 Award Summary~11.xlsx

Vendor Attachments:

Primary Vendor Information & PO Terms

Vendor:	V00004488 - ESI Equipment Inc John Evans 119 Keystone Drive Montgomeryville, PA 18936 US Email: jke@esiequipment.com Phone: (267)803-1440 FAX: (267)803-1447	Payment Terms:	Shipping Terms:	F.O.B., Destination	Shipping Method: Freight Terms:
PO					
Acknowledgements:			Notifications		Acknowledged Date/Time
	Purchase Order		Emailed to jke@esiequipment.com at 06/14/2019 03:00:52 PM		06/14/2019 03:33:39 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00004488	ESI Equipment Inc	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/15/2019 **Master Blanket/Contract End Date:** 06/14/2022
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
AGENCY - Division of Purchase and Property	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: Category 8 - Search & Rescue/Vehicle Extrication/Equipment/Thermal Imaging Devices/Firefighting Equipment Price Line 8 from Bid Solicitation State-Supplied Price Sheet Brand: Holmatro Delivery days ARO: 120 Please refer to the manufacturers price list located in the Blanket P.O. Attachments Tab for pricing. 3PS - Sent

NIGP Code: 340-00
 FIRE PROTECTION EQUIPMENT AND SUPPLIES

Bid # / Bid Item #: **17DPP00100 / 1** Quote # / Quote Item #: **00001444 / 1**

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	2.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:

Print Sequence # 2.0, Item # 2: Category 8 - Search & Rescue/Vehicle Extrication/Equipment/Thermal Imaging Devices/Firefighting Equipment Price Line 8 from Bid Solicitation State-Supplied Price Sheet Brand: JYD Industries Delivery days ARO: 120 Please refer to the manufacturers price list located in the Blanket P.O. Attachments Tab for pricing. 3PS - Sent

NIGP Code: 340-00
 FIRE PROTECTION EQUIPMENT AND SUPPLIES

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
----------------	-----	-----------	-----	------------	---------------------	----------	------------	------------

Dollars	1.0	\$0.00	EA - Each	2.00	\$0.00	\$0.00	\$0.00
Manufacturer:			Brand:			Model:	
Make:			Packaging:				

Print Sequence # 3.0, Item # 3: Category 8 - Search & Rescue/Vehicle Extrication/Equipment/Thermal Imaging Devices/Firefighting Equipment Price Line 8 from Bid Solicitation State-Supplied Price Sheet Brand: SavaTech Delivery days ARO: 120 Please refer to the manufacturers price list located in the Blanket P.O. Attachments Tab for pricing. 3PS - Sent

NIGP Code: 340-00
FIRE PROTECTION EQUIPMENT AND SUPPLIES

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	2.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Exit

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SONJ_SONJ_PROD_BUYSPEED_2_bso



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ESI EQUIPMENT, INC.
Trade Name:
Address: 119 KEYSTONE DRIVE
MONTGOMERYVILLE, PA 18936-9638
Certificate Number: 0113368
Effective Date: March 15, 2002
Date of Issuance: June 18, 2019

For Office Use Only:

20190618150519255

Certification 20522

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-FEB-2017~~ to ~~15-FEB-2024~~

ESI EQUIPMENT, INC.
119 KEYSTONE DRIVE
MONTGOMERYVILLE PA 18936



Handwritten signature of Ford M. Scudder.

FORD M. SCUDDER
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Jersey City of New Jersey, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: John Evans, President
Representative's Signature: [Signature]
Name of Company: EST Equipment, Inc.
Tel. No.: 267 803 1440 Date: 6/25/19

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ESI Equipment, Inc
Address: 119 Keystone Dr. Montgomeryville PA
Telephone No: 267 803 1440 18936
Contact Name: John Evans or Renee Jarrell
President Controller

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Evans, President

Representative's Signature: [Signature]

Name of Company: EST Equipment, Inc.

Tel. No: 267 803 1440

Date: 6/25/19

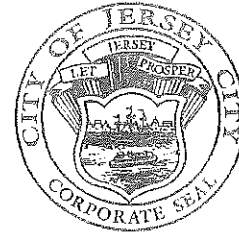
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-608

Agenda No. 10.14

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH MORRIS COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Department of Public Safety/Division of Fire is in need of basic training for a new class of probationary Firefighters; and

WHEREAS, the Morris County Public Safety Academy has the facilities to satisfy this training need; and

WHEREAS, Morris County requires a certificate of insurance from the City of Jersey City (City) and Morris County requires the City to produce and continue in force for the term of the training class commercial general liability insurance with limits of \$1,000,000.00 per occurrence and in the aggregate and the policy must name Morris County as an additional insured; and

WHEREAS, the City will use the Morris County Public Safety Academy from August 12, 2019 through October 18, 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Risk Manager is authorized to issue a Certificate of Insurance to Morris County to cover these activities;
2. The Certificate of Insurance shall state that the County of Morris, its elected and appointed officials, employees and volunteers are additional insureds; and
The Mayor or Business Administrator is authorized to execute the agreement attached hereto.

APPROVED: William O'Donnell

APPROVED AS TO LEGAL FORM

R.R.
7-2-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LETTER OF INSURANCE WITH MORRIS COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE

Initiator

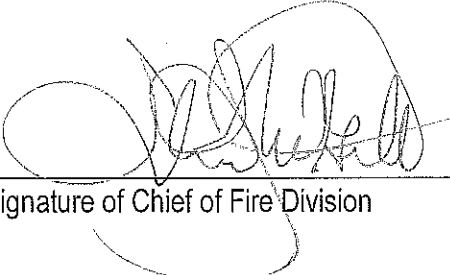
Department/Division	Public Safety	Division of Fire
Name/Title	Steven McGill	Chief of Fire Division
Phone/email	201-547-4262	simcgill@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Morris County mandates a certificate of insurance to cover probationary Jersey City firefighters training at their facility.

I certify that all the facts presented herein are accurate.



Signature of Chief of Fire Division

6/28/19

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regional Risk Managers 777 Terrace Avenue Suite 309 Hasbrouck Heights NJ 07604	CONTACT NAME: Gail White	FAX (A/C, No): 201-727-0080	
	PHONE (A/C, No, Ext): 201-727-0070	E-MAIL ADDRESS: gwhite@regionallrisk.com	
INSURED JERSJCIT-06 City of Jersey City Attn Risk Management 280 Grove Street Jersey City NJ 07302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Underwriters at Lloyd's, London (Illinois)		15792
	INSURER B: Safety National Casualty Corporation		15105
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1502706464

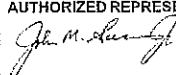
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK 1023419	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$
							SIR	\$ 1,500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PK 1023419	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							SIR	\$ 1,500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP4060863	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	SIR \$1,500,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PURSUANT TO THE AUTHORITY PROVIDED IN NJS40A:10-1, et. Seq., the City of Jersey City has established a self-insured program to provide liability and workers compensation protection for the City's operations. This program covers the City of Jersey City, its officers and employees from any and all claims and demands of third persons arising out of or related to the delivery of municipal duties. This coverage shall extend to and include any and all liability, damage or expense created by any injury or injuries sustained to persons or property for the referenced activity. PURSUANT TO THE AUTHORITY PROVIDED IN NJS40A:10-1, et. Seq., the City of Jersey City has established a self-insured program to provide liability and workers compensation protection for the City's operations. USE OF PUBLIC SAFETY TRAINING ACADEMY: COUNTY OF MORRIS, ITS ELECTED, APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

COUNTY OF MORRIS Dept of Law and Public Safety Public Safety Training Academy PO BOX 900 MORRISTOWN NJ 079630900 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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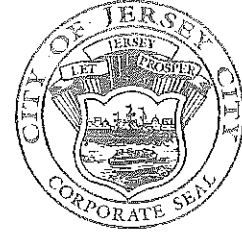
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-609

Agenda No. 10.15

Approved: _____

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH MORRIS COUNTY
TO PERMIT JERSEY CITY PROBATIONARY FIREFIGHTERS TO ATTEND
THE MORRIS COUNTY PUBLIC SAFETY ACADEMY**

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) is hiring new Firefighters on August 12, 2019; and

WHEREAS, it is necessary for the new Firefighters to attend a training academy certified by the State of New Jersey; and

WHEREAS, Morris County, a County of the State of New Jersey operates a State certified training academy; and

WHEREAS, Morris County agrees to permit the new City probationary Firefighters to attend its academy; and

WHEREAS, the cost of training a probationary Firefighter is one thousand five hundred ninety-five dollars (\$1,595.00) per Firefighter; and

WHEREAS, the number of Firefighters shall not exceed a maximum of twenty five (25) for a total contract amount of thirty nine thousand eight hundred and seventy five dollars (\$39,875.00); and

WHEREAS, the training will begin on August 12, 2019 and will continue until October 18, 2019; and

WHEREAS, N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public bidding; and

WHEREAS, funds in the amount of \$39,875 are available in Account No. 17-293-56-000-031.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized to sign a letter of agreement with Morris County in substantially the form of the attached permitting 25 Jersey City Firefighters to attend the Morris County Public Safety Academy from August 12, 2019 to October 18, 2019; and
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.

I, _____ (Lubna Muneer), Chief Financial Officer certify that funds in the amount of \$39,875.00 are available in Account No. 17-293-56-000-031. PO 134177

APPROVED: William O'Donnell

APPROVED AS TO LEGAL FORM

R.B.
7-8-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-17-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMEN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH MORRIS COUNTY TO PERMIT JERSEY CITY PROBATIONARY FIREFIGHTERS TO ATTEND THE MORRIS COUNTY PUBLIC SAFETY ACADEMY

Initiator

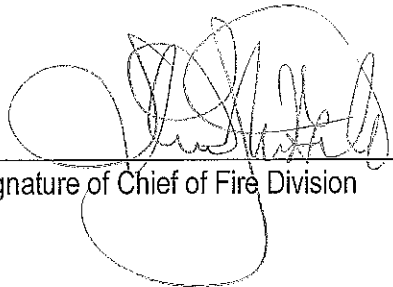
Department/Division	Public Safety	Division of Fire
Name/Title	Steven McGill	Chief of the Fire Division
Phone/email	201-547-4262	sjmcgill@njicps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


Resolution Purpose

It is required by law for the probationary firefighters to attend a training academy certified by the State of New Jersey. Morris County Firefighters/Police Training Academy is a State of New Jersey certified training academy.

I certify that all the facts presented herein are accurate.



Signature of Chief of Fire Division



Date

COUNTY OF MORRIS
DEPARTMENT OF LAW & PUBLIC SAFETY
PUBLIC SAFETY TRAINING ACADEMY

Board of Chosen Freeholders

Director

Douglas R. Cabana

Deputy Director

Heather Darling

Kathryn A. DeFillippo

John Krikus

Thomas J. Mastrangelo

Stephen H. Shaw

Deborah Smith

P.O. Box 900
Morristown, New Jersey 07963-0900

County Administrator
John Bonanni

Director of Law & Public Safety

Scott DiGiralomo

Academy Director

Daniel H. Colucci



973-285-2979

Fax 973-285-2971

June 7, 2019

Battalion Chief Joseph J. Vallo
Jersey City Fire Department
466 Marin Boulevard
Jersey City, NJ 07302

Dear Battalion Chief Vallo:

The Morris County Public Safety Training Academy will provide both Fire Fighter 1 and Fire Fighter 2 training as follows:

Fire Fighter 1 will cover the following:

- New Jersey State curriculum – Pro Board Certification
- Bloodborne Pathogens
- Confined Space Awareness
- WMD/CBRNE Awareness
- Haz Mat Awareness
- Haz Mat Operations
- Worker Right-to-Know
- Hazard Communication
- Mid-term written and practical material
- Written and final examination

The FEMA NIMS I-100 and I-700 should be conducted in-house before arrival at the Academy. Both courses are available on-line.

The class includes full daily physical fitness training including testing.

Battalion Chief Joseph J. Vallo
June 7, 2019
Page 2

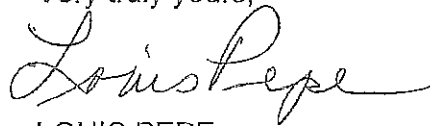
Fire Fighter 2 training will cover the following:

- New Jersey State curriculum – Pro Board Certification
- ICS I-200
- WMD/CBRNE Operations
- Rapid Intervention Crew
- Safety and Survival
- Technical Rescue (Confined Space)
- Harness Use
- Practice exercises
- Driver Simulator training and practical driving course
- Classroom sessions
- Written final examination

The cost for conducting the Fire Fighter 1 and Fire Fighter 2 courses for 25 recruits is 1,595.00 per recruit. The Academy can acclimate a class of this size within 30 days of a signed approval.

If you have any questions, please give me a call at 973-285-2944.

Very truly yours,



LOUIS PEPE
Fire Training Coordinator

rg

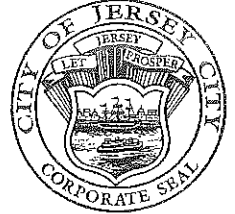
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res-19-610

Agenda No. 10.16

Approved: _____

TITLE:



RESOLUTION RATIFYING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

COUNCIL AS A WHOLE offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) hired thirty (30) Police Recruits who began in-service training on July 12, 2019; and

WHEREAS, it is necessary for the new Police Recruits to attend a training academy certified by the State of New Jersey; and

WHEREAS, the Union County John H. Stamler Police Academy ("Academy) located at 1776 Raritan Road, Scotch Plains, NJ 07076 has the facilities to satisfy this training need; and

WHEREAS, the Police Recruits commenced training at the Academy on July 12, 2019 and;

WHEREAS, the cost of training is two thousand and eighty dollars per Police Recruit, with every sixth recruit free; and

WHEREAS, the number of Police Recruits training at the Academy shall not exceed a maximum of thirty (30) for a total cost of fifty two thousand dollars (\$52,000.00) dollars, and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

WHEREAS, funds in the amount of \$500.00 are available in the 2019 fiscal year temporary budget;

Department of Public Safety/Division of Police

Acct. No.	P.O.#	Amount
01-201-25-240-307	134165	
	Temp Encumb.	\$500.00
	Total Contract	\$52,000.00

TITLE:

RESOLUTION RATIFYING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor or Business Administrator be authorized to execute the attached invoice permitting 30 Jersey City Police Recruits to attend the Union County John H. Stamler Police Academy from July 12, 2019 to December 18, 2019;
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal permanent budget.

I, _____ (Elizabeth Castillo), Acting Chief Financial Officer certify that there are sufficient funds available for payment of this resolution in Account No. 01-201-25-240-307.

APPROVED: _____

APPROVED AS TO LEGAL FORM

*R.P.
7-8-19*

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7.17.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



John H. Stamler Police Academy

1776 Raritan Road
 Scotch Plains, New Jersey 07076-2928
 Tel: 908-889-6112 / Email: lmartinez@ucnj.org



Invoice

Basic Course for Police Officers Training

Attention: Police Training/Purchasing Department
 Jersey City Police Department
 1 Journal Square Plaza, 4th Floor
 Jersey City, New Jersey 07306
 201-547-5477

COURSE NAME	CLASS #	COURSE DATES	PURCHASE ORDER #	TAX ID #	PAYMENT TERMS	DUE DATE
B.C.P.O.	121	07/12/2019 - 12/18/2019	1	22-6002481		
Quantity of Recruits	Per Recruit	DESCRIPTION OF TRAINING	TUITION COST	DISCOUNT	LINE TOTAL	
25	Per Recruit	Out-Of-County Recruit	\$ 1,890.00		\$ 47,250.00	
30		For every 5 recruits the 6th is free as per agreed.				
	Per Recruit	Out-Of-County Waivers	\$ 750.00			
	Per Recruit	Extensions for Waivers	\$ 750.00			
	Per Recruit	Alternate Route Recruits	\$ 2,761.00			
25	Per Recruit	Drug Testing Fee	\$ 90.00		\$ 2,250.00	
25	Per Recruit	Firearms Range Fee	\$ 100.00		\$ 2,500.00	
TOTAL DISCOUNT						
					SUBTOTAL	\$ 52,000.00
					SALES TAX	
					TOTAL	\$ 52,000.00

Make all checks payable to U.C.P.O. Police Training Account
 Thank you for selecting the John H. Stamler Police Academy for your recruit training.

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	SGT. MARTY PEREZ	TRAINING COMMANDER
Phone/email	201-547-6535	MPEREZ@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

HIRING AND TRAINING OF 30 POLICE RECRUITS

I certify that all the facts presented herein are accurate.

William O'Donnell
Signature of Department Director

07/08/2019
Date

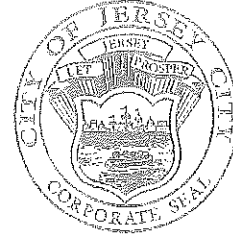
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-611

Agenda No. 10.17

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH BERGEN COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE BERGEN COUNTY LAW & PUBLIC SAFETY INSTITUTE

COUNCIL AS A WHOLE offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) will hire twenty (20) Police Recruits on July 19, 2019 to begin in-service training; and

WHEREAS, it is necessary for the new Police Recruits to attend a training academy certified by the State of New Jersey; and

WHEREAS, the BERGEN COUNTY LAW & PUBLIC SAFETY INSTITUTE located at 281 Campgaw Road, Mahwah NJ, 07430 has the facilities to satisfy this training need; and

WHEREAS, the Police Recruits will commence training at the Academy on July 19, 2019 and;

WHEREAS, the cost of training including drug testing is one thousand three hundred and ninety-five dollars per Police Recruit; and

WHEREAS, the number of Police Recruits shall not exceed a maximum of twenty (20) for a total cost of twenty seven thousand, nine hundred dollars (\$27,900.00), and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

TITLE:

RESOLUTION RATIFYING AN AGREEMENT WITH BERGEN COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE BERGEN COUNTY LAW & PUBLIC SAFETY INSTITUTE

WHEREAS, funds in the amount of \$500.00 are available in the 2019 fiscal year temporary budget;

Department of Public Safety/Division of Police

Acct. No.	P.O.#	Amount
01-201-25-240-307	Temp Encumb.	\$500.00
	Total Contract	\$27,900.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized to execute the attached quote dated June 26, 2019 permitting 20 Jersey City Police Recruits to attend the Bergen County Law & Public Safety Institute from July 19, 2019 to December 12, 2019;
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal permanent budget.

I, _____ (Elizabeth Castillo), Acting Chief Financial Officer certify that there are sufficient funds available for payment of this resolution in Account No. 01-201-25-240-307.

APPROVED: William O'Donnell

APPROVED AS TO LEGAL FORM

*R.B.
7-8-19*

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH BERGEN COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE BERGEN COUNTY LAW & PUBLIC SAFETY INSTITUTE

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	SGT. MARTY PEREZ	TRAINING COMMANDER
Phone/email	201-547-6535	MPEREZ@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

HIRING AND TRAINING OF 20 POLICE RECRUITS

I certify that all the facts presented herein are accurate.

William O'Donnell
Signature of Department Director

07/28/2019
Date



COUNTY OF BERGEN
DEPARTMENT OF PUBLIC SAFETY
LAW AND PUBLIC SAFETY INSTITUTE • POLICE, FIRE & EMS ACADEMIES
281 Campgaw Road • Mahwah, N.J. 07430
(201)785-5700 • FAX (201)785-6036

James J. Tedesco III
County Executive

Ralph Rivera, Jr.
Director of Public Safety

Richard Blohm
Director, Law & Public Safety Institute

QUOTE

June 26, 2019

JERSEY CITY POLICE DEPT.
Attention: Director Tawana Moody
1 Journal Square Plaza
Jersey City, NJ 07306

Basic Police Training Class #123 (July to December 2019)

Class Training – 20 officers @ \$1,350	\$ 27,000.00
Drug Testing (Urinalysis) – 20 officers @ \$45	900.00
	<u>\$ 27,900.00</u>

Payment may be made by voucher or check payable to: County of Bergen
Law & Public Safety Institute
281 Campgaw Road
Mahwah, NJ 07430

Please forward payment to the attention of Chief Robert Peacock.

PLEASE NOTE: The above is due and payable immediately. Final transcripts and certificates will not be issued unless voucher is issued or payment is made in a timely manner.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 1 9-612

Agenda No. 10.18

Approved: _____

TITLE:



**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
PURSUANT TO THE UNIFORMED SHARED SERVICES
CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., FOR THE CITY OF
JERSEY CITY TO PROVIDE ON-DUTY POLICE SERVICES TO THE
JERSEY CITY HOUSING AUTHORITY**

WHEREAS, the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a public housing authority to provide services to each other; and

WHEREAS, in order to enhance the safety and security of residents, the Jersey City Housing Authority (JCHA) requires the assistance of the Police Division of the City of Jersey City Department of Public Safety by providing the services of police officers; and

WHEREAS, the JCHA requests assignment of Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as liaisons with the Jersey City Police Department; and

WHEREAS, the JCHA and the City of Jersey City (City) desire to enter into a Shared Services Agreement for the City to provide the Housing Authority with the services of On-Duty Police Officers as more fully detailed in the Shared Services Agreement attached hereto; and

WHEREAS, the City shall provide police services to the JCHA in the afternoon and evening in accordance with the regular daily schedule of officers (Regular Hours) at no cost to the JCHA, and the JCHA shall pay the City for the cost of police services provided during Overtime Hours; and

WHEREAS, the total amount of the contract shall not exceed the sum of \$280,000.00, and the term of the Shared Services Agreement shall be for one year upon execution by the Mayor or Business Administrator.

NOW, THEREFORE, BE IT resolved by the Municipal Council of the City of Jersey City that:

1) The Mayor or Business Administrator is authorized to execute the Shared Services Agreement attached hereto with the JCHA for providing the JCHA with the services of On-Duty Police Officers subject to the following minimum terms and conditions:

a. The term of the Shared Services Agreement shall be for one (1) year effective upon execution; and

b. The JCHA shall pay the City for the overtime costs of the On-Duty Police Officers at the rates set forth in the contract attached hereto for a total contract amount not to exceed the sum of \$280,000.00; and

City Clerk File No. Res. 19-612

Agenda No. 10.18

TITLE:

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
PURSUANT TO THE UNIFORMED SHARED SERVICES
CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., FOR THE CITY OF
JERSEY CITY TO PROVIDE ON-DUTY POLICE SERVICES TO THE
JERSEY CITY HOUSING AUTHORITY**

2) A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

RRJMcK
5-13-19, 7-9-19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORMED SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., FOR THE CITY OF JERSEY CITY TO PROVIDE ON-DUTY POLICE SERVICES TO THE JERSEY CITY HOUSING AUTHORITY

Project Manager

Department/Division	Public Safety	Police
Name/Title	James Shea	Director
Phone/email	547-4239	JShea@NJJCPS.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a public housing authority to provide services to each other. To enhance the safety and security of residents, the Jersey City Housing Authority (JCHA) requires the assistance of the Jersey City Police Department by providing the services of on-duty police officers at various JCHA buildings. The City shall provide police services by on-duty officers during the regular hours set forth in the agreement at no cost to the Housing Authority. The Housing Authority shall pay the City for the cost of police services provided during overtime hours. The total amount of the contract for overtime hours shall not exceed the sum of \$280,000.00.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

One year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**SHARED SERVICES AGREEMENT BETWEEN
THE JERSEY CITY HOUSING AUTHORITY & THE CITY OF JERSEY CITY**

This Agreement made the ____ day of _____, 2019 between the **CITY OF JERSEY CITY** (hereinafter referred to as “the City”), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY HOUSING AUTHORITY**, (hereinafter referred to as “the Housing Authority”), a corporate body politic of the State of New Jersey, with offices at 400 U.S. Highway #1, Jersey City, New Jersey 07306.

RECITALS

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and public housing authority to provide services to each other; and

WHEREAS, in order to enhance the safety and security of its residents, the Housing Authority requires the assistance of the Police Division of the Jersey City Public Safety Department (hereinafter referred to as “JCPD”); and

WHEREAS, the Housing Authority requests assignment of Police Officers to help foster and promote the Housing Authority’s One Strike Policy and serve as liaisons with the JCPD; and

WHEREAS, the Housing Authority and the City desire to enter into this Shared Services Agreement for the City to provide the Housing Authority with On-Duty Police Officers as more fully detailed in this Agreement; and

WHEREAS, the term of this Shared Services Agreement shall be for one year effective July __, 2019 and may be renewed by mutual consent of the parties as more fully detailed in this Agreement; and

WHEREAS, the Housing Authority agrees to the pay the City for overtime hours connected with such services; and

WHEREAS, the total amount of the contract shall not exceed the sum of \$280,000.00.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1
Purpose of Agreement

The purpose of this Agreement is for the City to provide the Housing Authority with Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as liaisons with the JCPD.

Article 2
Scope of Services

1. (A) The City will create a Housing Unit within the JCPD to be staffed with a minimum of four (4) full-time officers (hereinafter referred to as "Housing Unit Police Officers") and one (1) Police Supervisor to enhance the safety and security of residents of public housing developments of the Housing Authority.

(B) The Housing Authority agrees that, during the course of this Agreement, Housing Unit Police Officers shall work in eight (8) hour shifts in the afternoon and evening in accordance with the officer's regular schedule. The City shall provide police services during the Regular Hours at no cost to the Housing Authority. The Housing Authority shall pay the City for the cost of police services provided during Overtime Hours. Any overtime will be approved in accordance with Housing Authority Policy. The Housing Unit Police Officers will patrol different housing development sites as determined in consultation with the Housing Authority. The JCPD will provide biweekly schedules on the first and fifteenth of every month, including overtime hours. However, it is understood that the Housing Unit Police Officers assigned to the JCHA may call regular police patrol officers to assist with arrests at no additional cost.

(C) The Housing Authority agrees to pay for additional police coverage requiring overtime hours as necessary for specific events and/or additional evening, early morning coverage, and weekend coverage.

(D) The JCPD will identify the Housing Authority Police Officers and Police Supervisor assigned to the Housing Unit.

2. The Housing Authority agrees to provide the following to the City at no cost, including but not limited to:

- Available office space and vacant residential units for surveillance purposes.
 - Access to security cameras which are linked to non-CCTV and CCTV surveillance network for police purposes, which are currently monitored by the JCPD.
 - Collaboration with the JCPD on grant applications, initiatives, programs, etc. that address the safety and security of JCHA residents, as requested.
3. The City agrees to provide the following to the Housing Authority at no cost, including but not limited to:
- A liaison between the JCPD and the Housing Authority.
 - Daily arrest bulletins.
 - Detailed police reports for Housing Authority's Public Housing and Section 8 Programs.
 - Statistics and/or reports of criminal activity for specific locations on or near Housing Authority housing developments for the purpose of grant applications, HUD filings, etc. as needed.
 - Surveillance/Investigation reports at Housing Authority housing developments.
 - Special police details in conjunction with city-wide initiatives (i.e. Anti-Crime/Drug, Weapons Collections, etc.).
 - Collaboration with the JCHA on grant applications, initiatives, programs, etc. that address the safety and security of JCHA residents, as requested.
 - Attendance at community meetings with residents and/or Asset Managers to discuss relevant issues and address community concerns.
 - Attendance at monthly meeting with the JCHA's Executive Director or designee to discuss relevant issues and to ensure program success.

Article 3
Term of Agreement

1. The term of this Agreement is one (1) year effective as of July __, 2019. The parties mutually consent to having the option to renew this shared services agreement for a one (1) year term commencing at the expiration of the initial term. The option to renew is conditioned upon: 1) either party delivering written notices to exercise its renewal option not later than thirty (30) days prior to the expiration of the initial term and 2) the adoption of resolutions by the Municipal Council and the Housing Authority Board.

2. The parties mutually consent to having the option to terminate this Agreement for convenience upon delivering written notice at least thirty (30) days prior to the date of termination. Any payments due will be prorated through the date of termination.

Article 4
Compensation and Payment

1. As compensation for providing these services, the Housing Authority agrees to pay the City the overtime costs for each Housing Unit Police Officer which shall be based on overtime rates ranging from \$31.21 per hour to \$93.78 per hour and the overtime costs for the Police Supervisor ranging from \$110.95 per hour to \$135.96 per hour.

2. The JCHA agrees to pay the City as full compensation for services to be rendered under this contract and requires the JCPD liaison to keep time records and submit monthly bills by the 10th of the month with a yearly limit not to exceed \$280,000.00.

3. Payments will be made approximately within thirty (30) to forty-five (45) calendar days. Invoices shall be submitted on a biweekly or monthly basis, even if there is no activity. With each invoice, all documentation including a summary/run sheet and vouchers are expected to be provided to verify work item is shipped, delivered or services are rendered. The vouchers' fields should all be properly filled including the name(s) of the officers, title/credentials, hours, rates dates and times they worked sorted by site in order to bill the appropriate department / site / location. All entries on the voucher should be signed or initialed by the individual making the entry, and shall include the person's credentials. In the section titled "Notes" on the voucher, this should be filled on

what service was provided or a status/report of all activities. Invoices must be sent to the Accounts Payable Department electronically at invoice@jcha.us or designee for review and approval. The items or services documented in the vouchers should be legible or services should not be billed.

Article 5
Contractual Relationship

1. In performing the services under this Agreement, the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the Housing Authority. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. The City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Housing Authority. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11
Counter-Parts

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 13
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable,

such determination shall not affect or impair any other provision of this Agreement.

Article 14
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15
Non-Discrimination

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, color, national origin, sex, religion, familial status, or disability. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 16
Hold Harmless & Indemnity

The City and the JCPD shall hold and save the JCHA, its officers and agents, free and harmless from liability of any nature occasioned by the City or the JCPD's performance under this Agreement. The City and the JCPD shall be responsible for all damages to persons or property that occurs as a result of the negligence of the Police Officers engaged in the scope of services pursuant to this Agreement. The Police Officers assigned pursuant to this Agreement shall take all proper safety precautions to protect the public and the property of others. The City and the JCPD shall defend, indemnify and hold harmless the JCHA, its officers and agents, from any and all claims, costs, expenses, liabilities, attorney fees, loss, damages arising out of or in any way connected to actions or omissions by the City or the JCPD and their employees, agents, or contractors' negligence, intentional misconduct, violation of law, regulation or ordinance, breach or default in the performance of this Agreement.

Article 17
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**City of Jersey City
Office of the Business Administrator
City Hall-280 Grove Street
Jersey City, New Jersey 07302**

**Jersey City Housing Authority
Office of the Executive Director
400 U.S. Highway #1
Jersey City, New Jersey 07306**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne Date
City Clerk

Brian Platt Date
Business Administrator

WITNESS:

JERSEY CITY HOUSING AUTHORITY

Carmen Carrillo Date
Executive Admin. Asst.

Vivian Brady-Phillips Date
Executive Director

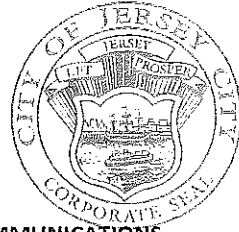
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-613

Agenda No. 10.19

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE PURCHASE AND INSTALLATION OF GENETEC EQUIPMENT AND SOFTWARE FOR CITY HALL, 280 GROVE STREET UNDER TIPS CONTRACT #161202, FOR THE DEPARTMENT OF PUBLIC ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The Interlocal Purchasing System (TIPS), is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, there exists a need for security upgrades on the antiquated security system currently at City Hall, 280 Grove Street; and

WHEREAS, Resolution 18-038, approved on January 10, 2018, authorized the City to enter into a cooperative agreement with TIPS; and

WHEREAS, the Department of Public Administration, Division of Architecture wishes to purchase and install security equipment and software services from Millennium Communications Group, Inc. 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 who is in possession of TIPS contract number 161202; and

WHEREAS, funds are available for this contract in the Trust Account;

Acct #	P.O. #	Amount
04-215-51-469-990	134095	\$98,875.44

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Millennium Communications Group, Inc. in the amount of \$98,875.44 for the security upgrades at City Hall;
2. The term of the contract will be eight (8) weeks commencing on the date of the contract award;
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and

(Continued on page 2)

City Clerk File No. Res. 19-613

Agenda No. 10.19

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR THE PURCHASE AND INSTALLATION OF GENETEC EQUIPMENT AND SOFTWARE FOR CITY HALL, 280 GROVE STREET UNDER TIPS CONTRACT #161202, FOR THE DEPARTMENT OF PUBLIC ADMINISTRATION, DIVISION OF ARCHITECTURE

- 4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, _____, Lubna Muneer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Amount
04-215-51-469-990	134095	\$98,875.44

Approved: Peter Folgado, QPA, RPPO 6/25/19
 Date

PF/rt/RR
6/25/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
7-6-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF GENETEC EQUIPMENT AND SOFTWARE FOR CITY HALL, 280 GROVE STREET UNDER TIPS CONTRACT #161202, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for security upgrades at City Hall, 280 Grove Street. Millennium Communications submitted a proposal for the purchase and installation of Genetec Equipment and Software.

Cost (Identify all sources and amounts)

General Buildings Capital Account
04-215-55-146-990 \$98,875.44

Contract term (include all proposed renewals)

Approximately two (2) months

Type of award

If "Other Exception", enter type

Additional Information

The installation of Genetec Equipment and Software are needed in order to upgrade the antiquated security system currently at City Hall.

I certify that all the facts presented herein are accurate.


Signature of Division Director

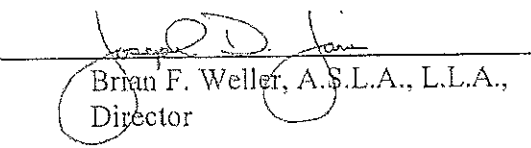
0.24.19
Date

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A., of full age, hereby certifies as follows:

1. I am the Chief Landscape Architect of the City of Jersey City (City) and have knowledge of the services needed for the Department of Administration, Division of Architecture.
2. The City of Jersey City requires installation of Genetec Equipment and Software at City Hall.
3. The City received a proposal from Millennium Communications.
4. I recommend awarding this contract to Millennium Communications.
5. The term of the contract eight (8) weeks as of the date of contract award.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 06-25-19



Brian F. Weller, A.S.L.A., L.L.A.,
Director



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : June 24, 2019

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *(BFW)*

SUBJECT : City Hall - Security Upgrades
Project No. 2019-018
Re: Millennium Communications

Attached for your consideration is the Resolution authorizing the award of a contract to Millennium Communications under TIPS Contract #161202 in connection with the security upgrades at City Hall, 280 Grove Street, Jersey City, New Jersey 07302. Millenniums' services include the following:

1. Installation of Synergis Access Control Software;
2. System programming and set up of access groups, card holder groups & areas, including configurations; and
3. System training 1 day

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

*One Point of Contact
Endless Possibilities.*



SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06
Passaic County Co-Op NPOC/P
PEPPM

June 18th 2019

Director Kierce
Jersey City OEM/Homeland Security
715 Summit Avenue
Jersey City, NJ 07306

Dear Director Kierce:

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal. All work will be performed under the NJ Prevailing Wage Act and our TIPS Contract # 161202.

Jersey City Town Hall Turnstile, Scanner, Metal Detector Access Control & Visitor Management

Synergis Access Control Software:

- (1) GSC Synergis Standard Package which includes: 1 Access Manager, Max. 64 readers, Max. 1 Access Manager, Max. 5 clients, Badge Designer.
- (1) RF Ideas PcProx Plus Enroll w/iCLASS Black USB Reader (includes USB enrollment reader connection license)
- (200) iCLASS Contactless Smart Card, 2kbit with 2 application areas (pre-configured) 26-bit HID programmed, plain white front/back, inkjetted sequential matching internal/external numbering, no slot punch
- (1) Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmware, four RS-485 ports, PoE.
- (1) Small Enclosure Kit (unassembled). 21x23 inches/53.3x58.4 cm enclosure, lock/key, tamper, backplate, screws for backplate (including for Mercury and HID modules), battery cover and tamper.
- (1) 6A Power Supply Kit for America. 6A power supply/charger board (110VAC/60Hz, 12 VDC @ 6A output); Screws, standoffs and fuse assembly
- (1) LP1501 Door Controller
- (1) SMA for 1 Omnicast or Synergis Standard system – 1 year
- (1) Multiclass iClass reader
- System Programming and set up of access groups, card holder groups & areas
- System / End user training- 1 Day
- Millennium will configure Card Holders, Cardholder groups, Access Rules & Areas
- Millennium will show customer how to add new credentials to the system along with schedules (Holiday Schedule, Unlock Schedule) (if applicable) and the end user will then add all additional existing or new users.
- End user will provide a excel spreadsheet to Millennium with the following information
First Name, Last Name, Cardholder Group etc....

*The Point of Contact.
Endless Possibilities.*



SPIN #143007785
Federal GSA #GS-35F-0220R
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HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06
Passaic County Co-Op #06
PEPPM

Credential Printer

- (1) DTC4000 DS Same Side Input/Output card hopper Base Model + Ethernet™ with Internal Print Server
- (1) Programming & Configuration

Visitor Management

- (1) GSC-Sy-P-Vis Visitor Management Module
- (1) GSC-1PIDSCANNER Document(Passport/Licenses) Scanner Plugin. Only available with Professional or Enterprise packages (Synergis™ and/or Omnicast™). Mandatory Genetec Advantage.
- (1) (3M) AT9000 MK2 Full Page Passport Scanner Complete Solution
- (1) LABEL, 12-HOUR TIME EXPIRING, 2 1/4" X 4", ADHESIVE BADGE, 250 PER ROLL, 1 ROLL PER BOX, DYMO 30911
- (1) Dymo 450 Turbo Thermal Printer (B&W)
- (1) LOGITECH QUICKCAM CAMERA

Turnstile

- (1) Swinging barrier optical turnstile 1 ADA lane
- (1) Remote control panels
- (1) Setup / programming

Metal Detector & X-Ray Machine

- (1) L-3 Systems model PX 5.3 checkpoint x-ray machine # 1000-1PX53-00
- (6) Plastic bins for x-ray machine - included free of charge
- (1) Sign, "All Bags Subject to X-ray Screening" - included free of charge
- (2) L-3 Systems 1 Meter roller table for model PX 5.3 # 1000-11551-00
- (1) Garrett PD 6500i multi-zone security walkthrough metal detector # 1168414
- (3) Pocket item trays to hold personal items (keys, cell phones, pocket change etc.) - included free of charge
- (1) Sign, "Metal Detector Screening required" - included free of charge

Town Hall Turnstile, Scanner, Metal Detector, Etc Total:

598,875.44

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance

One Point of Contact.
Endless Possibilities.



SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06
Passaic County Co-Op SEPUCP
PEPPM

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.

One Full-Time Contract
Endless Possibilities.



SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06
Passaic County Co-Op ASPULP
PEPPAI

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Please include a copy of your ST-4 tax exempt form.

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding July 17, 2019 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Millennium Communications Group, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed *Robert Ritchie* Title: President

Print Name Robert Ritchie Date: June 21, 2019

Subscribed and sworn before me
this 21st day of June, 2019.

Robert Ritchie
(Affiant)

My Commission expires: _____
Robert Ritchie, President

(Print name & title of affiant) (Corporate Seal)

Carlene Johnson
Carlene Johnson
Notary Public of New Jersey
ID# 2201240
My Commission Expires May 29, 2022

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prioz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert Ritchie	41 Cooke Road, Blairstown, NJ 07825
Kenneth McLaughlin	15 Woodland Avenue, Mountain Lakes, NJ 07046
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Julie Basil	104 Elmwood Road, Verona, NJ 07044

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signature of Affiant: [Signature] Title: President

Printed Name of Affiant: Robert Ritchie Date: June 21, 2019

Subscribed and sworn before me this <u>21st</u> day of <u>June</u> , 2019.	<u>[Signature]</u> Notary Public of New Jersey ID# 2201240	<u>[Signature]</u> (Witnessed or attested by)
My Commission expires: <u>My Commission Expires May 29, 2022</u>		(Seal)

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Millennium Communications Group, Inc.

Organization Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
 Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC)
 Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Robert Ritchie	41 Cooke Road, Blairstown, NJ 07825
Kenneth McLaughlin	15 Woodland Avenue, Mountain Lakes, NJ 07046
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Julie Basil	104 Elmwood Road, Verona, NJ 07044

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not applicable.	

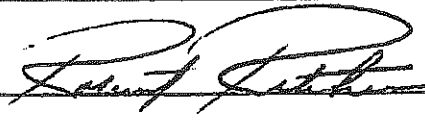
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not applicable.	

Part IV CERTIFICATION

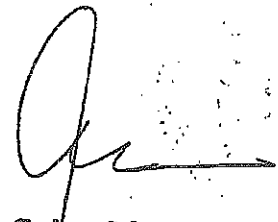
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Robert Ritchie	Title:	President
Signature:		Date:	June 21, 2019

SIGNATURE: 

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY June 21st OF 2019



(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2022

Carlene Johnson
Notary Public of New Jersey
ID# 2201240
My Commission Expires May 29, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: Millennium Communications Group, Inc. _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

X I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidders Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (Chapter 25 List). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

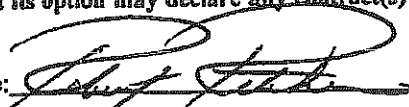
G I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.

Name: _____	Relationship to Bidder/Offeror: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert Ritchie _____ **Signature:**  _____

Title: President _____ **Date:** June 21, 2019 _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanj@icnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: June 21, 2019


APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President
Representative's Signature: 
Name of Company: Millennium Communications Group, Inc.
Tel. No.: (973) 503-1313 Date: June 21, 2019

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936
Telephone No. : (973) 503-1313
Contact Name : Robert Ritchie, President

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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Business Name: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No. : (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

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Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
Renewal

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 12-MAR-2015 to 15-MAR-2022



Andrew P. Sidamon-Eshoff
State Treasurer

A handwritten signature in black ink, appearing to read "A. Sidamon-Eshoff".



MILLENNIUM COMMUNICATIONS GROUP INC.
11 MELANIE LANE, UNIT 18
EAST HANOVER NJ 07936

STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
SALES TAX COLLECTION SCHEDULE
 RATE 6% EFFECTIVE JULY 1, 1992

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.10	None	\$6.11 to \$6.22	\$0.37
0.11 to 0.22	\$0.01	6.23 to 6.38	.38
0.23 to 0.38	.02	6.39 to 6.56	.39
0.39 to 0.56	.03	6.57 to 6.72	.40
0.57 to 0.72	.04	6.73 to 6.88	.41
0.73 to 0.88	.05	6.89 to 7.10	.42
0.89 to 1.10	.06	7.11 to 7.22	.43
1.11 to 1.22	.07	7.23 to 7.38	.44
1.23 to 1.38	.08	7.39 to 7.56	.45
1.39 to 1.56	.09	7.57 to 7.72	.46
1.57 to 1.72	.10	7.73 to 7.88	.47
1.73 to 1.88	.11	7.89 to 8.10	.48
1.89 to 2.10	.12	8.11 to 8.22	.49
2.11 to 2.22	.13	8.23 to 8.38	.50
2.23 to 2.38	.14	8.39 to 8.56	.51
2.39 to 2.56	.15	8.57 to 8.72	.52
2.57 to 2.72	.16	8.73 to 8.88	.53
2.73 to 2.88	.17	8.89 to 9.10	.54
2.89 to 3.10	.18	9.11 to 9.22	.55
3.11 to 3.22	.19	9.23 to 9.38	.56
3.23 to 3.38	.20	9.39 to 9.56	.57
3.39 to 3.56	.21	9.57 to 9.72	.58
3.57 to 3.72	.22	9.73 to 9.88	.59
3.73 to 3.88	.23	9.89 to 10.10	.60*
3.89 to 4.10	.24	Over \$10	.60*
4.11 to 4.22	.25	Over \$20	1.20*
4.23 to 4.38	.26	Over \$30	1.80*
4.39 to 4.56	.27	Over \$40	2.40*
4.57 to 4.72	.28	Over \$50	3.00*
4.73 to 4.88	.29	Over \$60	3.60*
4.89 to 5.10	.30	Over \$70	4.20*
5.11 to 5.22	.31	Over \$80	4.80*
5.23 to 5.38	.32	Over \$90	5.40*
5.39 to 5.56	.33	Over \$100	6.00*
5.57 to 5.72	.34	Over \$200	12.00*
5.73 to 5.88	.35	Over \$300	18.00*
5.89 to 6.10	.36	Over \$400	24.00*

* amounts above \$10.00, the tax shall be \$0.06 on each dollar of the amount of sale, plus the tax on each part dollar, in excess of a full dollar in accordance with the formula.
 ST-75 (11-97)

STATE OF NEW JERSEY
Certificate of Authority

This is to certify that the undersigned is a duly licensed and qualified person to collect and remit sales tax on behalf of the State of New Jersey.

I, **John J. ...**
 Director of Taxation

This certificate is valid for the period of **12** months from the date of issuance.

ISSUED ON: **07-01-92**
 EXPIRES ON: **07-01-93**

MILLENBURY - COMMUNICATIONS GROUP
 111 MELBARK ROAD
 EAST HANOVER, NJ 07927

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, N J 08646-0282

TAXPAYER NAME:

TRADE NAME:

MILLENNIUM COMMUNICATIONS GROUP INC.

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

223-378-133/000

0083855

ADDRESS:

ISSUANCE DATE:

11 MELANIE LANE UNIT 13
EAST HANOVER NJ 07936

05/15/03

EFFECTIVE DATE:

03/29/95

J.P. S. Tully
Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Gary Hartwig

From: CClass@treas.state.nj.us
Sent: Friday, May 25, 2018 8:10 AM
To: Gary Hartwig
Subject: Notice of Classification

MILLENNIUM COMMUNICATIONS GROUP, INC.
11 MELANIE LN - UNIT 13
EAST HANOVER, NJ 07936

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

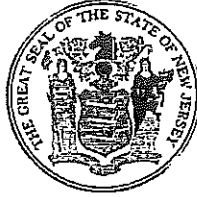
Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C052 -AUDIO-VISUAL SYSTEMS	05/24/2018	05/23/2020
	C048 -COMMUNICATION SYSTEMS	05/24/2018	
	C122 -FIBER INSTALLATION / SPLICING ONLY license #: 2345	05/24/2018	
	C120 -INSIDE PLANT CABLE license #: 2345	05/24/2018	
	C121 -OUTSIDE PLANT CABLE license #: 2345	05/24/2018	
	C050 -SECURITY/INTRUSION ALARMS	05/24/2018	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

Certificate Number
61736

Registration Date: 04/19/2018
Expiration Date: 04/18/2020



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Millennium **2018** Communications Group, Inc.

Responsible Representative(s):
Robert Ritchie, President
Dale Creamer, Owner
J. Fletcher Creamer, Owner

Responsible Representative(s):
Kenneth McLaughlin, Vice-President
Glenn Creamer, Owner
Ronald Cassel, CEO

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
Board of Examiners of Electrical Contractors
124 Halsey Street, 6th Floor, Newark, NJ 07102



JOHN J. HOFFMAN
Acting Attorney General

STEVE C. LEE
Acting Director

Mailing Address:
P.O. Box 45006
Newark, NJ 07101
(973) 504-6410

April 14, 2014

Mr. Ron Cassel
MILLENNIUM COMMUNICATIONS GROUP INC.
11 Melanie Lane
East Hanover NJ 07936

RE: Telecommunications Wiring
Exemption Card

Dear Mr. Ron Cassel:

Attached is the Telecommunications Wiring Exemption Card.

Please be advised that pursuant to N.J.A.C. 13:31-4.1, the Telecommunications Wiring Exemption, amended and recodified on June 3, 2002 by the Board of Examiners of Electrical Contractors, the exempt entity shall:

- (g) Notify the Board in writing of any change of address within 10 days of the address change.
- (h) Notify the Board in writing of any change in name, ownership, or form of ownership, within 30 days of such change.

These changes must be reported in writing to the Board of Examiners of Electrical Contractors, P.O. Box 45006, Newark, New Jersey 07101.

Additionally, any questions concerning your exemption or your card should be directed to the Board by calling (973) 504-6410.

Sincerely,

David Freed
Acting Executive Director

	New Jersey Office of the Attorney General	
	Division of Consumer Affairs Board of Examiners of Electrical Contractors	
	TELECOMMUNICATIONS	
	Limited Wiring Exemption*	
Issued to:	Millennium Communications Group Inc. 11 Melanie Lane East Hanover, NJ 07936	
	2345	
Signature of holder	Exemption No.	

VENDOR COPY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

FOR DIRECTOR OF PURCHASE AND PROPERTY
DATE 4/2/15
DATE 3/23/15

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 23512 INCLUDING ANY ADDENDA THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

- 1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS: 03/20/15 CONTRACT ENDING ORDERING PERIOD DATE IS: 03/19/20
- 2. F.O.B. POINT: DESTINATION
- 3. DELIVERY: DELIVERY WILL BE MADE WITHIN AS SPECIFIED ELSEWHERE UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN: YES
- 4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 1.00% 10 DAYS. NET 30 DAYS. PERFORMANCE BOND REQUIRED: NO ; DATE REQUIRED: 00/00/00 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
- 6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
- 7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER THE COOPERATIVE PROCUREMENT PROGRAMS
- 8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
- 9. AWARDED LINES: YOU WERE AWARDED 2 LINES FROM THE SOLICITATION NUMBER 23512. THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

TERM CONTRACT FROM: 03/20/15 TO: 03/18/20 ESTIMATED AMOUNT: \$ 500,000.00

VENDOR NO.: 223378133 00
VENDOR PHONE: (973) 503-1313
F/EIN/SSN: 223379133
REQ AGENCY: 822050
PROCUREMENT BUREAU
AGENCY REQ NO.: 1042028
PURCH REQ NO.: 19
FISCAL YEAR: 19
COMMODITY CODE: 81997
SOLICITATION #: 23512
BID OPEN DATE: 07/22/14

MILLENNIUM COMMUNICATIONS GRP
11 MELANIE LANE UNIT 13
EAST HANOVER NJ 07938

NUMBER: A88720
DATE: 03/20/15
BUYER: JAMES E STRYPE
PHONE: (808) 341-2977
EFFECTIVE DATE: 03/20/15
EXPIRATION DATE: 03/18/20
T-NUMBER: 12989
CONTRACTOR: MILLENNIUM COMMUNICATIONS GRP

STATE OF NEW JERSEY
PROCUREMENT BUREAU
33 WEST STATE ST 8TH FL TRENTON, NJ 08625-0230
PROFESSIONAL CONTRACT
COMMUNICATIONS WIRING SERVICES



PRICE SHEET		PROFESSIONAL CONTRACT			
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08626-0230		NUMBER : A88740 T-NUMBER : T2888		PAGE 2	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00001	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: RI STATE-WIDE ONLY COMMODITY CODE: 915-97-088899 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES HOURLY LABOR RATES: SEE SCHEDULES FOR RATE AND TITLE.	1	EACH	NET	
00002	COMMODITY CODE: 915-97-088910 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: COMMUNICATIONS WIRING SERVICES MATERIAL (CABLE/WIRE/FIBER): PRICING DETERMINED BY NJ T1778, AS DESCRIBED IN SECTION 3.2.1, #4 OF THIS CONTRACT.	1	EACH	NET	

VENDOR COPY



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

September 18, 2018

Robert Ritchie, President
Millennium Communications Group, Inc.
11 Melanie Lane, Unit 13
East Hanover, NJ 07936

Re: Contractor Prequalification Notice
Federal Tax ID: 22-3379133

Dear Mr. Ritchie:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that Millennium Communications Group, Inc. has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Aggregate Rating</i>
COMMUNICATION SYSTEMS	\$15 MILLION
SECURITY/INTRUSION ALARMS	
AUDIO-VISUAL SYSTEMS	
INSIDE PLANT CABLE	
OUTSIDE PLANT CABLE	
FIBER INSTALLATION/SPLICING ONLY	

Your firm is prequalified by the NJSDA until **May 23, 2020**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds
Director,
Risk Management and Vendor Services

cc: Prequalification File
R. Britton



New Jersey Division of Revenue

Revenue

NJEGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0083855 FOR MILLENNIUM COMMUNICATIONS GROUP INC. IS
VALID.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-614

Agenda No. 10.20

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. D/B/A NATIONAL COOPERATIVE LEASING INC. FOR A FIVE (5) YEAR LEASE OF TWENTY-FOUR (24) 2020 FORD EXPLORER INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the City of Jersey City (City) needs to lease twenty-four (24) 2020 Ford Explorer Interceptor vehicles for the Division of Police; and

WHEREAS, Resolution 14.538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, now known as the Sourcewell Purchasing Cooperative; and

WHEREAS, the Department of Public Safety, Division of Police wishes to enter into a five (5) year lease of twenty-four (24) 2020 Ford Explorer Interceptor vehicles from Lease Servicing Center Inc. d/b/a National Cooperative Leasing Inc., 220-22nd Avenue, Suite 106, Alexandria, Minnesota 56308 who is in possession of Sourcewell contract number 032615-NCL; and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	Total Contract	Temp Encumbrance
01-201-25-240-403	134034	\$1,246,682.88	\$5,000.00

WHEREAS, the total contract amount for the five (5) year lease is \$1,246,682.88; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Lease Servicing Center Inc. dba National Cooperative Leasing Inc. in the amount of \$1,246,682.88 for a five-year lease of twenty-four (24) 2020 Ford Explorer Interceptor vehicles is authorized;

(Continued on Page 2)

City Clerk File No. Res. 19-614

Agenda No. 10-20

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. DBA NATIONAL COOPERATIVE LEASING INC. FOR A FIVE (5) YEAR LEASE OF TWENTY-FOUR (24) 2020 FORD EXPLORER INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

- 2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
- 3. The term of the contract shall be for a period of five years effective January 15, 2020 through January 14, 2025;
- 4. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budgets; and
- 5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, _____, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Total Contract	Temp Encumbrance
01-201-25-240-403	134034	\$1,246,682.88	\$5,000.00

Approved: _____
Peter Folgado, Director of Purchasing,
QPA, RPPO

6/19/19
Date

PF/pv/RR
6/18/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

*R.R.
6-25-19*

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7-17-19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. D/B/A NATIONAL COOPERATIVE LEASING INC. FOR A FIVE (5) YEAR LEASE OF TWENTY-FOUR (24) 2020 FORD EXPLORER INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJP

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	Ortizh@jcnj.org Mvalenti@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

- ✚ To lease/purchase (24) Police Interceptor Utility. All Wheel Drive.
- ✚ Annual least payment of \$273,610.86 commencing January 15, 2020.
- ✚ Will be used for City Wide Patrol.

Cost (Identify all sources and amounts)

01-201-25-240-403
 Total Contract Amount = \$1,246,682.88
 Temporary Encumbrance = \$5,000.00

Contract term (include all proposed renewals)

Five (5) year lease.
 1/15/20 - 1/14/25

Type of award

SOURCEWELL PURCHASING COOPERATIVE

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


 Signature of Department Director

6/20/17
 Date

Signature of Purchasing Director

Date

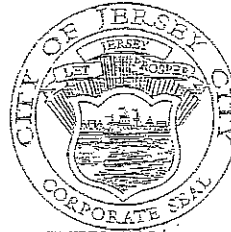
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____

Agenda No. _____

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. D/B/A NATIONAL COOPERATIVE LEASING INC. FOR A FIVE (5) YEAR LEASE OF TWENTY-FOUR (24) 2020 FORD EXPLORER INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the City of Jersey City (City) needs to lease twenty-four (24) 2020 Ford Explorer Interceptor vehicles for the Division of Police; and

WHEREAS, Resolution 14.538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, now known as the Sourcewell Purchasing Cooperative; and

WHEREAS, the Department of Public Safety, Division of Police wishes to enter into a five (5) year lease of twenty-four (24) 2020 Ford Explorer Interceptor vehicles from Lease Servicing Center Inc. d/b/a National Cooperative Leasing Inc., 220-22nd Avenue, Suite 106, Alexandria, Minnesota 56308 who is in possession of Sourcewell contract number 032615-NCL; and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	Total Contract	Temp Encumbrance
01-201-25-240-403	134034	\$1,246,682.88	\$5,000.00

WHEREAS, the total contract amount for the five (5) year lease is \$1,246,682.88; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Lease Servicing Center Inc. dba National Cooperative Leasing Inc. in the amount of \$1,246,682.88 for a five-year lease of twenty-four (24) 2020 Ford Explorer Interceptor vehicles is authorized;

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. DBA NATIONAL COOPERATIVE LEASING INC. FOR A FIVE (5) YEAR LEASE OF TWENTY-FOUR (24) 2020 FORD EXPLORER INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

- 2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
- 3. The term of the contract shall be for a period of five years effective January 15, 2020 through January 14, 2025;
- 4. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budgets; and
- 5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, _____, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Total Contract	Temp Encumbrance
01-201-25-240-403	134034	\$1,246,682.88	\$5,000.00

Approved: _____
 Peter Folgado, Director of Purchasing,
 QPA, RPPO

6/18/19

 Date

PF/pv/RR
6/18/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. D/B/A NATIONAL COOPERATIVE LEASING INC. FOR A FIVE (5) YEAR LEASE OF TWENTY-FOUR (24) 2020 FORD EXPLORER INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJP

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	Ortizh@icnj.org Mvalenti@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

↓ To lease/purchase (24) Police Interceptor Utility. All Wheel Drive.
 ↓ Annual least payment of \$273,610.86 commencing January 15, 2020.
 ↓ Will be used for City Wide Patrol.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-25-240-403
 Total Contract Amount = \$1,246,682.88
 Temporary Encumbrance = \$5,000.00

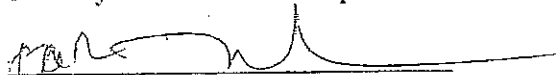
Five (5) year lease.
 1/15/20 - 1/14/25

Type of award SOURCEWELL PURCHASING COOPERATIVE

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


 Signature of Department Director 6/20/19
 Date

 Signature of Purchasing Director Date

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#032615-NCL NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Matt Geiselhart - (866) 763-7600
mgeiselhart@lscfinancial.com

ACCEPTANCE

As a duly authorized agent of the City of Jersey City, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
 NAME: _____ TITLE: _____
 PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOU OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



May 31, 2019

City of Jersey City
280 Grove Street
Jersey City, NJ 07302

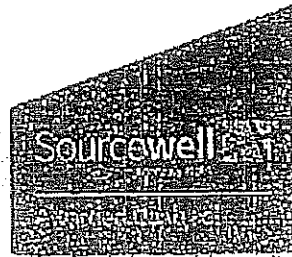
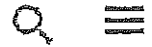
Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing ("NCL") is pleased to propose to the City of Jersey City the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Jersey City would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a 2020 Police Interceptor's (24). This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Jersey City
LESSOR:	Lease Servicing Center, Inc. dba National Cooperative Leasing & it's assigns
EQUIPMENT:	2020 Police Interceptor's (24)
EQUIPMENT COST:	\$1,246,682.88
DOWN-PAYMENT:	\$0
AMOUNT FINANCED:	<u>\$1,246,682.88</u>
TERM:	<u>5 Years</u>
Annual Lease Payments:	\$273,610.86
FIRST PAYMENT DUE:	15-Jan-20
PURCHASE OPTION:	\$1.00
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by May 31, 2019 and the transaction closes/funds prior to July 01, 2019. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$250 paid to Lessor at closing



National Cooperative Leasing
Leasing & Financing

#032615-NCL

Maturity Date: 04/09/2020

[Additional Services](#) 

Products & Services

Sourcewell contract 032615-NCL gives access to the following types of goods and services:

- o Tax Free Municipal Leases
- o Numerous Lease Options

Additional information can be found on the vendor-provided, nongovernment website at:

www.nationalcooperativeleasing.com

Letter of Agreement
To Extend the Contract

Between

National Cooperative Leasing aka Lease Servicing Center, Inc. (Vendor)
220 22nd Avenue East Suite 106
Alexandria, MN 56308

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #032615-NCL) for the procurement of Leasing and Financing Solutions with Related Services. This Agreement has an expiration date of April 9, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 9, 2020. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: Jeremy Schwarz, its: Director of Cooperative Contracts & Procurement/CFO

Name printed or typed: Jeremy Schwarz

Date 4-6-17

National Cooperative Leasing aka Lease Servicing Center, Inc.

By: Christina J. Cantrill, its: Sec. Treas.

Name printed or typed: CHRISTINA J. CANTRILL

Date 4/6/17



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032615 LEASING AND FINANCING SOLUTIONS WITH RELATED SERVICES


Lease Servicing Center, Inc. dba National Cooperative Leasing
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15, and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:



NJPA Executive Director

Dr. Chad Couette
(Name printed or typed)

Awarded this 9th day of April, 20 15

NJPA Contract Number 032615-NCL

NJPA Authorized signature:


NJPA Board Member

Scott Veroneo
(Name printed or typed)

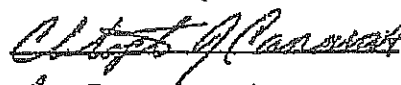
Executed this 9th day of April, 20 15

NJPA Contract Number 032615-NCL

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name LEASE SERVICING CENTER, INC. dba NATIONAL COOPERATIVE LEASING

Vendor Authorized signature:



CHRISTINA I CALVATI
(Name printed or typed)

Title:

SECRETARY / TREASURER

Executed this 21st day of MAY, 20 15

NJPA Contract Number 032615-NCL

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Lease Servicing Center, Inc. dba National Cooperative Leasing

Contact Person for Questions: Christopher Canavati

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 220 22nd Avenue East Suite 106

City/State/Zip: Alexandria, MN 56308

Telephone Number: (320) 763-7600 Fax Number: (320) 763-9600

E-mail Address: chris@lscfinancial.com

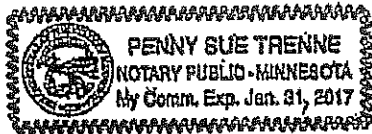
Authorized Signature: *Christopher Canavati*

Authorized Name (typed): Christopher Canavati

Title: Secretary / Treasurer

Date: 3/25/15

Notarized



Subscribed and sworn to before me this 25th day of March, 20 15

Notary Public in and for the County of Douglas State of MN

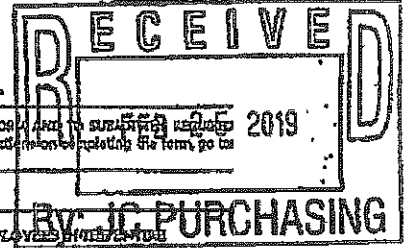
My commission expires: 1-31-17

Signature: *Penny Sue Trenne*

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT WITH REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION R, ITEM 11. For instructions regarding the form, go to http://www.state.nj.us/purchase/contract_compliance/aa302int.pdf



SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES (WHOLE COMPANY): _____

4. COMPANY NAME: Lease Servicing Center, Inc. dba National Cooperative Leasing

5. STREET: 230 22nd Avenue E Ste 106 CITY: Alexandria COUNTY: Douglas STATE: MN ZIP CODE: 56308

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE: IS THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: _____

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07305

11. DATE RECEIVED: _____ 12. AWARD DATE: _____ 13. ASSIGNED CERTIFICATION NUMBER: _____

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT A W-90 REPORT.

Job Categories	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2, 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	5	2	3	0	0	0	0	0	0	0	0	0	0
Office & Clerical	5	2	3	0	0	0	0	0	0	0	0	0	0
Craftpersons (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	5	4	1	0	0	0	0	0	0	0	0	0	0
Total employment from previous Report (If any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part-Time Employees	This data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO EACH OR HEROIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

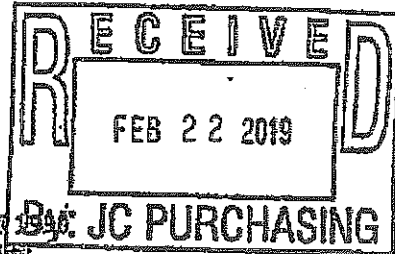
15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR: . . .

13. DATES OF PAYROLL PERIOD USED From: 01/01/2019 To: 02/25/2019

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Chris J Canavati SIGNATURE: [Signature] TITLE: Sec/Treas DATE: 02 / 25 / 19

17. ADDRESS NO. & STREET: 220 22nd Avenue E Ste 106 CITY: Alexandria COUNTY: Douglas STATE: MN ZIP CODE: 56308 PHONE (AREA CODE, NO. EXTENSION): 320 - 753 - 7600



APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed _____
Represantative's Signature _____
Name of Company: Lease Servicing Center, Inc dba National Cooperative Leasing
Tel. No.: 325-783-7800 Date: 2/21/19

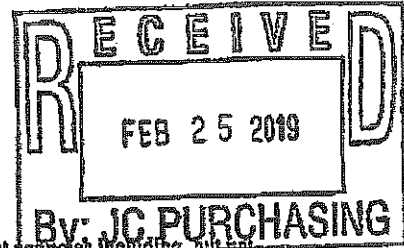


EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form-AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Cristo Carvajal - Saa / Trgs

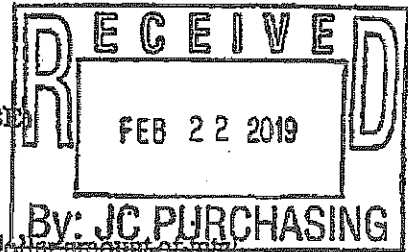
Representative's Signature: [Signature]

Name of Company: Lease Services Center, Inc dba National Cooperative Leasing

Tel. No.: 201-261-1600

Date: 2/21/09

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders



Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Leasas Servicing Center, Inc dba National Cooperative Leasing
Address : 220 22nd Avenue E Ste 108
Telephone No. : 320-763-7800
Contact Name : Chris Canavatt

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

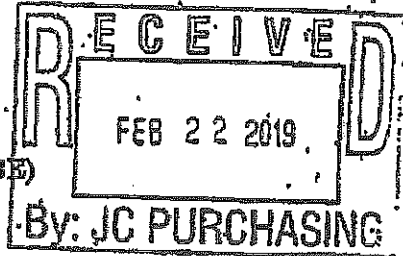
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lease Servicing Center, Inc dba National Cooperative Leasing

Address: 220 22nd Avenue E Ste 108

Telephone No.: 320-763-7600

Contact Name: Chris Canavali

Please check applicable category:

- Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Women Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

RECEIVED
FEB 22 2019
By: JC PURCHASING

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~entity~~ *entity* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the *(name of entity of elected officials)* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Asey for Council
Lavato for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Miri Canavali	12133 Co Rd 5B, Brandon MN 56315
Chris Canavali	2220 Malesic Lane, Alexandria MN 56308

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lease Servicing Center, Inc. aka Natural Cooperative Leasing

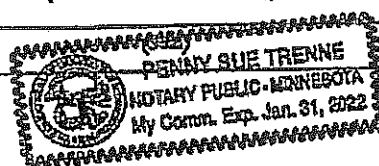
Signature of Affiant: *Chris Canavali* Title: Sec / Treas

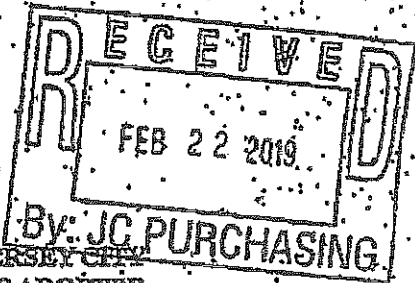
Printed Name of Affiant: Chris Canavali Date: 2/21/19

Subscribed and sworn before me this 21 day of
February, 2019

PST
(Witnessed or attested by)

My Commission expires: 1/31/22





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lease Servicing Center, Inc dba National Cooperative Leasing (name of business entity) has not made any reportable contributions in the one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lease Servicing Center, Inc dba National Cooperative Leasing (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

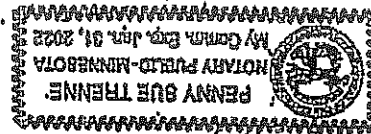
Name of Business Entity: Lease Servicing Center, Inc dba National Cooperative Leasing

Signed: [Signature] Title: Sec / Treas

Print Name: Chris Canavall Date: 2/21/19

Subscribed and sworn before me
this 21 day of February, 2019
My Commission expires: 1/31/22

[Signature]
(Affiant)
Penny S Trenne - Controller
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LEASE SERVICING CENTER INCORPORATED
Trade Name:	
Address:	220 22ND AVENUE E STE 106 ALEXANDRIA, MN 56308
Certificate Number:	2173495
Effective Date:	October 03, 2017
Date of Issuance:	February 28, 2019

For Office Use Only:
20190228111634005

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#032615-NCL NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

 Matt Geiselhart - (866) 763-7600
mgeiselhart@lscfinancial.com

ACCEPTANCE

As a duly authorized agent of the City of Jersey City, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
 NAME: _____ TITLE: _____
 PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOU OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



May 31, 2019

City of Jersey City
280 Grove Street
Jersey City, NJ 07302

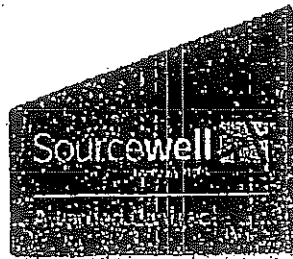
Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing ("NCL") is pleased to propose to the City of Jersey City the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Jersey City would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a 2020 Police Interceptor's (24). This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Jersey City
LESSOR:	Lease Servicing Center, Inc. dba National Cooperative Leasing & it's assigns
EQUIPMENT:	2020 Police Interceptor's (24)
EQUIPMENT COST:	\$1,246,682.88
DOWN-PAYMENT:	\$0
AMOUNT FINANCED:	<u>\$1,246,682.88</u>
TERM:	<u>5 Years</u>
Annual Lease Payments:	\$273,610.86
FIRST PAYMENT DUE:	15-Jan-20
PURCHASE OPTION:	\$1.00
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by May 31, 2019 and the transaction closes/funds prior to July 01, 2019. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$250 paid to Lessor at closing



**National Cooperative Leasing
Leasing & Financing**

#032615-NCL

Maturity Date: 04/09/2020

Adding the Services ▼

Products & Services

Sourcewell contract 032615-NCL gives access to the following types of goods and services:

- Tax Free Municipal Leases
- Numerous Lease Options

Additional information can be found on the vendor-provided, nongovernment website at:

www.nationalcooperativeleasing.com

Letter of Agreement
To Extend the Contract

Between

National Cooperative Leasing aka Lease Servicing Center, Inc. (Vendor)
220 22nd Avenue East Suite 106
Alexandria, MN 56308

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #032615-NCL) for the procurement of Leasing and Financing Solutions with Related Services. This Agreement has an expiration date of April 9, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 9, 2020. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: Jeremy Schwartz, its: Director of Cooperative Contracts & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 4-6-17

National Cooperative Leasing aka Lease Servicing Center, Inc.

By: Christopher J. Carvatti, its: Sec. Treas.

Name printed or typed: CHRISTOPHER J CARVATTI

Date 4/6/17



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032615 | LEASING AND FINANCING SOLUTIONS WITH RELATED SERVICES |

Lease Servicing Center, Inc. dba National Cooperative Leasing
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15, and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Signature]
NJPA Executive Director

Dr. Chad Couette
(Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number 032615-NCL

NJPA Authorized signature:

[Signature]
NJPA Board Member

Scott Verone
(Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number 032615-NCL

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name LEASE SERVICING CENTER, INC. dba NATIONAL COOPERATIVE LEASING

Vendor Authorized signature:

[Signature]
(Name printed or typed)

Title: SECRETARY / TREASURER

Executed this 21st day of May, 20 15 NJPA Contract Number 032615-NCL

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Lease Servicing Center, Inc. dba National Cooperative Leasing

Contact Person for Questions: Christopher Canavati

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 220 22nd Avenue East Suite 106

City/State/Zip: Alexandria, MN 56308

Telephone Number: (320) 763-7600 Fax Number: (320) 763-9600

E-mail Address: chris@lscfinancial.com

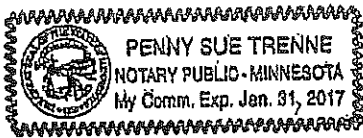
Authorized Signature: *Christopher Canavati*

Authorized Name (typed): Christopher Canavati

Title: Secretary/Treasurer

Date: 3/25/15

Notarized



Subscribed and sworn to before me this 25th day of March, 20 15

Notary Public in and for the County of Douglas State of MN

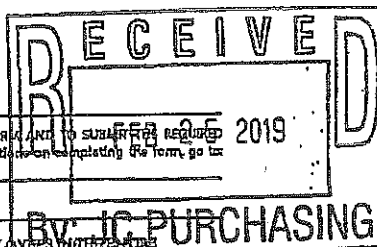
My commission expires: 1-31-17

Signature: *P. S. Trenne*

STATE OF NEW JERSEY
Division of Purchases & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to http://www.state.nj.us/treasury/contract_compliance/pdf/aa302int.pdf



SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____

2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE FISCAL YEAR COMPANY _____

4. COMPANY NAME
Lease Servicing Center, Inc. dba National Cooperative Leasing

5. STREET CITY COUNTY STATE ZIP CODE
220 22nd Avenue E Ste 106 Alexandria Douglas MN 56308

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE
Lease Servicing Center, Inc. Alexandria MN 56308

7. CHECK ONE: IS THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT _____

10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE
City of Jersey City Jersey City Hudson NJ 07305

Official Use Only DATE RECEIVED INAUO DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****								
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MN.				
Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	5	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	8	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment from previous report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.																
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED
 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
 From: 01/01/2019 To: 02/25/2019

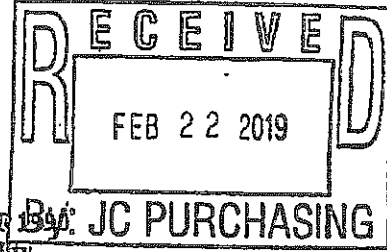
14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
 Chris J Canavati [Signature] Sec/Treas 02 25 19

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
 220 22nd Avenue E Ste 106 Alexandria Douglas MN 56308 320 - 763 - 7600



APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Chris Canavall, Sec / Treas
Representative's Signature: [Signature]
Name of Company: Lease Servicing Center, Inc dba National Cooperative Leasing
Tel No.: 320-763-7800 Date: 2/21/19

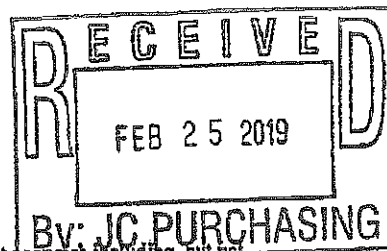


EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Chris Canavali - Sps / Trgs

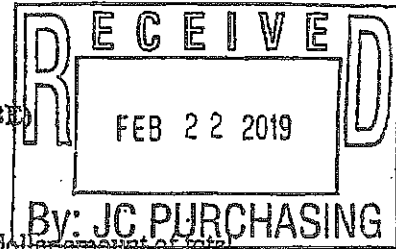
Representative's Signature:

Name of Company: Loans Servicing Center, Inc dba National Cooperative Leasing

Tel. No. 1-202-783-7600

Date: 2/21/19

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders



Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Lease Servicing Center, Inc dba National Cooperative Leasing
Address : 220 22nd Avenue E Ste 108
Telephone No. : 320-763-7600
Contact Name : Chris Canavali

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

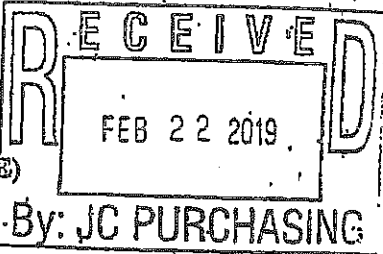
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY



Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lease Servicing Center, Inc dba National Cooperative Leasing
Address: 220 22nd Avenue E Ste 108
Telephone No.: 320-763-7800
Contact Name: Chris Canavall

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

R E C E I V E D
FEB 22 2019
By: JC PURCHASING

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~name of business entity~~ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate, committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mitri Canavall	12133 Co Rd 58, Brandon MN 56315
Chris Canavall	2220 Malestic Lane, Alexandria MN 56308

Part 3 - Signature and Attestation

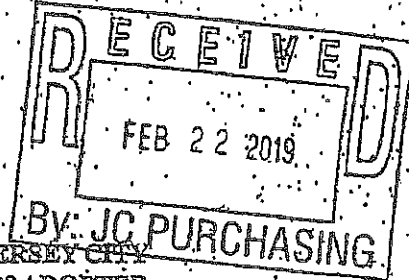
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lease Servicing Center, Inc dba National Cooperative Leasing
 Signature of Affiant: [Signature] Title: Sec / Treas
 Printed Name of Affiant: Chris Canavall Date: 2/21/19

Subscribed and sworn before me this 21 day of
February, 2019
 My Commission expires: 1/31/22

[Signature]
 (Witnessed or attested by)

PENNY SUE TRENNE
 NOTARY PUBLIC - MINNESOTA
 My Comm. Exp. Jan. 31, 2022



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lease Servicing Center, Inc dba National Cooperative Leasing (name of business entity) has not made any reportable contributions in the one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lease Servicing Center, Inc dba National Cooperative Leasing (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

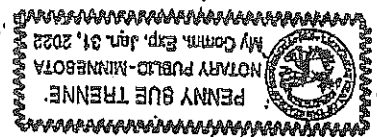
Name of Business Entity: Lease Servicing Center, Inc dba National Cooperative Leasing

Signed: [Signature] Title: Sec / Treas

Print Name: Chris Canavall Date: 2/21/19

Subscribed and sworn before me
this 21 day of February, 2019
My Commission expires: 1/31/22

[Signature]
(Affiant)
Penny S Trenne - Controller
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LEASE SERVICING CENTER INCORPORATED
Trade Name:
Address: 220 22ND AVENUE B STE 106
ALEXANDRIA, MN 56308
Certificate Number: 2173495
Effective Date: October 03, 2017
Date of Issuance: February 28, 2019

For Office Use Only:
20190228111634005

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 19-615

Agenda No. _____ 10.21

Approved: _____

TITLE:



RESOLUTION RATIFYING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing payroll and invoicing software applications created by Robert Santilli Consulting (RSC) is a proprietary system that requires support and maintenance services; and

WHEREAS, RSC agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year from January 1, 2019 to Dec. 31, 2019 for the sum of Fifty-One Thousand Three hundred (\$51,300.00) Dollars; and

WHEREAS, funds in the amount of five hundred (\$500.00) Dollars are available in the 2019 Temporary budget in Account No.17-01-201-25-240-310; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for maintenance and support services for a proprietary computer system that the City of Jersey City (City) already owns; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, RSC has completed and submitted a Business Entity Disclosure Certification which certifies that RSC has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit from making any reportable contributions during the term of the contract; and

WHEREAS, RSC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008.

TITLE:

RESOLUTION RATIFYING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one (1) year contract effective January 1, 2019 to December 31, 2019 is ratified with Robert Santilli Consulting in the amount of \$51,300.00 and the Mayor or Business Administrator is authorized to execute the agreement attached hereto;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1) (dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.;
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution
6. Pursuant to N.J.S.A. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of funds in the 2019 fiscal year permanent budget.

I _____, (Elizabeth Castillo), Acting Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.17- 01-201-25-240-310.

**Police Department
Police Department
Acct. No 17-01-201-25-240-310**

**Temp Encumbrance \$500.00
Total Contract \$51, 300.00
PO# 132736**

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.B.
7-8-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	JAMES SHEA	PUBLIC SAFETY DIRECTOR
Phone/email	201-547-4239	JSHEA@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

PROVIDE SYSTEM MAINTENANCE SERVICES IN THE MANNER SPECIFIED BY THE POLICE DEPARTMENT;S COMPUTER SERVICES FOR ONE YEAR JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR THE POLICE DEPARTMENT'S PROPRIETARY SYSTEM IN THE AMOUNT OF \$51,300.00

I certify that all the facts presented herein are accurate.

William O'Connell
Signature of Department Director

07/08/2019
Date

AGREEMENT

AGREEMENT made this 24th day of June, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and ROBERT SANTILLI CONSULTING ("RSC" or "Contractor"), 18 Niles Avenue, Middletown, New Jersey 07748

WHEREAS, the City's Police Department requires the services of a contractor to provide support and maintenance services to the Police Departments overtime payroll system; and

WHEREAS, On December 4, 2018, RSC submitted a proposal to the City to perform these services for a one year period commencing on January 1, 2019 for a total contract amount not to exceed \$51,300.00; and

WHEREAS, Resolution _____ approved on _____, 2019 authorized this Agreement between the City and RSC;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City support and maintenance services for the Police Department's existing payroll overtime software applications

ARTICLE II Scope of Services

1. Contractor shall perform for the City all the services as described in the Contractor's Proposal dated December 4, 2018 (Exhibit "A") which are attached hereto and incorporated herein by reference. The contract consists of this Agreement and the Contractor's Proposal. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Proposal, the provisions of this Agreement shall govern over the provisions of the Contractor's Proposal.
2. The contract term is one year (1) year effective as of January 1, 2019 and ending on December 31, 2019.
3. The scope of services to be performed shall not be materially different from, or more or less

extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed \$51,300.00. Compensation shall be payable upon submission and verification of monthly invoices to the City's Police Department. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

C. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000

E. Error and Omissions Liability in the amount of \$2,000,000 per occurrence and in aggregate.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.

ARTICLE VII Entire Agreement

1. This Agreement constitutes the entire agreement among the Cities and Contractor. It

supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE VIII
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE IX
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian Platt
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE X
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq.

(for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XI
New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XII
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE XIII
City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XIV
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XV
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest:

Robert Santilli Consulting

RR
6-20-19

Robert Santilli
Consulting

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (908) 403-3436

Statement of Work
For
Jersey City Police Department
Contract Programming and Maintenance

Address: 8 Erie Street
Jersey City, NJ 07302
Contact: Tawana Moody

December 4, 2018

1) Maintenance, support and upgrades for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- Purchasing Database(Police Fiscal)
- Officer Overtime Database
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Off Duty Application
- Municipal Overtime Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Off Duty Employment
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Crossing Guards
- Chief's Correspondence
- Field Interviews Database
- Missing Persons Database
- East District Database
- ABC Database

Programming, data recovery and data conversions. Maintenance and update of master database tables associated with all applications. Management of master database containing officer information which is updated regularly. Management of end-user data permissions. Updates to applications and creation of new reports as requested. Creation of new databases for all applications that are archived yearly. 300 Hours at \$90 per hour.....\$27,000

- 2) SQL Server backups and data maintenance on all of the above software. SQL data maintenance and support for the IAU data created by different vendor. \$900 per month\$10,800
- 3) Onsite and Remote IT support totaling 150 hours per year.....\$13,500

Total Contract Cost \$51,300

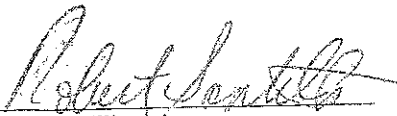
Any additional projects that go beyond the billable hours or not included in the above work will be handled under a separate contract.

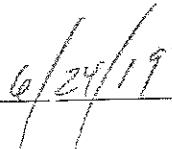
Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY must contact Robert Santilli Consulting to arrange for the scheduling of appointments so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any information for Robert Santilli Consulting's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant/contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor/consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant/contractor. The need for an outside consultant/contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor/consultant.

This Agreement shall be effective for a period of twelve (12) months starting January 1, 2019 and ending December 31st 2019.


Robert Santilli


Date

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Atcy for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI
 Signature of Affiant: [Signature] Title: OWNER
 Printed Name of Affiant: ROBERT SANTILLI Date: 2/26/19

Subscribed and sworn before me this 26 day of FEBRUARY, 2019

[Signature]
(Witnessed or attested by)

My Commission expires: IRENE A. TOMALAVAGE
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 28, 2021

(Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ROBERT SANTILLI (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI

Signed: Robert Santilli Title: OWNER

Print Name: ROBERT SANTILLI Date: 2/26/19

Subscribed and sworn before me
this 26 day of Feb, 2019.

My Commission expires:
IRENE A. TOMALAVAGE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2021

Irene A. Tomalavage
(Affiant)
IRENE A. TOMALAVAGE
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

ROBERT SANTILLI

Representative's Signature:

Robert Santilli

Name of Company:

ROBERT SANTILLI CONSULTING

Tel. No.: 908-403-3436

Date: 2/26/19

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: ROBERT SANTILLI
Representative's Signature: Robert Santilli
Name of Company: ROBERT SANTILLI CONSULTING
Tel. No.: 908-403-3436 Date: 2/26/19

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ROBERT SANTILLI CONSULTING
Address : 18 NILES AVE, MIDDLETOWN NJ 07748
Telephone No. : 908-403-3436
Contact Name : ROBERT SANTILLI

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ROBERT SANTILLI CONSULTING
Address: 18 NILES AVE, MIDDLETOWN, NJ 07748
Telephone No.: 908-403-2436
Contact Name: ROBERT SANTILLI

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08648-0252

TAXPAYER NAME:
SANTILLI, ROBERT

ADDRESS:
18 NILES AVENUE
MIDDLETOWN NJ 07748
EFFECTIVE DATE:

09/01/00

TRADE NAME:
ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:
1257235

ISSUANCE DATE:
08/11/06

James J. Fruscione
Acting Director
New Jersey Division of Revenue

Certification 44451

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2018** to **15-MAR-2025**

ROBERT SANTILLI CONSULTING
18 NILES AVENUE
MIDDLETOWN
NJ 07748

NJ 07748



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
Acting State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-616

Agenda No. 10.22

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY CITY MEDICAL CENTER TO SHARE COSTS AND SERVICES FOR AN ENTERPRISE PLATFORM PROVIDED BY AUNT BERTHA

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the City desires to make use of the Enterprise Platform provided by Aunt Bertha and services related thereto for the benefit of its Department of Health and Human Services (DHHS); and

WHEREAS, Jersey City Medical Center has contracted with Aunt Bertha to supply the Enterprise Services platform to Aunt Bertha under an Enterprise Order Form on certain terms and conditions for its customers; and

WHEREAS, Aunt Bertha has authorized use by the City of Jersey to utilize the same Enterprise Platform and related services as a "Authorized End User" under the rights granted to its customer, Jersey City Medical Center, by paying half of the consideration for the same to Jersey City Medical Center; and

WHEREAS, the solicitation of two competitive quotations is not practicable in this case due to the unique nature of the Enterprise Platform provided by Aunt Bertha to fill the City's specialized needs; and

WHEREAS, The Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, the contractor has completed and submitted a Business Entity contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit contractor from making any reportable contributions during the term of the contract; and

WHEREAS, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$30,900.00 are available in Account No. 01-201-273-30-314.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) A contract in the amount of \$30,900.00 for City's use of the Aunt Bertha's Enterprise Platform and related services, with the City being an Authorized End User thereof pursuant to Jersey City Medical Center's contract with Aunt Berta, in substantially the form attached, is awarded to Jersey City Medical Center and the Purchasing Director and Mayor are hereby authorized to execute the same;

TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY CITY MEDICAL CENTER TO SHARE COSTS AND SERVICES FOR AN ENTERPRISE PLATFORM PROVIDED BY AUNT BERTHA

- 2) Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor's or Business Administrator is authorized to execute the Fellowship Partner Agreement attached hereto; and
- 3) The term of the agreement shall be approximately six and one half (6 ½) months commencing the date of execution of the contract, which is anticipated to be on or about July 17, 2019 and ending on January 31, 2020.
- 4) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, _____, Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this above resolution.

Account	PO#	Total Contract
01-201-273-30-314	134135	\$30,900.00

Wsl

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY CITY MEDICAL CENTER TO SHARE COSTS AND SERVICES FOR AN ENTERPRISE PLATFORM PROVIDED BY AUNT BERTHA

Initiator

Department/Division	Department of Health & Human Services	
Name/Title	Margaret DeVico	
Phone/email	MDeVico@jcnj.org	201-547-3069

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting)

Resolution Purpose

This contract with Jersey City Medical Center (JCMC) would allow for access and use of Aunt Bertha's Enterprise Services application, which provides the City with certain human service information used by DHHS for its programs. The contract would allow the City to use the platform in exchange for paying its proportional share of the cost for subscription services to JCMC, which has contracted for the primary subscription with Aunt Bertha. Jersey City has been given written authorization for this arrangement by Aunt Bertha, which will allow Jersey City to be designated as an "authorized end user."

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

SERVICES AGREEMENT

The parties to this Services Agreement ("Agreement") are Jersey City Medical Center located at 355 Grand Street, Jersey City, NJ 07302 ("JCMC") and The City of Jersey City, a municipal corporation, with its address at 280 Grove Street, Jersey City, NJ 07302 (the "City"), which is contracting for the benefit of the City's Department of Health and Human Services located at 360 Martin Luther King Dr., Jersey City, NJ 07305 ("JCDHHS"). The parties are sometimes referred to in this Agreement as "Party" or "Parties."

Recitals:

(a) **WHEREAS**, JCMC is a party to an Enterprise Order Form (attached hereto as Exhibit A) with certain Terms and Conditions incorporated by reference therein (attached hereto as Exhibit B) with Aunt Bertha, a Public Benefit Corporation ("Aunt Bertha") with Exhibits A and B being known collectively as the "Aunt Bertha Agreement"; and

(b) **WHEREAS**, in accordance with the Aunt Bertha Agreement, Aunt Bertha shall provide an enterprise platform, support, reports and other services to JCMC (the "Services"); and

(c) **WHEREAS**, the annual cost for the Services for the subscription term of February 1, 2019 to January 31, 2020 (the "Subscription Term") is \$61,800 (the "Fee"); and

(d) **WHEREAS**, based upon permission from Aunt Bertha, JCDHHS shall use and benefit from the Services and, therefore, the City agrees to pay half of the Fee, for a total not to exceed \$30,900, subject to and conditioned upon the terms herein;

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing Recitals are incorporated into this Agreement.
2. Upon execution of this Agreement, JCMC shall invoice the City, through JCDHHS for an amount equal to half the Fee for Services used, for a total not to exceed \$30,900.00. The invoice shall be due thirty (30) days from the date issued, subject to any necessary approvals of the Municipal Council, if applicable, and conditioned upon JCMC's submission to the City of any forms, certifications or documentation that may be required by any applicable law related to award or payment of local public contracts.
3. JCMC represents and warrants that Aunt Bertha shall permit the City, acting through JCDHHS, the use of the Services as an Authorized End User through the rights granted to JCMC under the Aunt Bertha Agreement for the full subscription term thereof, and that Aunt Bertha is aware of this arrangement and has permitted the City and JCMC to split the cost of one (1) single subscription as full consideration for the same. A written authorization from Aunt Bertha is attached as Exhibit C and incorporated herein by reference, which for purposes of this Agreement, the City is relying upon as evidence of Aunt Bertha's awareness and consent to the foregoing arrangement; however, in the event that such authorization or status of the City or JCDHHS as Authorized End Users are ineffective in any way, or are revoked or otherwise become inoperative through no fault of the City/JCDHHS, the City may immediately cancel this

Agreement and be entitled to a refund of any Fees that it may have paid JCMC for use of the Services during any period the City did not have Authorized End User status.

4. The City, through JCDHHS, shall, and shall ensure that its employees and agents, abide by the terms and conditions of the Aunt Bertha Agreement applicable to the City as an Authorized End User when utilizing the Services.

5. The City shall indemnify, defend and hold harmless JCMC from and against any and all claims, losses, costs, expenses and liabilities, including reasonable attorney fees that JCMC is subject to or incurs related to or in connection with JCDHHS' use of the Services to the extent that such use violates the City's obligations as an Authorized End User under the Aunt Bertha Agreement; provided however, that in the event that the City has not violated its obligations as an Authorized End User, or that City's status as an Authorized End User is ineffective or, through no fault of the City, is revoked or becomes inoperative, then the City shall have no obligation to indemnify JCMC. JCMC shall indemnify, defend and hold the City harmless against all claims, losses, costs, expenses and liabilities, including reasonable attorney fees that may result either from: (i) such authorization being ineffective or if, through no fault of the City, it is revoked or becomes inoperative, (ii) from JCMC's use of the Services to the extent that such use violates JCMC's obligations under the Aunt Bertha Agreement, or (iii) JCMC's breach of the Aunt Bertha Agreement or failure to fulfill any of its other obligations to Aunt Bertha under the same. This provision shall survive termination or expiration of this Agreement.

6. This Agreement shall automatically terminate upon the earlier of the expiration of the Aunt Bertha Agreement or the Subscription Term.

7. Should a dispute arise between the City and JCMC, and if, after a good faith effort resolution, the dispute is not resolved, either party may terminate the contract by providing 15 days' written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days' written notice to JCMC. JCMC shall be paid the prorated amount reimbursable for Services used by the City hereunder to the time specified in said notice. JCMC shall have no further claim against the City with respect thereto.

8. JCMC shall provide written notice to its subcontractors, if applicable, of the responsibility to submit proof of business registration to JCMC. Before final payment on the contract is made by the contracting agency, JCMC shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, JCMC and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to

exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

9. This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. As such the undersigned does hereby attest that JCMC either did not retain the services of a lobbyist to lobby on behalf of JCMC for the award of this contract, or if a lobbyist was retained by JCMC for such purposes, JCMC's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. JCMC is no notice that any contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.* following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

10. General Provisions:

a) This Agreement shall be construed by the laws of the State of New Jersey;

b) This Agreement contains the entire understanding of the Parties. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. This Agreement may only be altered or amended by a written agreement executed by the Parties;

d) This Agreement is executed by each Party on the date shown below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Date

Attest:

Jersey City Medical Center

Name, Title

Name, Title

Date

Exhibit A

Enterprise Order Form

(See Attached)

Exhibit B

Terms and Conditions

(See Attached)

Exhibit C

Aunt Bertha Authorization

(See attached)

EXHIBIT A

Aunt Bertha, a Public Benefit Corporation ("*Aunt Bertha*")
 3616 Far West Blvd., Suite 117-454
 Austin, TX 78731

Customer:	Jersey City Medical Center (" <i>Customer</i> ")
Address:	355 Grand Street
City, State, Zip:	Jersey City, NJ 07302

Upon execution of this Order Form, Customer and Aunt Bertha will be parties to a legally binding contract. The contract between the parties will consist of this order form ("*Order Form*") and the Terms and Conditions located at about.auntbertha.com/customerterms ("*Terms*") (collectively, the "*Agreement*"). Capitalized terms used in this Order Form will have the same meaning as set forth in the Terms.

1. SUBSCRIPTION TERM

Initial Subscription Term: February 1, 2019 to January 31, 2020.

Renewal Terms: This Agreement will auto renew for consecutive periods of time equal to the Initial Subscription Term unless a party provides a written notice to the other party of its intention to not renew at least thirty (30) days prior to the expiration of the Initial Subscription Term or the then current renewal term.

The Initial Term and the renewal terms (if any) will be collectively referred to as the "*Subscription Term*."

2. SERVICES & FEES

Aunt Bertha agrees to provide the following Services to Customer:

	Service	Fees
✓	Enterprise Platform <i>See what's included</i> https://cdn2.hubspot.net/hubfs/455700/EnterprisePlatform.pdf	\$3,500 per month.
✓	Premium Support	\$1,000 per month. <i>Add or remove at any time.</i>
✓	Premium Reports & Insights <i>Includes Data Warehouse Access</i>	\$1,000 per month. <i>Add or remove at any time.</i>
✓	One-Time Implementation, Configuration, Training, and Launching for Enterprise	\$8,000 one-time fee. <i>Discounted to \$0</i>
✓	NJHCQI Member Discount	(\$4,200) annually

Total Due During Initial Subscription Term	\$61,800
---	-----------------

3. TAXES

Customer is responsible for all applicable taxes. Customers exempt from taxes must provide documentation to Aunt Bertha.

	Place an X to the left if you are <u>exempt</u> from sales tax and commit to providing proof of this exemption. Aunt Bertha will follow up with you to collect your sales tax exempt documents. If Customer is not sales tax exempt this box should be left empty and sales tax will be added.
--	--

4. INVOICE SCHEDULE

	Customer shall indicate quarterly or annual billing by entering the word "Quarterly", or "Annually" If nothing is entered Customer will be billed Annually. Invoices will be sent at the start of the Initial Subscription Term. Following that, quarterly invoices will be sent every three (3) months and annual invoices will be sent every year. Any implementation fees will be invoiced in the first bill. Invoices are due thirty (30) days from the date issued.
--	--

5. BILLING CONTACT

The following person will be the main Customer contact for all billing and payment communication. Changes to this contact must be made by emailing accounting@auntbertha.com with new contact information.

Name:	
Email:	
Phone:	
Other Billing Instructions:	

The authorized representatives of the parties have executed this Agreement effective as of the last day signed by a party.

Jersey City Medical Center ("Customer")	Aunt Bertha, a Public Benefit Corporation ("Aunt Bertha")
By:	By:
Name:	Name: Tyler Hartung
Title:	Title: VP of Finance and Operations
Date:	Date:

From the entire team at



thank you.

EXHIBIT B

Terms and Conditions—Customers

The following Terms and Conditions (these “*Terms*”) apply to the Order Form and/or Statement of Work entered into by and between the Customer (as identified on the Order Form and/or Statement of Work) and Aunt Bertha. In the event of any conflict, the terms of the Order Form or Statement of Work will control. In the event of a conflict between these Terms and an Order Form or Statement of Work, the terms and conditions of the Order Form or Statement of Work will prevail over these Terms. These Terms explain how Customer is permitted to use and access the Site located at the url: www.auntbertha.com as well as all associated sites linked to www.auntbertha.com by Aunt Bertha, its subsidiaries and affiliated companies (collectively, the “*Site*”) and all Services (as defined below) and any software that Aunt Bertha provides to Customer that allows Customer to access the Site or Services from a device.

1. DEFINITIONS

“*Account*” means any Aunt Bertha accounts or instances created by Customer or on Customer’s behalf within the Site for use of the Services.

“*Authorized End User*” means, collectively Customer and any of Customer’s individual employees, agents, or contractors accessing or using the Services, under the rights granted to Customer pursuant to these Terms.

“*Confidential Information*” means any and all non-public information disclosed by one party to the other party in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. For clarity, the term “Confidential Information” excludes personally identifiable information.

“*Customer Content*” means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by Customer and/or any Authorized End Users on or through the Site, but does not include any data Customer collects through use of or in connection with the Services.

“*Documentation*” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services, which materials are designed to facilitate use of the Services and which are provided by Aunt Bertha to Customer in accordance with these Terms.

“*Materials*” mean collectively all the text, data, information, software, graphics, photographs and more, including the Documentation, the proprietary platform and Aunt Bertha API through which Aunt Bertha offers the Services to Customer in a ‘as-a-service’ form. The term “Materials” include any and all intellectual property embodied in the Materials.

“*Open Source Software*” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public

License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other similar license.

“**Order Form**” means the ordering document for Services purchased from Aunt Bertha that are executed hereunder by the parties from time to time. Order Forms shall be deemed to incorporate these Terms.

“**Search**” means a query from a user or API to the Aunt Bertha program database where inputs are received such as postal code, service tag, attribute tag is sent and a list of programs are returned to the user or API.

“**Services**” means any and all services, tools, software, content, applications and functionalities as may be provided by Aunt Bertha from time to time through the Site, including access to and use of our proprietary platform and the Aunt Bertha API, which is offered in a ‘as-a-service’ form on a subscription basis. The term “Services” also includes professional services provided by Aunt Bertha pursuant an Order Form and/or Statement of Work executed by the parties.

“**Statement(s) of Work**” means the ordering document for Services purchased from Aunt Bertha that are executed hereunder by the parties from time to time. Statements of Work shall be deemed to incorporate these Terms.

“**Subscription Term**” means the period during which Customer has agreed to subscribe to the Services as set forth in an Order Form mutually agreed by Customer and Aunt Bertha. If the Order Form is silent, such Subscription Term shall be deemed to extend for one (1) year from acceptance of Customer’s applicable Order Form for the Services by Aunt Bertha.

2. CHANGES TO TERMS

Aunt Bertha may change, update, add or remove provisions (collectively, “**Modifications**”) of these Terms from time to time. Aunt Bertha will inform Customer of any material Modifications to these Terms by posting them on this Site and, if Customer is registered with Aunt Bertha, by describing the Modifications to these Terms in an email that Aunt Bertha will send to the address that Customer provided during registration. Customer shall notify Aunt Bertha if Customer’s preferred email address changes at any time after Customer’s registration.

If Customer objects to any such Modifications, Customer’s sole recourse shall be to cease using this Site. Continued use of this Site following notice of any such Modifications indicates Customer acknowledges and agrees to be bound by the Modifications. These Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Site. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

3. GENERAL USE OF THE SITE

Aunt Bertha authorizes Customer's use of this Site only for individual, consumer purposes (the "*Permitted Purposes*").

By using this Site, Customer promises that Customer is at least thirteen (13) years of age. If Customer is not yet eighteen (18) years old, Customer must have the permission of an adult to use this Site and agree to its Terms, and that adult must be a parent or legal guardian who is willing to be responsible for the minor's use of this Site.

In these Terms, Aunt Bertha is granting Customer a limited, personal, non-exclusive and non-transferable license to use and to display the Materials. Customer's right to use the Materials is conditioned on Customer's compliance with these Terms. Customer has no other rights in this Site or any Materials; and Customer may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Site or Materials in any manner. If Aunt Bertha provides Customer with prior written consent to make copies of any part of this Site, Customer agrees to keep on any such copies all of Aunt Bertha's copyright and other proprietary notices as they appear on this Site.

If Customer breaches any of these Terms the above license will terminate automatically.

4. ACCOUNT REGISTRATION

Customer may search the Site without registering with Aunt Bertha; however, in order to access certain password-restricted areas of this Site and to use certain Services and Materials offered on and through this Site, Customer must successfully register an account with Aunt Bertha.

In order to have an account with Aunt Bertha, Customer must submit a working email address and a preferred password through the account registration page on this Site. Customer may also provide additional, optional information so that Aunt Bertha may provide Customer a more customized experience when using this Site. If Customer subscribes to certain Services, additional information such as billing address and payment information are required. Once Customer submits the required registration information, Aunt Bertha will determine whether or not to approve Customer's proposed account. If approved, Customer will be sent an email detailing how to complete Customer registration. For so long as Customer uses the account, Customer agrees to provide true, accurate, current, and complete information which can be accomplished by logging into Customer's account and making relevant changes directly or contacting Aunt Bertha using the contact information on the Order Form and Aunt Bertha will make the changes for Customer. If Customer forgets its password, Aunt Bertha will send a password update to Customer's provided email address.

Customer is responsible for complying with these Terms when accessing this Site, whether directly or through any account that Customer setup through or on this Site. Customer is required to obtain and maintain all equipment and services needed for access to and use of this Site as well as paying related charges. Customer is required to maintain the confidentiality of its password(s), including any password of a third party site that Aunt Bertha may allow Customer to use to access this Site. Should Customer believe its password or security for this Site has been breached in any way, Customer must immediately notify Aunt Bertha.

5. USE OF THE SERVICES BY CUSTOMER AND AUTHORIZED END USERS

Subject to these Terms, Aunt Bertha hereby grants to Customer and Customer's Authorized End Users a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to use Aunt Bertha's then-current application programming interface ("*Aunt Bertha APP*"), in object code form only, solely (i) to access and display the features and functions of the Services for the benefit of, or in relation to, the operation of Customer's business and (ii) for the purpose of the real time transmission and reception of required data and information in connection with the permitted use of the Services. Aunt Bertha shall also provide Customer with the Documentation to be used in accessing and using the Services. Customer acknowledges and agrees that, as between Customer and Aunt Bertha, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of these Terms, shall be deemed a breach of these Terms by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of these Terms as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Aunt Bertha reserves the right to establish a maximum amount of storage and a maximum amount of data that Customer or Customer's Authorized End Users may store within, or post, collect, or transmit on or through the Aunt Bertha API or Services.

Subject to these Terms, Aunt Bertha hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Subscription Term in connection with Customer's use of the Services as contemplated herein.

Customer agrees that it will not, and will not permit any Authorized End Users to: (i) copy or duplicate any of the Materials in any form, regardless of technique (e.g., screen-scraping, downloading, printing or otherwise); (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Materials is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Materials, or attempt to do any of the foregoing, and Customer acknowledges that nothing in these Terms will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Materials, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Aunt Bertha; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Materials; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Materials; (vi) use any Open Source Software in connection with any of the Materials in any manner that requires, pursuant to the license applicable to such Open Source Software, that any of the Materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients; (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber Customer's rights granted hereunder; (viii) host, save, preserve, memorialize, aggregate, collect, compile, or otherwise retain or store any of the Materials (or any copy thereof); or (ix) use the Materials in any manner not expressly authorized by these Terms.

Customer will ensure that its use of any of the Materials complies with all applicable laws, statutes, regulations or rules and will not use any of the Materials in connection with any illegal activities.

In addition to Aunt Bertha's cancellation rights, it reserves the right, in its reasonable discretion, to temporarily suspend Customer's access to and use of the Services: (i) during planned downtime for upgrades and maintenance to the Services (of which Aunt Bertha will use commercially reasonable efforts to notify Customer in advance); (ii) during any unavailability caused by circumstances beyond Aunt Bertha's reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties; or (iii) if Aunt Bertha suspects or detects any malicious software connected to Customer's account or use of the Services by Customer or Customer's Authorized End Users.

Aunt Bertha acknowledges that Customer retains all right, title and interest in and to Customer Content. Customer grants to Aunt Bertha the right to use Customer Content during the Subscription Term for purposes of making available the Services to Customer. Notwithstanding anything else in this Agreement or otherwise, Aunt Bertha may monitor Customer's use of the Services, use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Site and Services ("*Aggregated Statistics*"). As between Aunt Bertha and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Aunt Bertha. Customer acknowledges that Aunt Bertha will be compiling Aggregated Statistics based on Customer Content input into the Services and Customer agrees that Aunt Bertha may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or Customer's Confidential Information.

6. MOBILE APPLICATIONS

Aunt Bertha makes available Mobile Applications to access the Site via a mobile device. To use the Mobile Application, Customer must have a mobile device that is compatible with the mobile service. Aunt Bertha does not warrant that the Mobile Application will be compatible with Customer's mobile device. Aunt Bertha hereby grants to Customer a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one (1) registered account on one (1) mobile device owned or leased solely by Customer, for Customer's personal use. Customer may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or

features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. Customer acknowledges that Aunt Bertha may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that Customer is using on Customer's mobile device. Customer consents to such automatic upgrading on Customer's mobile device and agrees that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Aunt Bertha and its third party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to Customer's use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that Aunt Bertha provides to Customer designed for use on an Apple iOS-powered mobile device (an "*iOS App*"):

- Customer acknowledges that these Terms are between Customer and Aunt Bertha only, and not with Apple, Inc. ("*Apple*").
- Customer's use of Aunt Bertha's iOS App must comply with Apple's then-current App Store Terms of Service.
- Aunt Bertha, and not Apple, is solely responsible for the iOS App and the Services and Content available thereon. Customer acknowledges that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.
- Customer agrees that Aunt Bertha, and not Apple, are responsible for addressing any claims by Customer or any third party relating to the iOS App or Customer's possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Aunt Bertha as provider of the iOS App.
- Customer agrees that Aunt Bertha, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third party intellectual property infringement claim related to the iOS App or Customer's possession and use of the iOS App.
- Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.
- Customer agrees to comply with all applicable third party terms of agreement when using the iOS App (e.g., Customer must not be in violation of Customer's wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third party beneficiaries to these Terms as they relate to Customer's license of the iOS App. Upon Customer's acceptance of these Terms, Apple will have the right (and will be deemed to have

accepted the right) to enforce these Terms against Customer as they relate to Customer's license of the iOS App as a third party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Aunt Bertha provides to Customer designed for use on an Android-powered mobile device (an "*Android App*"):

- Customer acknowledges that these Terms are between Customer and Aunt Bertha only, and not with Google, Inc. ("*Google*").
- Customer's use of Aunt Bertha's Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where Customer obtained the Android App. Aunt Bertha, and not Google, is solely responsible for the Android App and the Services and Content available thereon. Google has no obligation or liability to Customer with respect to the Android App or these Terms.
- Customer acknowledges and agrees that Google is a third party beneficiary to the Terms as they relate to the Android App.

7. FEES AND PAYMENT TERMS

If Customer chooses to subscribe to Services, Customer agrees to pay all applicable fees ("*Fees*") related to its use of this Site and the Services which are described fully on Customer's Order Form and/or Statement of Work . Aunt Bertha may suspend or terminate Customer's account and/or access to this Site and the Services if Customer's payment is late and/or Customer's offered payment method (e.g., credit card or PayPal account) cannot be processed. Any late payment will be subject to any costs of collection (including reasonable legal fees) and bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. By providing a payment method, Customer expressly authorizes Aunt Bertha to charge the applicable Fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on Customer's particular membership and utilized Services.

Aunt Bertha agrees that Customer may cancel its account; however, upon such cancellation Aunt Bertha will not provide any refund(s) and Customer will be responsible for paying any balance due on the account. Customer agrees that Aunt Bertha may charge any unpaid Fees to Customer's provided payment method and/or send Customer a bill for such unpaid Fees.

8. CANCELLATION OR TERMINATION OF SUBSCRIPTION

The Subscription Term will automatically renew for consecutive periods of time equal to the initial Subscription Term unless cancelled by a party prior to the end of the then-current Subscription Term.

The pricing during any automatic renewal term shall be the same as that during the immediately prior Subscription Term unless Aunt Bertha has given Customer written notice, of which email is acceptable, of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter; provided however that no such pricing increase shall occur until after expiration of the then-current Subscription Term.

Customer may cancel its subscription at any time by emailing Aunt Bertha at support@auntbertha.com. Customer agrees and acknowledges that upon cancellation, (a) Aunt Bertha may immediately suspend Customer's account; and (b) Fees will not continue to accrue, but Customer will not receive any refunds of Fees already paid. Aunt Bertha reserves the right to delete all Customer Content and any other data in the normal course of operation.

Aunt Bertha reserves the right to modify, suspend or terminate the Services (or any part thereof), Customer's account and/or Customer's right to access and use the Site or Services, and remove, disable and discard any Customer Content if it is believed that Customer or Customer's Authorized End Users have violated these Terms. Unless legally prohibited from doing so, Aunt Bertha will use commercially reasonable efforts to contact Customer directly via email to notify Customer when taking any of the foregoing actions. Aunt Bertha shall not be liable to Customer, Customer's Authorized End Users, or any other third party for any such modification, suspension or discontinuation of Customer's rights to access and use the Services.

9. ELECTRONIC COMMUNICATIONS

By using the Site and/or the Services provided on or through the Site, Customer consents to receiving electronic communications from Aunt Bertha. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of Customer's relationship with Aunt Bertha. Customer agrees that any notices, agreements, disclosures or other communications that Aunt Bertha sends Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

10. PRIVACY POLICY AND SECURITY

Aunt Bertha will process Customer's information in accordance with its Privacy Policy. Aunt Bertha's Privacy Policy ("**Privacy Policy**") is available at <http://about.auntbertha.com/privacy>.

Customer is responsible for maintaining the confidentiality of its account passwords, including all activities that occur using its account passwords. Customer agrees not to share its account passwords, let others access or use Customer's account or do anything else that might jeopardize the security of Customer's account passwords. Customer agrees to notify Aunt Bertha if its account passwords are lost, stolen, if Customer is aware of any unauthorized use of its account

passwords on this Site, or if Customer knows of any other breach of security in relation to this Site.

11. CONFIDENTIALITY

Customer and Aunt Bertha agree as follows with respect to Confidential Information: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) to not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to not create any derivative work from the Confidential Information of the other party; (iv) to restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with these Terms; and (v) to return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Agreement. Notwithstanding the foregoing, the obligations contained in this paragraph will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under these Terms, including to make such court filings as it may be required to do.

12. LINKS TO THIRD PARTY SITES

Aunt Bertha provides links on this Site to third party sites. If Customer uses these links, Customer will leave this Site. Aunt Bertha is not obligated to review any third party sites that Customer links to from this Site, Aunt Bertha does not control any of the third party sites, and Aunt Bertha is not responsible for any of the third party sites (or the products, services, or content available through any of them). Thus, Aunt Bertha does not endorse or make any representations about such third party sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If Customer decides to access any of the third party sites linked to from this Site, Customer does this entirely at its own risk and must follow the privacy policies and terms and conditions for those third party sites. Certain areas of this Site may allow Customer to interact and/or conduct transactions with one or more third party sites, and, if applicable, allow Customer to configure its privacy settings in that third party Site account to permit Customer's activities on this Site to be shared with Customer's contacts in its third party site account.

13. UNAUTHORIZED ACTIVITIES

Any other use of this Site beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Site. Between Customer and Aunt Bertha, all rights in this Site remain Aunt Bertha's property.

Unauthorized use of this Site may result in violation of various United States and international copyright laws. Unless Customer has written permission from Aunt Bertha stating otherwise, Customer is not authorized to use this Site in any of the following ways (these are examples only and the list below is not a complete list of everything that Customer is not permitted to do):

- For any public or commercial purpose which includes use of this Site on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Site;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Site or servers or networks connected to this Site;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Site; or
- To attempt to gain unauthorized access to any portion of this Site or any other accounts, computer systems, or networks connected to this Site, whether through hacking, password mining, or any other means.

Customer agrees and understands that pertaining to those Sections of the Site that may allow Customer to publicly post comments or content, Customer as the author is entirely responsible for the content of, and any harm resulting from, any public content posted or uploaded by Customer. That is the case regardless of whether Customer Content in question constitutes text, graphics, audio files, information, or computer software. By making Customer Content publicly available, you represent and warrant that:

- The posting, downloading, copying and use of Customer Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- Customer Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- Customer Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- Customer Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

- Customer Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- Customer Content is not named in a manner that misleads your readers into thinking that you are another person or company;
- Customer Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Website to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity.

14. PROPRIETARY RIGHTS

"Aunt Bertha" is a trademark that belongs to Aunt Bertha. Other trademarks, names and logos on this Site are the property of their respective owners. Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Site are Aunt Bertha's sole property, Aunt Bertha, Inc. Copyright © 2010-2017. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Subject to the rights granted to Customer pursuant to these Terms, all right, title and interest in the Aunt Bertha API, Services and any other Materials furnished or made available hereunder, including without limitation all data generated from Customer's use of the Materials and Services, and all Modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Site, Aunt Bertha API, or Services, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Aunt Bertha or Aunt Bertha's licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Aunt Bertha all evaluations, ideas, feedback and suggestions made by Customer whether by transmitted to Aunt Bertha by phone, email, or otherwise regarding the Site, Materials, Aunt Bertha API, and Service (collectively, "*Feedback*") and all intellectual property rights in the Feedback. Aunt Bertha reserves all rights not specifically granted herein.

15. INTELLECTUAL PROPERTY INFRINGEMENT

Aunt Bertha has a policy of removing content that violates intellectual property rights of others, suspending access to this Site (or any portion thereof) to any user who uses this Site in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses this Site in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, Aunt Bertha has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If Customer believes its copyright or other intellectual property right is being infringed by a user of this Site, please provide written notice to Aunt Bertha to the address below.

Aunt Bertha, a Public Benefit Corporation
ATTN: Operations and Finance
3616 Far West Blvd., Suite 117-454
Austin, TX 78731

Customer's written notice must:

- Contain Customer's physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Aunt Bertha to locate that material;
- Contain adequate information by which Aunt Bertha can contact Customer (including postal address, telephone number, and e-mail address);
- Contain a statement that Customer has a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that Customer is authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, Aunt Bertha will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

Aunt Bertha will notify Customer that Aunt Bertha has removed or disabled access to copyright-protected material that Customer provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, Customer may provide Aunt Bertha with a written counter-notification that includes the following information:

1. Customer's physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from Customer under the penalty of perjury, that Customer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Customer's name, physical address and telephone number, and a statement that Customer consents to the jurisdiction of a court for the judicial district in which Customer's physical address is located, or if Customer's physical address is outside of the United States, for any judicial district in which Aunt Bertha may be located, and that Customer will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

Aunt Bertha reserves the right, in its sole discretion, to terminate the account or access of any user of this Site or Service who is the subject of repeated DMCA or other infringement notifications.

16. INDEMNITY

Customer agrees to indemnify and defend Aunt Bertha (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents) against any claims by third parties related to or in connection with: (i) Customer's negligence or willful misconduct; (ii) Customer's or Customer's Authorized End Users' violation of these Terms; (iii) Customer's and Customer's Authorized End Users' use of the Site or Services; or (iv) any products or services offered or otherwise provided by Customer. Customer also agrees to pay any damages that Aunt Bertha (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents) may end up having to pay as a result of Customer's violation. Customer alone is responsible for any violation of these Terms by Customer or Customer's Authorized End Users. Aunt Bertha (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents) reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and, in such case, Customer agrees to cooperate with Aunt Bertha's (including its affiliates, subsidiaries, and licensors and their respected employees, contractors and agents).

17. DISCLAIMER OF WARRANTIES

THIS SITE, THE SERVICES, AND MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE IS WITH CUSTOMER.

AUNT BERTHA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS SITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT AUNT BERTHA DOES NOT PROMISE CUSTOMER THAT THE SITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, Aunt Bertha makes no warranty that this Site or Services will meet Customer's requirements or that the Site or Services will be uninterrupted, timely, secure, or error free or that defects in this Site will be corrected. Aunt Bertha makes no warranty as to the results that may be obtained from the use of the Site or Services or as to the accuracy or reliability of any information obtained through the Site or Services. No advice or information, whether oral or written, obtained by Customer through this Site or from Aunt Bertha or its subsidiaries/other affiliated companies shall create any warranty. Aunt Bertha disclaims all equitable indemnities.

18. LIMITATION OF LIABILITY

IN NO EVENT WILL AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) BE LIABLE TO CUSTOMER FOR ANY COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, ATTORNEYS FEES AND COSTS, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF AUNT BERTHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THE CUMULATIVE LIABILITY OF AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, OR ATTORNEYS FEES AND COSTS, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO AUNT BERTHA BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

19. LOCAL LAWS; EXPORT CONTROL

Aunt Bertha controls and operate this Site from its headquarters in the United States and the entirety of this Site may not be appropriate or available for use in other locations. If Customer uses this Site outside the United States, Customer is solely responsible for following local laws and export control laws/regulations of the United States and other countries, as applicable.

20. RESTRICTED RIGHTS

Use of any software provided by Aunt Bertha hereunder by or for the United States Government is conditioned upon the Government agreeing that the software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. If applicable, Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

21. ASSIGNMENT

Customer may not assign these Terms or otherwise transfer any license created hereunder whether by operation of law, change of control, or in any other manner, without the prior written

consent of Aunt Bertha. Any purported assignment of these Terms, or any license or rights in violation of this Section will be deemed void.

22. DISPUTE RESOLUTION; CHOICE OF LAW

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The language to be used in the mediation will be English. The mediation will take place in Austin, Texas.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation shall be pursued by Customer for any breach of these Terms until and unless Aunt Bertha has had an opportunity to cure any alleged breach. Customer agrees to provide Aunt Bertha with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Aunt Bertha to resolve the failure. Aunt Bertha shall have thirty (30) days from Aunt Bertha's receipt of Customer's notice to complete the cure.

Injunctive Relief. The choice of venue does not prevent a party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations. For clarity, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the mediator.

Choice of Law. The laws of the State of Texas govern these Terms, without regard to the choice or conflicts of law provisions. Any disputes relating to these Terms or this Site will be heard in the courts located in Travis County, Texas, USA.

23. GENERAL

The provisions of these Terms together with the accepted Order Form and/or Statement of Work referenced herein constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior agreements, oral or written, and all other communications relating to the subject matter of these Terms. Any terms or conditions contained in Customer's purchase order or other ordering document that are inconsistent with or are addition to the terms

and conditions of these Terms are hereby rejected by Aunt Bertha and will be deemed null and void. Each provision of these Terms is a separately enforceable provision. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Terms will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal, or unenforceable provision. Any waiver made by either party of any term or condition of these Terms shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. The headings of these Terms are provided for reference only and will not be used as a guide to interpretation. All notices under these Terms will be in writing and will be considered given as of twenty-four (24) hours after sending by electronic means (such as fax or e-mail as duly provided by the authorized representatives of either party for the said purpose) or by overnight air courier service, or as of forty-eight (48) hours after deposit in the mail (certified, return receipt requested) to the addresses specified in the Order Form and/or Statement of Work. In no event will either party be liable to the other for any delay or failure to perform due to causes beyond the control and without the fault or negligence of the party claiming excusable delay, but only to the extent that such delay could not have been avoided by the taking of reasonable precautionary measures. Such causes include, but are not limited to, acts of God, floods, fire, utility failure, acts of terrorism, and war. All terms that by their nature should survive the termination or expiration of the Agreement will survive, including, by way of example and not of limitation Section 11 ("Confidentiality"), Section 14 ("Proprietary Rights"), Section 16 ("Indemnity"), Section 17 ("Disclaimer of Warranties"), Section 18 ("Limitation of Liability"), and Section 22 ("Dispute Resolution; Choice of Law").

Last updated: March 6, 2017

EXHIBIT C



April 11, 2019


Stacey Lea Flanagan
One Jackson Square
Jersey City, NJ 07305

Dear Director Flanagan,

I am writing to confirm that Aunt Bertha understands that the City of Jersey City, acting through its Department of Health and Human Services ("DHHS") plans to share a subscription to Aunt Bertha with the Jersey City Medical Center Barnabas Health (the "Medical Center"). Aunt Bertha acknowledges that, under this arrangement, the Medical Center will be paying for the subscription and the City of Jersey City will reimburse the Medical Center for half the cost of that subscription and be an authorized end user. Therefore, for the price of one subscription between them, both the DHHS and the Medical Center will have full access to the Aunt Bertha suite of services. Aunt Bertha hereby authorizes the foregoing arrangement.

Thank you for continuing to be a partner with Aunt Bertha in our mission to connect people with essential services in their neighborhoods

Sincerely,


Tyler Hartung
VP of Finance

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Jersey City Med Ctr* <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the *June 26, 20* contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned. *N/A*

Check the box that represents the type of business entity: *Not for profit Corporation*

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<i>N/A</i>	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: *Jersey City Medical Center*
 Signature of Affiant: *David Mebane* Title: *Executive VP / General Counsel*
 Printed Name of Affiant: *David Mebane* Date: *6/13/19*

Subscribed and sworn before me this *13th* day of *June*, 2019

My Commission expires: _____

MELISSA GARCIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/24/2020

Melissa A. Garcia
(Witnessed or attested by)

(Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jersey City Medical Center (name of business entity) has not made any reportable contributions in the ^{**}one-year period preceding June 26, 2019 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Jersey City Medical Center (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jersey City Medical Center

Signed DA Mebane Title: Executive VP / General Counsel

Print Name David A. Mebane Date: 6/13/19

Subscribed and sworn before me
this 13th day of June, 2019.
My Commission expires:

DA Mebane
(Affiant)
David A. Mebane Exec VP / General Counsel
(Print name & title of affiant) (Corporate Seal)

Melissa A. Garcia
MELISSA GARCIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/24/2020

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-617

Agenda No. 10.23

Approved: _____

TITLE:



RESOLUTION AWARDING AN EMERGENCY CONTRACT TO ALL AMERICAN RECYCLING CORPORATION FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, All American Recycling Corporation ("All American") markets post – consumer class "A" recyclables for disposition of mixed paper and commingled recycling items; and

WHEREAS, Resolution No.19-558, approved on June 26, 2019, rejected all bids for mixed paper and commingled recycling items; and

WHEREAS, the City is currently preparing to advertise for bids for a new recycling contract; and

WHEREAS, it is necessary to award an emergency contract with All American Recycling Corporation on a month-to-month basis not to exceed six (6) months while the City advertises for bids; and

WHEREAS, the Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue to dispose of mixed paper and commingled recycling items without interruption in order to promote public health and safety; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq., may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, All American will provide these services for an amount not to exceed \$90,000.00 if the term of the contract is six (6) months; and

WHEREAS, funds in the amount of \$30,000.00 are available in Sanitation's Operating Account No. 01-201-26-292-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to All American Recycling Corporation, with offices located at 2 Hope Street, Jersey City, NJ 07207, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq., to dispose of mixed paper and commingled recycling items is hereby ratified;
- 2) The total cost of the contract shall not exceed \$90,000.00 if the term of the contract is six (6) months;
- 3) The term of the contract shall be effective June 27, 2019 and shall continue on a month – to- month basis not to exceed six months;

City Clerk File No. Res. 19-617

Agenda No. 10.23

TITLE:

RESOLUTION AWARDING AN EMERGENCY CONTRACT TO ALL AMERICAN RECYCLING CORPORATION FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

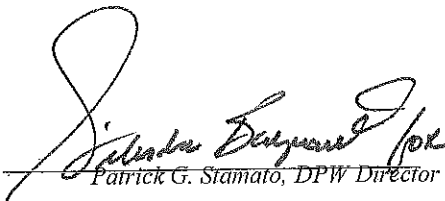
- 4) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 5) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Lubna Muneer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 01-201-26-292-314 for payment of the above resolution.

Requisition # 0189144

Purchase Order # 134220

June 27, 2019

APPROVED: 
 Patrick G. Stamato, DPW Director

APPROVED AS TO LEGAL FORM

B.R.
7-8-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING AN EMERGENCY CONTRACT TO ALL AMERICAN RECYCLING CORPORATION FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

Project Manager

Department/Division	PUBLIC WORKS	SANITATION
Name/Title	FRANK LAMPARELLI	SANITATION DIRECTOR
Phone/email	201-547-4400 201-317-6784	FLAMPARELLI@JCNJ.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ⚡ All American Recycling Corporation ("All American") markets post – consumer class "A" recyclables for disposition of mixed paper and commingled recycling items.
- ⚡ Resolution No.19-558, approved on June 26, 2019, rejected all bids for mixed paper and commingled recycling items.
- ⚡ The City is currently preparing to advertise for bids for a new recycling contract.
- ⚡ it is necessary to award an emergency contract with All American Recycling Corporation on a month-to-month basis not to exceed six (6) months while the City advertises for bids. The Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue to dispose of mixed paper and commingled recycling items without interruption in order to promote public health and safety

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-292-314 (Sanitation Operating)
Contract Amount = \$90,000.00
Temporary Encumbrancy = \$30,000.00

Six month effective June 27, 2019

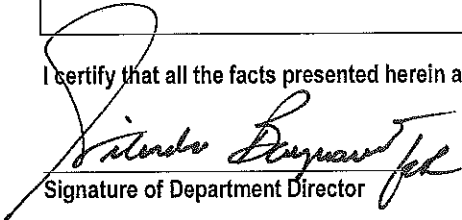
Type of award

Emergency Resolution

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

06/27/19
Date

Peter Folgado, QPA, RPPO

Date

CERTIFICATION OF PATRICK G. STAMATO

I, Patrick G. Stamato, of full age, hereby certifies as follows:

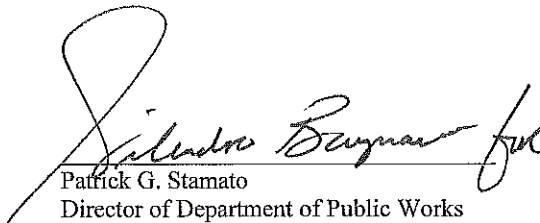
1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Division of Sanitation was notified that there is a need for disposition of mixed paper and commingled recycling items.
3. The Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue to dispose of mixed paper and commingled recycling items without interruption in order to promote public health and safety
4. As Director of the Department of Public Works, an emergency contract is required.
5. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized All American Recycling Corporation to continue to receive the City's truck for the mixed paper and recycling items.
6. The total funds requested for this purpose is \$90,000.00.
7. Because of the aforementioned emergency, time did not permit formal advertisement.
8. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency declared in order to formally authorize All American Recycling Corporation to continue with the recyclables and commingled items.

Should you have any questions or require further details regarding this matter, please do not hesitate to call my office.

Dated: _____

06/27/19


Patrick G. Stamato
Director of Department of Public Works

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-618

Agenda No. 10.24

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC TO PROVIDE SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-618, approved on July 19, 2017, awarded a one-year contract in the amount of \$158,595.00 to Starlite Electric LLC for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-701, approved on July 18, 2018, exercised the first option to renew the contract for a total contract amount of \$161,314.63; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of July 19, 2019 and ending on July 18, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$164,540.92; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Park Maintenance Capital Account No. 01-201-28-375-312;

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Starlite Electric LLC for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City, Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of July 19, 2019, and the total cost of the contract shall not exceed \$164,540.92;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC TO PROVIDE SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

4. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

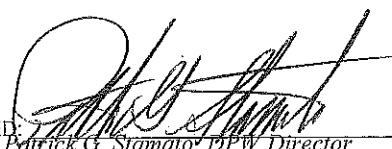
5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, _____ Lubna Muneer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 01-201-28-375-312 for payment of the above resolution.

Requisition # 0189155

Purchase Order # 134178

June 27, 2019

APPROVED: 
 Patrick G. Stamato, DPW Director

APPROVED AS TO LEGAL FORM R.B.
7-8-19

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC TO PROVIDE SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449 201-356-7763	socasio@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- There is a need for sports lighting and scoreboards maintenance at numerous ball fields.
- Includes Pershing Field, Mary Benson, Country Village Little League, Caven Point, Roberto Clemente, Montgomery Gateway, Enos Jones, Westside Little League, Bayside, Link Park West, Metro Field and Berry Lane.

Cost (Identify all sources and amounts)

01-201-28-375-312 (Park Operating)
Total Contract amount =\$164,540.92
Temporary Encumbrancy =\$10,000.00

Contract term (include all proposed renewals)

Exercising final option to renew.
07/19/19 to 07/18/20

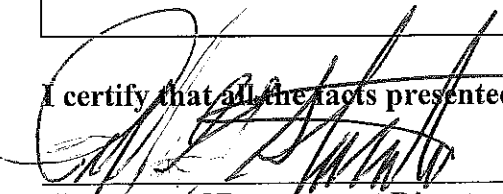
Type of award

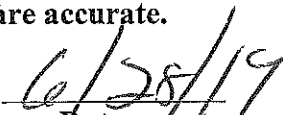
Contract Renewal

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Signature of Purchasing Director

Date

BID PROPOSAL
(Continued)
PROJECT NO. 2017

LIST OF PRICES:**Item No. 1 - Seasonal Start-Up Service**

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

Site	Address	Bid Price for Seasonal Start-Up
A. Pershing Field	Central & Manhattan Ave.	\$ <u>350.00</u>
B. Mary Benson Ballfield	Mercedes St. & Newark Ave.	\$ <u>100.00</u> (Lights Only)
C. Country Village Little League	Sycamore Rd. & Colonia Dr.	\$ <u>2,395.00</u>
D. Caven Point Recreational Fac.	Caven Point Rd. & Chapel Ave	\$ <u>3,000.00</u>
E. Roberto Clemente	6th St. & Manila Avenue	\$ <u>100.00</u>
F. Montgomery Gateway Recreational Complex	Mercedes & Grand Streets	\$ <u>6,000.00</u> (Lights Only)
G. Enos Jones Field	8th St. & Brunswick Ave.	\$ <u>7,200.00</u>
H. Westside Little League	Westside & Favoria Ave	\$ <u>2,100.00</u>
I. Bayside Park Fields	480 Garfield Ave	\$ <u>100.00</u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>14,000.00</u>
K. Metro Field	179 Westside Avenue	\$ <u>3,000.00</u>
L. Berry Lane Park	Garfield Ave	\$ <u>500.00</u>
N. Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up.	ThirtyNine Thousand Eight Hundred and FortyFive Dollars	\$ <u>1,000.00</u> \$ <u>39,845.00</u>
TOTAL BID PRICE ITEM #1	(In Writing)	\$ <u>39,845.00</u> (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including bucket trucks and other lifting equipment.

page 44

**BID PROPOSAL
(Continued)**

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written issuance by the City's Purchasing Agent.

A. 250 Hours (Estimated Quantity) Times	\$ 275.00	/Hour = \$	68,750.00
	Unit Cost Electrician		Extended Cost
B. 175 Hours (Estimated Quantity) Times	\$ 200	/Hour = \$	35,000.00
	Unit Cost Helper		Extended Cost
	One Hundred and Three Thousand		
TOTAL BID PRICE ITEM #2	Seven Hundred and Fifty Dollars	\$	103,750.00
(A +B)	(In Writing)		(In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING BUCKET TRUCKS AND OTHER LIFTING EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 - Parts Allowance

Included in the grand total price will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand Dollars	\$ 15,000.00
(In Writing)	(In Figures)

**BID PROPOSAL
(Continued)**

GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

INCLUSIVE

One Hundred and FiftyEight Thousand
Five Hundred and NinetyFive Dollars

\$ 158,595.00

(In Writing)

(In Figures)

The contract will be awarded on the grand total price for item nos. 1 through 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the project, may be for a sum either greater than or less than the Grand Total Price above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The index rate means the rate of annual percentage increases, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-701

Agenda No. 10.Z.27

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-618, approved on July 19, 2017, awarded a one-year contract in the amount of \$158,595.00 to STARLITE ELECTRIC LLC for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of July 19, 2018 and ending on July 18, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$161,314.63; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Park Maintenance Operating Account No. 18-01-201-28-375-312,

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with STARLITE ELECTRIC LLC for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City (City), Department of Public Works, Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of July 19, 2018, and the total cost of the contract shall not exceed \$161,314.63;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 4) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

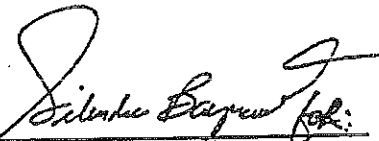
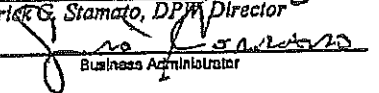
RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 18-01-201-28-375-312 for payment of the above resolution.

Requisition # 0184243

Purchase Order # 129731

June 28, 2018

APPROVED: 
 Patrick G. Stamato, DPW Director
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM RR
7-2-18

 Corporation Counsel


Certification Required
 Not Required APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ indicates Vota

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Ralpho R. Lavarro, Jr., President of Council


 Robert Byma, City Clerk

★ STARLITE ELECTRIC, LLC

260 Main Street, Suite #1, Keansburg, NJ 07734

Phone: 732/495-7600 *** Fax: 732/495-7688

NJ LIC #10606

June 19, 2019

Jersey City Department of Parks and Forestry
Department of Public Works
13-15 Linden Avenue East, 2nd Fl
Jersey City, NJ 07305-4729
Attn: Sammy Ocasio

CITY OF JERSEY CITY
DEPT. OF PARKS MAINTENANCE

2019 JUN 20 AM 11:42

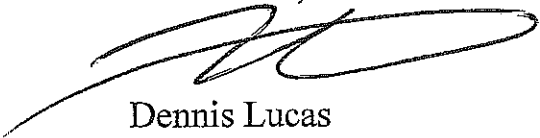
RECEIVED

Re: Sports Lighting and Scoreboard Maintenance
Contract Renewal Confirmation

Dear Mr. Ocasio:

Please accept this correspondence as confirmation that Starlite Electric shall accept the above referenced contract renewal for the 2019 contract year, as per the terms spelled out in your June 5, 2019 correspondence.

Thank You,

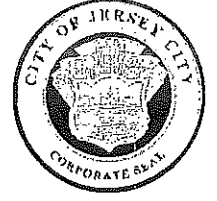

Dennis Lucas



STEVEN M. FULOP
Mayor of Jersey City

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

June 5, 2019

Starlite Electric LLC .
260 Main Street, STE 1
Keansburg NJ 07734
Subject Renewal Sports Lighting and Scoreboard Maintenance

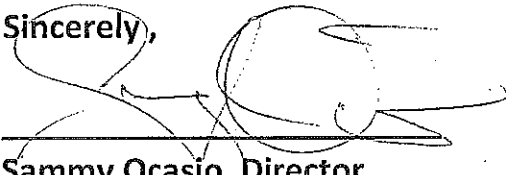
Dear Ms. Ana:

Your present contract for Sports Lighting and Scoreboard Maintenance for the City of Jersey City/Division of Park Maintenance is due to expire July 18, 2019. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until June 29, 2019 and at that time we will be contracting the Bureau of Labor Statistics for the number. Please confirm this renewal and terms in writing A.S.A.P. Please return all forms and returned along with your conformation letter and Business Registration Information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabet@jcnj.org.

Sincerely,



Sammy Ocasio, Director
Division of Park Maintenance

See attached forms and return originals
Equal Employment Opportunity - Public Construction Contracts
Play to Play Information

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanj@jcnj.org

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned20% of the total dollar amount of the contract

Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to M/WB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D: Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

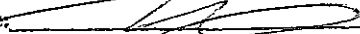
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): DENNIS LUCAS / PRESIDENT

Representative's Signature: 

Name of Company: STARLITE ELECTRIC Tel. No.: 332-495-7600 Date: 6-10-19

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the PRES. of STARLITE, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DENNIS LUCAS / PRESIDENT
Representative's Signature: [Signature]
Name of Company: STARLITE ELECTRIC
Tel. No.: 732-495-7600 Date: 6-10-19

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : STARLITE ELECTRIC
Address : 260 MAIN ST. KEANSBURG, NJ 07734
Telephone No. : 732-495-7600
Contact Name: DENNIS LUCAS

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Starlite Electric, LLC

Business Name : Starlite Electric, LLC
Address : 260 Main Street
Keansburg, NJ 07734
Telephone No. : P: 732-495-7600
F: 732-495-7688
Contact Name : DENNIS LUCAS

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
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- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: BALL FIELD MAINTENANCE

Contractor: STARLITE ELECTRIC Bid Amt. \$ _____

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
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 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: BALLFIELD MAINTENANCE # _____

Contractor: STARLITE ELECTRIC Bid Amt. \$ _____

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY


MWBE Page 3 Project BALLFIELD MAINTENANCE

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?
ALL ARE OPEN TO PROVIDE PRICING AND QUOTES.

Name of Contractor STARLITE ELECTRIC

By: Signature 

Type or print name/title: DENNIS LUCAS
PRESIDENT

Telephone No: 732-495-7600 Date: 6-10-19

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

MWBE Page 3 Project BALLFIELD MAINTENANCE


2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
N/A					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

ALL ARE OPEN TO PROVIDE QUOTES AND PROPOSALS

Name of Contractor STALIZE ELECTRIC

By: Signature 

Type or print name/title: DENNIS LUCAS / PRESIDENT

Telephone No: 732-495-7600 Date 6-10-19

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

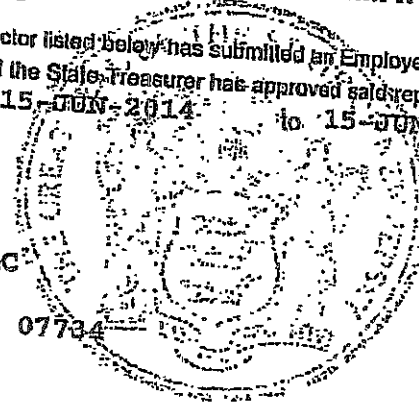
Certification 40116

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2014 to 15-JUN-2021

STARLITE ELECTRIC, LLC
260 MAIN STREET
KEANSBURG

NJ 07734



Handwritten signature of Andrew P. Sidamon-Eristoff.

Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: STARLITE ELECTRIC LLC
Trade Name:
Address: 260 MAIN STREET, SUITE #1
KEANSBURG, NJ 07734-1766
Certificate Number: 1069595
Effective Date: June 16, 2004
Date of Issuance: June 28, 2018

For Office Use Only:
20180628152912684

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that STARLITE ELECTRIC (name of business entity) has not made any reportable contributions in the **one-year period preceding 6-10-19 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract STARLITE ELECTRIC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: STARLITE ELECTRIC

Signed [Signature] Title: PRESIDENT

Print Name: DENNIS LUCAS Date: 6-10-19

Subscribed and sworn before me
this 10 day of June 2019.
My Commission expires:

[Signature]
(Affiant)

(Print name & title of affiant) (Corporate Seal)

MANOLITA SCUTT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/19/2020

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
DENNIS LUCAS	21 NATE LN, HOWELL, NJ 07731

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: STARLITE ELECTRIC
 Signature of Affiant: [Signature] Title: PRESIDENT
 Printed Name of Affiant: DENNIS LUCAS Date: 6-10-19

Subscribed and sworn before me this 10 day of June, 2019.

My Commission expires:

MANOLITA SCUTT
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 11/19/2020

[Signature]
 (Witnessed or attested by)

(Seal)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-619

Agenda No. 10.25

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NELSON WESTERBERG INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-556, approved on June 28, 2017, awarded a one-year contract in the amount of \$181,200.00 to **NELSON WESTERBERG INC.** for providing moving services for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year terms; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, Resolution 18-564 approved on June 13, 2018 by the City Council authorized the first option to renew the contract for an additional one-year period effective as of **June 28, 2018 and ending on June 27, 2019**; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the second option and renew the contract for an additional one-year period effective as of **June 28, 2019 and ending on June 27, 2020**; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is **\$181,200.00**; and

WHEREAS, funds in the amount of \$10,000.00 are available in the **Unclassified Operating Account No. 19-01-201-31-433-314**.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **NELSON WESTERBERG INC.** for providing moving services for the City of Jersey City (City), Department of Public Works;
- 2) The renewal contract is for a one-year period effective as of June 28, 2019 and the total cost of the contract shall not exceed **\$181,200.00**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 4) Pursuant to N.J.A.C. 5:30-5.5(c) (2), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 19-619

Agenda No. 10.25

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NELSON WESTERBERG INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

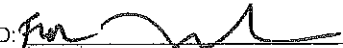
I, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating **Account No. 19-01-201-31-433-314** for payment of the above resolution.

Requisition # 0188961

Purchase Order # 134137

June 13, 2019

Patrick G. Stamato, DPW Director

APPROVED: 

APPROVED AS TO LEGAL FORM

*B.R.
7-3-19*

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NELSON WESTERBERG, INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@ICNJ.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need for moving company services for various offices.

Cost (Identify all sources and amounts)

Unclassified Operating Account 19-01-201-31-433-314

Total Contract Amount = \$181,200.00
Temporary Encumbrancy = \$10,000.00

Contract term (include all proposed renewals)

The term is from June 28, 2019 through June 27, 2020

Type of award

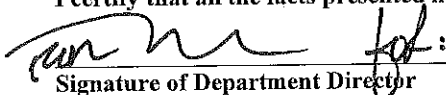
Bid

If "Other Exception", enter type

Additional Information

Exercising the second option to renew the contract.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Signature of Purchasing Director

Date



Your moving partner.
Chicago, New York, Dallas, Atlanta, Los Angeles

New Jersey Office
Nelson Westerberg, Inc.

May 21, 2019

Mr. Steve Miller
City of Jersey City
13-15 Linden Avenue East
Jersey City, NJ 07305

Dear Steve:

Re: New Resolution

Enclosed, please find completed forms for the New Resolution.

All rates for services and materials for contract renewal will remain the same.

If you have any questions please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "KDL", enclosed within a large, loopy circular scribble.

Keith DeLorenzo
Director, Commercial Sales
KDL/cmc

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Nelson Westerberg

Address : 180 Meister Avenue, Somerville, NJ 08876

Telephone No. : 908-725-3800

Contact Name : Keith DeLorenzo

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

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OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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Business Name: Nelson Westerberg

Address: 180 Meister Avenue, Somerville, NJ 08876

Telephone No. : 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

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DIVISION OF PURCHASING COPY

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Keith DeLorenzo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800 Date: 5/21/2019

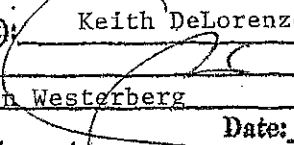
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Keith DeLorenzo
Representative's Signature: 
Name of Company: Nelson Westerberg
Tel. No.: 908-725-3800 Date: 5/21/2019



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWESCO, INC.
Trade Name: NELSON WESTERBERG OF NEW JERSEY
Address: 180 MEISTER AVENUE
SOMERVILLE, NJ 08876-3465
Certificate Number: 0842184
Effective Date: April 28, 1995
Date of Issuance: June 18, 2009

For Office Use Only:
20090618142256181

Certification 40799

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2017** to **15-OCT-2024**

**NELSON WESTERBERG OF NEW JERSEY
180 MEISTER AVE
SOMERVILLE**

NJ 08876



Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Nelson Westerberg (name of business entity) has not made any reportable contributions in the ****one-year period** preceding 5/21/2019 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Nelson Westerberg (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Nelson Westerberg

Signed [Signature] Title: Director of Commercial Sales

Print Name Keith DeLorenzo Date: 5/21/2019

Subscribed and sworn before me
this 21st day of May, 2019

My Commission expires:
21st day of May

[Signature] (Affiant)

(Print name & title of affiant) (Corporate Seal)

PAUL E. DeLORENZO
AN ATTORNEY AT LAW OF NEW JERSEY

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

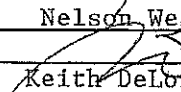
Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
John Westerberg	1500 Arthur Avenue, Elk Grove Village, IL
Steve Westerberg	1500 Arthur Avenue, Elk Grove Village, IL
Robert Westerberg	1500 Arthur Avenue, Elk Grove Village, IL

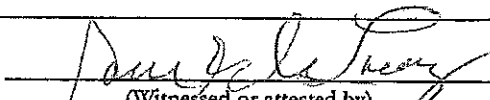
Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Nelson Westerberg
 Signature of Affiant:  Title: Director of Commercial Sales
 Printed Name of Affiant: Keith DeLorenzo Date: 5/21/2019

Subscribed and sworn before me this 21st day of May, 2019

My Commission expires:


 (Witnessed or attested by)
PAUL E. DeLORENZO
 AN ATTORNEY AT LAW OF NEW JERSEY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-620

Agenda No. 10.26

Approved: _____

TITLE:



RESOLUTION ACCEPTING GRANT FUNDS FOR THE CALENDAR YEAR 2019 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

COUNCIL **offered and moved adoption**
of the following resolution:

WHEREAS, the Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal; and

WHEREAS, it is the intent and the spirit of the Clean Communities and Recycling Grant Act to use the Clean Communities grants to promote and encourage a clean and safe environment; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated Clean Communities regulations to implement the Clean Communities and Recycling Grant Act; and

WHEREAS, the City of Jersey City (City) desires to accept grant funds for purposes of litter cleanup and removal, education programs to promote clean communities, enforcement of local anti-littering laws and other programs; and

WHEREAS, a resolution accepting grant funds in the amount of \$414,400.75 for such Clean Communities grant will memorialize the commitment of the City to cleaning up the community and indicate the agreement of the City Council to the efforts undertaken by the City and to the requirements outlined in the Clean Communities and Recycling Act and its regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) The City of Jersey City hereby accepts the grant funds of \$414,400.75 from the New Jersey Department of Environmental Protection for the Calendar Year 2019 Clean Communities Grant; and
- 2) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

PGS/sb
June 25, 2019

APPROVED:

APPROVED AS TO LEGAL FORM

B.R.
7-8-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION ACCEPTING GRANT FUNDS FOR THE CALENDAR YEAR 2019 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Patrick Stamato	Director
Phone/email	201-547-4400 201-306-8100	pstamato@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

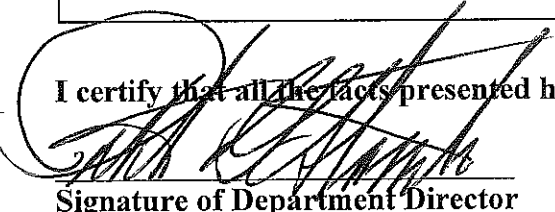
The purpose of this resolution is to provide:

- ✦ The Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal.
- ✦ It is the intent and the spirit of the Clean Communities and Recycling Grant Act to use the Clean Communities grants to promote and encourage a clean and safe environment.
- ✦ The New Jersey Department of Environmental Protection has promulgated Clean Communities regulations to implement the Clean Communities and Recycling Grant Act.
- ✦ The City of Jersey City (City) desires to accept grant funds for purposes of litter cleanup and removal, education programs to promote clean communities, enforcement of local anti-littering laws and other programs.
- ✦ A resolution accepting grant funds for \$414,400.75 for such Clean Communities grant will memorialize the commitment of the City to cleaning up the community and indicate the agreement of the City Council to the efforts undertaken by the City and to the requirements outlined in the Clean Communities and Recycling Act and its regulations.

Type of award

If "Other Exception", enter type
Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/28/19
Date



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Payment Details

The data displayed relates all of the payment line information provided to NJCFS to generate this payment.

If you are unable to identify this payment by the data displayed, you can contact the fiscal area of the originating State agency for assistance at DEBRAA.COLEMAN@DEP.NJ.GOV. Please include your vendor code and the voucher number in your message.

Vendor Name	CITY OF JERSEY CITY
Vendor Code	22600201304
Payment Type	ACH
Check Number	1905230082
Payment Date	May 23, 2019
Check Total	\$414,400.75

Options

[Printable Version](#)

[Return to Previous Page](#)

Payment Line Details

Trans Code	UA
Voucher Agency	ENVIRONMENTAL PROTECTION
Voucher Number	4900CC18957
Payee Reference	FY2019 CLEAN COMMUNITIES GRANT
Line Number	01
Line Amount	\$414,400.75
Disbursed Amount	\$414,400.75

Additional Information

Budget Fiscal Year	2019
Fund	765
Agency	ENVIRONMENTAL PROTECTION
Organization	SOLID WASTE ADMINISTRATION
Appr. Unit	004
Object	6020
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A
CFDA Number	N/A
CFDA Description	N/A

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-621

Agenda No. 10.27

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY TO ACCEPT A GRANT AWARD FROM THE NEW JERSEY COUNCIL FOR THE HUMANITIES FOR THE HOSTING OF EVENTS AT APPLE TREE HOUSE AND THE EXECUTION OF A GRANT AGREEMENT

**COUNCIL,
adoption
of the following resolution:**

offered and moved

WHEREAS, renovations to the Apple Tree House were completed in 2017; and

WHEREAS, the New Jersey Council for the Humanities provides grants to fund the planning and programming of a series of events to discuss the evolution of feminism through the historical lens of the women's suffrage movement and the passage of the 19th Amendment (the "Program"); and

WHEREAS, the City of Jersey City ("City") desires to accept and administer a grant for this program that will be held at the Apple Tree House; and

WHEREAS, the City shall be required to provide matching funds in the amount of at least \$20,000.00; and

WHEREAS, the City intends to provide approximately \$21,700 in matching funds.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City:

1. The City of Jersey City hereby accepts grant funds in the amount of \$20,000.00 from the New Jersey Council Humanities for the purpose of planning and programming a series of events at the Apple Tree House to discuss the evolution of feminism through the historical lens of women's suffrage movement and the passage of the 19th Amendment;
2. The Office of Management and Budget is authorized to establish an account in the amount of \$20,000.00; and
3. The Mayor or Business Administrator is authorized to execute the grant agreement attached hereto.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator
Corporation Counsel

*JMcK
7/9/19*

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												7.17.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY				YUN				RIVERA					
PRINZ-AREY				SOLOMON				WATTERMAN					
BOGGIANO				ROBINSON				LAVARRO, PRES					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY TO ACCEPT A GRANT AWARD FROM THE NEW JERSEY COUNCIL FOR THE HUMANITIES FOR THE HOSTING OF EVENTS AT THE APPLE TREE HOUSE AND THE EXECUTION OF A GRANT AGREEMENT

Initiator

Department/Division	Mayor's Office	Jersey City Office of Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	(201) 549-6921	cgoodman@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The New Jersey Council for the Humanities provides grants to fund the planning and programming of a series of events to discuss the evolution of feminism through the historical lens of the women's suffrage movement and the passage of the 19th Amendment (the "Program"). The City desires to accept and administer a grant in the amount of \$20,000.00 for this Program that will be held at the Apple Tree House.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/5/19

Date

June 21, 2019

Christine Goodman
City of Jersey City
280 Grove St
Jersey City, NJ 07302-3610

Dear Christine:

I am pleased to inform you that the New Jersey Council for the Humanities (NJCH) has agreed to award \$20,000.00 to City of Jersey City for the project *Celebrating the 100th Anniversary of Women's Suffrage* (grant # 2019-11).

Please return two copies of the Agreement of Grant Award signed by all required parties **no later than July 8, 2019**. One copy of the fully executed agreement will be returned to you for your files along with the initial payment against your award.

Your grant period begins September 1, 2019; no grant funds may be used to support work completed before this date. Your grant period will end on March 31, 2020; no grant funds may be used to support work completed after this date unless an extension of the grant period has been requested in writing and approved by NJCH.

You are required to submit an Interim Report halfway through your project and a Final Report following its completion. Due dates and instructions for submitting these reports are detailed in the Grant Administration Checklist. After your Final Report is approved your grant will be closed and the final 10% payment against your award will be released.

We are delighted to be able to make this award and to share a partnership with you in the public humanities. I send you all my best wishes for success.

Sincerely,



Gigi Naglak
Director of Grants & Programs

AGREEMENT OF GRANT AWARD

Re: NJCH Award Number: 2019-11

Celebrating the 100th Anniversary of Women's Suffrage

The parties to this Agreement are the New Jersey Council for the Humanities ("NJCH") and City of Jersey City ("Grant Recipient"), which shall be directly responsible for the administration and supervision of the project.

In consideration for the grant by NJCH of \$20,000.00, under its grant from the National Endowment for the Humanities (Award No. SO-253134-17), the Grant Recipient hereby agrees as follows:

1. Definition and Scope of Project. The Grant Recipient agrees to carry out the project named above in conformity with the guidelines and directives of NJCH in conformity with 20 U.S.C. § 956, as amended, and any regulations or procedures promulgated by the National Endowment for the Humanities. The Grant Recipient further agrees to fulfill any conditions imposed by NJCH in connection with the approval of award.

2. NJCH Guidelines and Application. The Grant Recipient hereby expressly represents that the representative executing this Agreement has read and understands the NJCH Grant Guidelines and will strictly comply with all requirements contained therein.

3. Funded Program Changes. All changes in the scope or the objectives of a project, the project director, or the duration of the project must be requested and approved in writing. Grant recipients must also receive approval before transferring substantive project work to new personnel. Grant recipients should notify NJCH of any changes in event details so that in its efforts to inform the public about its programs NJCH will provide accurate information.

4. Grant Recipient Subject to Federal Regulations and Approved Budget. NJCH and the Grant Recipient hereby agree that all grants made by NJCH are treated as subcontracts from the National Endowment for the Humanities to NJCH and are regulated under appropriate Federal cost regulations, adherence to which is required of the Grant Recipient.

5. Use of Grant Funds. Grant recipients must expend award funds as set forth in the project budget as originally proposed or subsequently amended. Grant recipients may transfer funds among allowable categories, provided that the scope or objectives of the project are not changed. Grant recipients are required to seek approval for changes that include the addition or deletion of budget categories.

Grant recipients are required to provide at least a 1:1 match for their grant awards. Both cash and in-kind contributions can be used to meet this matching requirement. These contributions may come from any source, with the exception of the National Endowment for the Humanities (NEH).

All costs must be incurred within the established grant period. Grant recipients may request one extension of the grant period; however, no extension is guaranteed. Grant recipients have up to 90 days after the close of the grant period to liquidate all obligations and submit a final report.

6. Fiscal Record Keeping. The fiscal officer should have access to and follow federal standard accounting procedures according to General Grant Provisions for Organizations and Office of Management and Budget Circular A-110, Part II. Since all grants are subject to NJCH and NEH audit, grant recipients must maintain financial records for at least three years following submission of the final report.

NJCH re-grants federal funds it receives as a grant from the NEH. The Catalog of Federal Domestic Assistance (CFDA) number related to the NEH grant monies is 45.129. Please consult your organization's accountant/auditor to determine if you are subject to certain governmental audit requirements as a result of your receipt of these federal funds.

Any cost reimbursed by the Council which is subsequently found to be disallowable under audit shall be refunded to the Council.

7. Termination or Suspension of Grants. NJCH and the Grant Recipient may terminate a specific activity or the entire grant by mutual, written agreement.

a. A grant recipient may terminate its NJCH award in whole or in part by notifying the Director of Grants & Programs or Executive Director, in writing, of the reasons for such termination.

b. NJCH may, at its discretion and at any time, terminate a grant with written notice after consultation with the sponsoring organization.

Within 30 days of termination, a final report summarizing the progress achieved under the grant, and an itemized accounting of funds expended, obligated, and remaining under the grant must be submitted. The sponsoring organization will remit to NJCH any funds due or disallowed.

8. Dissolution. In the event the Grant Recipient, either voluntarily or involuntarily, ceases to exist as a qualifying organization (e.g. dissolution of corporation), the Grant Recipient specifically agrees to notify NJCH in writing describing the implications of such change.

9. Grant Products. The Grant Recipient agrees that all intellectual property, whether copyrighted or not, including but not limited to any script(s), production material, and related print, audio, visual, or digital materials produced under this Agreement ("Grant Products"), shall be subject to the terms and conditions of this Section 8 and the other terms hereof. The Grant Recipient assumes full responsibility for said conditions and for apprising other funders and project personnel of these terms and conditions.

a. Copyright

i. If the Grant Recipient uses any materials copyrighted by others in connection with the project, the Grant Recipient shall possess the necessary rights required to use such copyrighted materials.

ii. The Grant Recipient may copyright any Grant Products that are developed or acquired in connection with the project.

iii. Title to Grant Products developed under this Agreement shall remain solely with the Grant Recipient, unless a transfer of ownership rights is approved in writing by NJCH.

iv. NJCH and NEH hereby reserve, and Grant Recipient hereby grants to NJCH and NEH, a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use for NJCH or NEH purposes any Grant Products created or acquired by the Grant Recipient in accordance with this Agreement.

v. The Grant Recipient agrees to request from any other person owning a copyright on all or any part of the Grant Product a release stating that NJCH and NEH may use or reproduce, without payment, such person's contribution to the Grant Product.

vi. The Grant Recipient agrees to furnish to NJCH, at the Grant Recipient's cost, one (1) copy of all Grant Products as part of its final report. Should NJCH or NEH request additional copies of the Grant Products, the Grant Recipient agrees to provide them to NJCH or NEH, and NJCH or NEH agrees to reimburse actual reasonable out-of-pocket costs of reproduction and shipping incurred by the Grant Recipient, and no royalties or other fees will be charged.

b. Distribution

i. Grant Products must be offered for distribution to broad public audiences in keeping with NJCH's goal that the New Jersey public have ready and easy access to NJCH award products.

ii. All distribution arrangements, including agreements for distributing content across digital platforms, must be submitted to NJCH for review prior to the Grant Recipient's signing an agreement. NJCH requires at least fifteen business days for review of distribution agreements. This condition extends to all forms of distribution as well as any plans for modification, repackaging, or repurposing of the production elements.

iii. Once distribution agreements are finalized, the Grant Recipient shall keep NJCH informed about the outcome of distribution efforts.

c. Income.

i. During the grant period, the Grant Recipient may use earned income from the distribution of Grant Products to offset its share of the project costs.

ii. After the grant period, the Grant Recipient may use earned income in any way it chooses.

10. Acknowledgement. Grant Recipient will acknowledge NJCH support in all materials publicizing or resulting from award activities, including Grant Products. Acknowledgement of NJCH support must contain the language below, in conjunction with an accurate reproduction of the NJCH logo, or in a manner that conforms to broadcast and/or distribution requirements:

"This (insert project type: publication, program, exhibition, film, etc.) was made possible by a grant from the New Jersey Council for the Humanities, a state partner of the National Endowment for the Humanities. Any views, findings, conclusions, or recommendations expressed in this (insert project type: publication, program, exhibition, film, etc.) do not necessarily represent those of the National Endowment for the Humanities or the New Jersey Council for the Humanities."

11. Hold Harmless. The Grant Recipient agrees to indemnify, defend and save harmless NJCH, its officers, agents, employees, individual members, and staff from any claims or actions, including but not limited to libel and slander, damage, loss and expense by reason of injury, illness, or death to any person or persons or damage to property arising or alleged to have arisen from any negligent act or omission by or on behalf of the Grant Recipient. State or federal agencies that are not permitted to indemnify outside organizations or their employees should attach a statement to that effect as an amendment to the Agreement.

12. Insurance. The grant recipient is required to maintain general liability coverage appropriate to the grant-funded project.

13. Certification Regarding the Non-Discrimination Statutes. The grant recipient

certifies that it will comply with the following non-discrimination statutes and their implementing regulations:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the Civil Rights Act of 1991, which provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grant recipient received federal financial assistance;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

14. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (45 CFR 1169).

- a. The prospective re-grant recipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective re-grant recipient is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to his/her proposal.

15. Labor Dept. Standards on Projects or Productions Assisted by Grants from the New Jersey Council for the Humanities. Professional performers and/or supporting personnel hired by grant recipients must be hired and paid in compliance with 29CFR §505.3 and §505.5 of the Department of Labor Employment Standards. This requirement applies whether or not the NJCH grant covers the performance itself.

16. Handicapped Accessibility. Grant recipients are required to ensure that the program site (s) is (are) handicapped accessible according to the 1993 Americans with Disabilities Act (ADA). Grant recipients are required to accommodate the handicapped in order not to impede their access or participation in funded humanities activities.

The parties signing below hereby represent to NJCH that they are authorized to execute this Agreement on behalf of the Grant Recipient and have read and agree to comply with this Agreement, the NJCH Grant Guidelines, and the Grant Award Letter.

GRANT RECIPIENT AGENTS

Project Director: Christine Goodman, Director of Cultural Affairs

Signature

Date

Authorizing Official: Brian Platt, Business Administrator

Signature

Date

Fiscal Officer: Elizabeth Castillo, Chief Financial Officer (Acting)

Signature

Date

NEW JERSEY COUNCIL FOR THE HUMANITIES

Date

Grant Administration Checklist

This checklist summarizes all the information you need to administer and report on your grant project. Unless otherwise stated, administration and report materials are available on our Resources page.

Resources: <http://njhumanities.org/resources/>

City of Jersey City, *Celebrating the 100th Anniversary of Women's Suffrage*

NJCH grant award number: 2019-11

Grant Period: September 1, 2019 to March 31, 2020

To Do Now – DUE BY July 8, 2019

- Sign and return the Grant Agreement (3 signatures required on each) by email or mail. One copy of the fully executed agreement will be returned to you for your files. We will process your initial payment when we receive your signed agreement.
- Read the Communications & Outreach Guide which is available on our Resources page. This guide includes requirements for acknowledging your grant award and NJCH logo usage plus additional useful information.
- NJCH is federally funded through the National Endowment for the Humanities. We ask that you prepare letters to inform the federal and state legislators who represent your community about NJCH funding. Use the Template Letter on the Resources page of our website for guidance. Please send us copies of the letters you send by email or snail mail.

Event Submission – ONGOING

- Throughout your grant period, submit any events associated with this grant project through NJCH's online event entry system. NJCH will provide access to the event entry system and detailed instructions in an email sent to the Project Director.
- Please submit events at least one month in advance.

Interim Report – DUE BY January 6, 2020

- The Interim Report is available on our Resources page.
- Submit the Interim Report to grants@njhumanities.org.

Final Report – DUE BY July 1, 2020

- Closer to the project end date, NJCH will provide access to the final report system in an email sent to the Project Director. The URL to access the will be specific to this grant project.
- You are required to submit one copy of any products – such as publications, reports, media materials, exhibit materials, etc. – that were created through your grant project. The reporting system will enable you to upload files and include links.
- Please submit a few high-quality photos of activities taking place during your grant project if available. This may include public events or “behind the scenes” activities like meetings or focus groups.

Questions? Please contact us at grants@njhumanities.org.

Description	NJCH	Cultural Affairs	In-Kind
Salaries (staffing)		7500	
Project Scholar	5000		
Marketing- Ads, fliers, banners	2500		1500
Social Media Promotions		500	
Speakers, guest scholars	4250		
Poet stipends	800		
Materials- Students Presentation	5500		
Amenities-Refreshments at each event		800	
Equipment rentals	1950		
Medias- printed texts (ie. Programs), photography, video documentation		3700	
Security (if needed)			1200
Space			4000
Insurance			2000
Sign language interpretation		500	
Column Totals	20000	13000	8700
TOTAL	41700		

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-622

Agenda No. 10.28

Approved: _____

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Hudson County Department of Health and Human services, has awarded the City of Jersey City (City) a grant in the amount of \$213,903 for the period of July 1, 2019 through June 30, 2020 to provide substance abuse prevention and education programs; and

WHEREAS, the City further recognized that it is incumbent upon not only public officials but upon the entire community to take action to prevent substance abuse in our community; and

WHEREAS, the City will provide a mandatory 25% monetary contribution in the amount of \$53,476, available in the Matching Funds for Grants Account and a mandatory 75% in-kind support will be provided by the Municipal Drug Alliance Sub-Grantees in the amount of \$160,427; and

WHEREAS, this grant may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to execute any documents necessary to effectuate the receipt of this grant subject to the documents being approved by the Corporation Counsel.
2. The City will provide the match funds in the amount of \$53,476.
3. The Mayor and Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

07/09/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
				YUN				RIVERA			
				SOLOMON				WATTERMAN			
				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Initiator

Department/Division	Health & Human Services	
Name/Title	Stacey L. Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The purpose of this resolution is authorize the acceptance of a grant from the Hudson County Department of Health and Human Services.

I certify that all the facts presented herein are accurate.

Stacey L. Flanagan
Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-623

Agenda No. 10.29

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, OFFICE OF LOCAL PUBLIC HEALTH (OLPH)

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, the City of Jersey City is desirous of accepting and executing a grant award which addresses childhood lead exposure prevention; and

WHEREAS, the State of New Jersey Department of Health through the Jersey City Department of Health and Human Services is responsible for administering Childhood Lead Prevention programming in the City of Jersey City; and

WHEREAS, this grant is for the period of July 1, 2019 - June 30, 2020 in the amount of \$767,000; and

WHEREAS, this funding is used to case manage lead-burdened children in Jersey City and other related activities; and

WHEREAS, this grant may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City from the NJ Department of Health for 2019/2020 in the amount of \$767,000;
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Childhood Lead Exposure Prevention Grant, including the administrative compliance and audit;
3. The Mayor and/or Business Administrator is authorized to execute any documents necessary to effectuate the receipt of this grant subject to the documents being approved by the Corporation Counsel.

APPROVED: 07/09/19

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - GRANT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, OFFICE OF LOCAL PUBLIC HEALTH (OLPH)

Project Manager

Department/Division	Health & Human Services	Division of Environmental Health
Name/Title	Stacey Lea Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@jcni.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This is a resolution accepting grant funds from the State of NJ for the Bureau of Healthy Homes conduct childhood lead case management and related activities.

Cost (Identify all sources and amounts)

Grant Funds in the amount of \$767,000

Contract term (include all proposed renewals)

July 1, 2019 through June 30, 2020

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director _____

Date _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-624

Agenda No. 10.30

Approved: _____

TITLE:



RESOLUTION FOR APPLICATION TO THE NEW JERSEY HISTORIC TRUST CAPITAL PRESERVATION GRANT PROGRAM

WHEREAS, the City of Jersey City is eligible for a grant from the New Jersey Historic Trust, Preserve New Jersey Historic Preservation Fund, 2019 Capital Preservation Grant program, which would assist the City of Jersey City in its stated desire to Restore/Rehabilitate, Interpret, Maintain, and Revitalize for the Public Use three extant buildings of Reservoir #3, listed on the New Jersey and National Registers of Historic Places as Reservoir #3; and

WHEREAS, the Preserve New Jersey Historic Preservation Fund, 2019 Capital Preservation Grant Level II program requires a grantee financial match of \$1 for every \$1 received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jersey City that it hereby authorizes the Business Administrator of Jersey City to apply for and execute an application and agreement relating to a grant from the New Jersey Historic Trust in the amount of and not to exceed \$750,000; and

BE IT FURTHER RESOLVED that the Business Administrator of Jersey City is specifically authorized to sign the applicant assurances within the grant application on behalf of the City Council of Jersey City; and

BE IT FURTHER RESOLVED that upon receipt of the grant, the City of Jersey City will provide at least \$1 in matching funds for every \$1 of grant money received; and

BE IT FURTHER RESOLVED that this grant will be used for the purpose of the restoration of Gatehouse #1, Gatehouse #2, and the Screen House buildings of Reservoir #3.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

JMcK
7/9/19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												7.17.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY				YUN				RIVERA					
PRINZ-AREY				SOLOMON				WATTERMAN					
BOGGIANO				ROBINSON				LAVARRO, PRES.					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION FOR APPLICATION TO THE NEW JERSEY HISTORIC TRUST CAPITAL PRESERVATION GRANT PROGRAM

Initiator

Department/Division	Business Administration	Office of Innovation
Name/Title	Melissa Kozakiewicz	Director
Phone/email	mkozakiewicz@jenj.org	201-547-5296

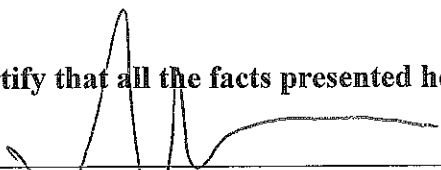
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City is interested in applying for a grant from the New Jersey Historic Trust, Preserve New Jersey Historic Preservation Fund, 2019 Capital Preservation Grant program, which will assist the City in its desire to restore three extant buildings of Reservoir #3, listed on the New Jersey and National Registers of Historic Places as Reservoir #3.

If awarded, total funds will not exceed \$750,000. Matching funds are capped at \$1 for every \$1 awarded.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

7/9/19

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-625

Agenda No. 10.31

Approved: _____

TITLE:



**RESOLUTION FOR APPLICATION TO THE NEW JERSEY HISTORIC TRUST
HISTORIC SITE MANAGEMENT GRANT PROGRAM**

WHEREAS, the City of Jersey City is eligible for a grant from the New Jersey Historic Trust, Preserve New Jersey Historic Preservation Fund, 2019 Historic Site Management Grant program, which would assist the City of Jersey City in its stated desire to prepare a Preservation Plan for Jersey City City Hall, listed on the New Jersey and National Registers of Historic Places as part of the Van Vorst Park Historic District.

WHEREAS, the Preserve New Jersey Historic Preservation Fund, 2019 Historic Site Management Grant Program requires a grantee financial match of \$1 for every \$3 received; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jersey City that it hereby authorizes the Jersey City Business Administrator, Brian Platt, to apply for and execute an application and agreement relating to a grant from the New Jersey Historic Trust in the amount of and not to exceed \$45,000; and

BE IT FURTHER RESOLVED that the Jersey City Business Administrator, Brian Platt, is specifically authorized to sign the applicant assurances within the grant application on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED that upon receipt of the Grant, the City of Jersey City has set aside funds and is committed to providing at least \$1 in matching funds for every \$3 of grant money received; and

BE IT FURTHER RESOLVED that this grant will be used for the purpose of engaging the services of a qualified consultant team, who will produce the Preservation Plan.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

*JMcK
7/9/19*

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION FOR APPLICATION TO THE NEW JERSEY HISTORIC TRUST HISTORIC SITE MANAGEMENT GRANT PROGRAM

Initiator

Department/Division	Business Administration	Office of Innovation
Name/Title	Melissa Kozakiewicz	Director
Phone/email	mkozakiewicz@jenj.org	201-547-5296

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

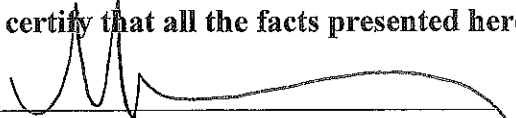
Resolution Purpose

The City of Jersey City is interested in applying for a grant from the New Jersey Historic Trust, Preserve New Jersey Historic Preservation Fund, 2019 Historic Site Management Grant program.

This grant will fund a Preservation Plan for Jersey City City Hall, listed on the New Jersey and National Registers of Historic Places as part of the Van Vorst Park Historic District.

If awarded, total funds will not exceed \$45,000. Matching funds are capped at \$1 for every \$3 awarded.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/9/19
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-626

Agenda No. 10.32

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 654 BERGEN AVENUE A/K/A BLOCK 16703, LOT 5 F/K/A BLOCK 1911, LOT C1.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, New Hope Urban Renewal Limited Partnership ("Owner") is the owner of Bergenvue Apartments at 654 Bergen Avenue, a/k/a Block 16703, Lot 5 f/k/a Block 1911, Lot C1 ("Property"); and

WHEREAS, on December 15, 1999, the Owner received \$2,000,000.00 of CDBG funds for the purpose of constructing a housing project with affordable units; and

WHEREAS, the City's loan was recorded on January 3, 2000 in Book 7314 at Page 265; and

WHEREAS; on December 15, 1999 the City entered into an Affordable Housing Agreement with the Owner; and

WHEREAS, the Affordable Housing Agreement was recorded on January 3, 2000 in Book 5551 at Page 169; and

WHEREAS, the Owner now desires to obtain a bridge loan in the amount of \$1,445,390.00 in order to repair the Property's boiler; and

WHEREAS, the lender, Leviticus 25:23 Alternative Fund, Inc., requires that the City's mortgage be made subordinate to its loan; and

WHEREAS, the City's lien will move to second position; and

WHEREAS, the City, by its Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 654 Bergen Avenue, a/k/a Block 16703, Lot 5 f/k/a Block 1911, Lot C1 to the interests of the new first lien of Leviticus 25:23 Alternative Fund, Inc.

HB/
7/8/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

PROPOSAL FOR JERSEY CITY MIXED PAPER

- All American Recycling Corp. of Clifton/Jersey dba All American Recycling Corp. (AARC) will accept mixed paper from the City of Jersey City at its 2 Hope Street, Jersey City, NJ facility.
- AARC will charge Jersey City \$20.00/ton for mixed paper. This charge is subject to Jersey City removing open top containers of the outthrows included in the mixed paper at no charge to AARC.
- Payment terms are 10 days from date of invoice which will be emailed.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
Public Agency Compliance Officer (P.A.C.O.)
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue, 2nd Floor
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: All American Recycling Corp. of Clifton / Jersey
Address: 2 Hope Street, Jersey City, NJ 07307
Telephone No: 201-656-3363 ext. 107
Contact Name: Charles C. Jacobson

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF TAX ABATEMENT & COMPLIANCE COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: All American Recycling Corp. of Clifton, Jersey
Address: 2 Hope Street, Jersey City, NJ 07307
Telephone No: 201-658-3363 ext. 102
Contact Name: Charles C. Jacobson

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned
Business (MWBE)
 Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Charles C. Jacobson, CFO
Representative's Signature: _____
Name of Company: All American Recycling Corp. of Clifton, Jersey
Tel. No.: 201-656-3363 ext. 102 Date: 7/2/19

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Charles C. Jacobson, CFO

Representative's Signature: [Signature]

Name of Company: All American Recycling Corp. of Clifton, Jersey

Tel. No.: 201-656-3363 ext. 102 Date: 7/2/19



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ALL AMERICAN RECYCLING CORP. OF CLIFTON/JERSEY

Trade Name:

Address: 2 HOPE ST
JERSEY CITY, NJ 07307-1306

Certificate Number: 0464194

Effective Date: December 07, 1981

Date of Issuance: July 03, 2019

For Office Use Only:

20190703084038107

Certification 35594

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2019** to **15-JAN-2022**

ALL AMERICAN RECYCLING CORP. OF CLIFTON/JERSE
2 HOPE STREET
JERSEY CITY NJ 07307



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Vincent M. Ponde	38 Fairfield Rd. Clifton NJ 07013
Vincent F. Ponde	167 E. 61 st St. Apt. 31A/B New York, NY 10005
Alphonse Ponde	85 Miles St. Po. Box 843, Alpine, NJ 07620

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: All American Research Corp. of Clifton Jersey
 Signature of Affiant: [Signature] Title: CEO
 Printed Name of Affiant: Charles C. Jacobson Date: 7/2/19

Subscribed and sworn before me this July 2 day of 2019

[Signature]
(Witnessed or attested by)

My Commission expires:

(Seal)

SUZANNE HAMER
NOTARY PUBLIC
STATE OF NJ
MY COMM. EXP. 10/06/21
COMM NO 2278194

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that All American Recycling Corp. of Clifton, Jersey (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract All American Recycling Corp. of Clifton, Jersey (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: All American Recycling Corp. of Clifton, Jersey

Signed: _____ Title: CFO

Print Name: Charles C. Jacobson Date: 7/2/19

Subscribed and sworn before me
this 2 day of July, 2019.
My Commission expires:

Charles Jacobson
(Affiant)

(Print name & title of affiant) (Corporate Seal)

Suzanne Hamer

SUZANNE HAMER
NOTARY PUBLIC
STATE OF NJ
MY COMM. EXP. 10/06/21
COMM NO 2278194

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-627

Agenda No. 10.33

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CONSTELLATION NEW ENERGY, INC FOR ELECTRIC GENERATION SERVICES.

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Constellation New Energy, LLC (“Constellation”) has provided electricity for City use; and

WHEREAS, outstanding invoices have been submitted to the City that total \$522,551.21 for electricity provided from 2013 to 2018 (Attachment A); and

WHEREAS, Constellation has requested that the City immediately pay the sum of \$522,551.21 for the services provided; and

WHEREAS, John Mercer, Assistant Business Administrator for the City of Jersey City has reviewed Constellation’s request for payment and has certified that Constellation rendered the services requested by the City from 2013 through 2018 and has certified that Constellation’s bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, Constellation performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of \$522,551.21 from Account No. 01-204-55-00-024 shall be made available for the purpose of paying the outstanding claims submitted by Constellation.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The City is hereby authorized to Constellation New Energy, Inc. the sum of \$522,551.21 to pay the outstanding claims for providing electricity to the City from 2013 to 2018; and

TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CONSTELLATION NEW ENERGY, INC FOR ELECTRIC GENERATION SERVICES.

- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Constellation certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMEN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

ATTACHMENT A



City of Jersey City NJ
 280 Grove Street
 Attn: John Mercer
 Jersey City, NJ 07302-3610

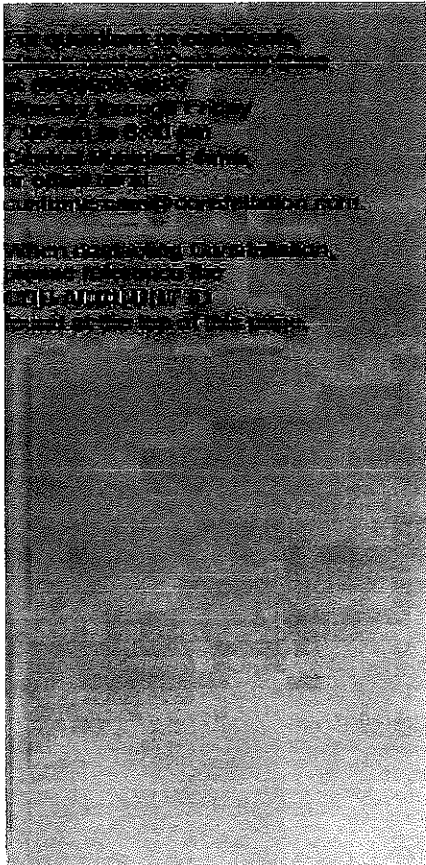
CNE CUSTOMER ID
 ABC_12345
ACCOUNT ID
 1-ABC-1234

STATEMENT NO.
 JERSEYCITYNJ-0001JM
STATEMENT DATE
 12/10/2018

PAGE
 1 of 3
DUE DATE
 12/23/2018

ACCOUNT BALANCE

PREVIOUS STATEMENT DATE	N/A
PREVIOUS BALANCE	\$0.00
PAYMENT/CREDITS SINCE LAST INVOICE	\$0.00
DEBITS/CREDITS SINCE LAST INVOICE	\$0.00
LATE/FINANCE FEE	\$0.00
CURRENT CHARGES	\$522,551.21
TOTAL AMOUNT DUE	\$522,551.21



WIRE TRANSFER INFORMATION:
 CONSTELLATION NEW ENERGY, INC.
 SCHWABE WELLS FARGO ABA
 121000248
 ACCT #4870056445
 PAYMENTS@CONSTELLATION.COM

REMITTANCE ADDRESS:
 Constellation NewEnergy, Inc.
 14217 Collections Center Dr.
 Chicago IL 60693

PLEASE RETURN THIS PORTION WITH PAYMENT AND MAKE ALL CHECKS PAYABLE TO Constellation NewEnergy, Inc.



ENTER AMOUNT ENCLOSED



Write account number on check
 and make payable to
 Constellation NewEnergy, Inc.

December 2018

Sat	Sun	Mon	Tue	Wed	Thu	Fri
24	25	26	27	28	29	30
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

CNE CUSTOMER ID	STATEMENT NO.	DUE DATE
ABC_12345	JERSEYCITYNJ-0001JM	12/23/2018
CNE ACCOUNT ID	STATEMENT DATE	AMOUNT DUE
1-ABC-1234	12/10/2018	\$522,551.21

City of Jersey City NJ
 280 Grove Street
 Attn: John Mercer
 Jersey City, NJ 07302-3610

Additional charges per the terms of your contract will be applied to the Total Amount Due if payment is not received on or before the due date.

ATTACHMENT B

I, John Mercer, Assistant Business Administrator for the City of Jersey City, certify that the bills submitted by Constellation New Energy, Inc. are for services rendered and delivered to the City of Jersey City regarding electric generation services. I further certify that the bills received by the City from Constellation New Energy, Inc. for the provision of the services are fair and reasonable.



John Mercer, Assistant Business Administrator
City of Jersey City

Date: 7/9/19

ATTACHMENT C

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-628

Agenda No. 10.34

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY THE BOARD OF EDUCATION FOR PROVIDING EMERGENCY SECURITY SERVICES FOR THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL FOR THE MAYOR'S OFFICE/OFFICE OF CULTURAL AFFAIRS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City (City), through the Mayor's Office/Office of Cultural Affairs, require the City to provide safety to all citizens attending our events; and

WHEREAS, the Board of Education provided security and safety to all the citizens attending Jersey City Freedom and Fireworks Festival held on July 4, 2019 at Exchange Place; and

WHEREAS, the original plans per the Purchasing Director was to work with Gateway Group One the company we currently have a contract with, who failed to deliver for security coverage on July 4, 2019 with less than a month before the event, leaving us in a difficult position of trying to secure a new vendor for security coverage of this size; and

WHEREAS, we solicited a quote from Concert Service Specialist, Inc. /CSS Security Services, Inc. stating that they were unable to provide security for the screening at the checkpoints throughout the festival.

WHEREAS, Board of Education has requested that the City pay it the sum of \$35,232.86; and

WHEREAS, Christine Goodman, Director of Cultural Affairs has reviewed the Board of Education request for payment and has certified that the Board of Education provided the security services requested by City of Jersey City (City) through the Mayor's Office/Office of Cultural Affairs on July 4, 2019 and has certified that the Board of Education invoice for providing such services is fair and reasonable; and

WHEREAS, the Board of Education has performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of \$10,000.00 is available in Account No. 01-201-30-412-314.

TITLE:

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Purchasing Agent is hereby authorize to pay the Board of Education the sum of \$35,232.86 for providing security services for the Jersey City Freedom and Fireworks Festival held of July 4, 2019 at Exchange Place; and
2. The approval of this payment is subject to the execution of a release by the Board of Education releasing the City from any liability in connection with claims that it may have against the City for providing security services for Jersey City Freedom and Fireworks Festival held of July 4, 2019 at Exchange Place; and
3. The Business of Administration and Purchasing Agent are hereby authorize to take such other actions that are necessary to effectuate the purposes of this Resolution.

I, Elizabeth Castillo, Acting Chief Fiscal Officer, certify that funds are available in Account No.: 01-201-30-412-314 in the amount of **Fifteen thousand (\$15,000.00) dollars.**
PO #134245

 Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: _____ APPROVED AS TO LEGAL FORM _____

 Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY THE BOARD OF EDUCATION FOR PROVIDING EMERGENCY SECURITY SERVICES FOR THE JERSEY CITY FREEDOM AND FIREWORKS FESTIVAL AT EXCHANGE PLACE ON JULY 4, 2019 FOR THE MAYOR'S OFFICE/OFFICE OF CULTURAL AFFAIRS

Initiator

Department/Division	Mayor's Office	Jersey City Office of Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	(201) 549-6921	cgoodman@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the payment of a claim submitted by the Board of Education for providing emergency security services for the Jersey City Freedom and Fireworks Festival at Exchange Place on July 4, 2019 for The Mayor's Office/Office of Cultural Affairs.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/8/19
Date

Req. # 0189210



THE JERSEY CITY PUBLIC SCHOOLS
346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
(201) 915-6342
(201) 915-0802 - Fax



SECURITY DEPARTMENT

EMAIL: ayoumans@jcboe.org

ARTHUR J. YOUMANS
Director of Security

Invoice for services rendered for Security July 4, 2019 for the
50 Star Fireshow at Exchange Place, Jersey City, NJ.

59 Guards	33,174.18
3 Supervisors	<u>2058.68</u>
Total	35,232.86

Arthur J. Youmans

RELEASE AND AFFIDAVIT

This Release, dated _____, 2019, is given by the Releasor, **Constellation New Energy, LLC**, referred to as "I," to the City of Jersey City, and its agents and employees, referred to as "You."

1. **Release**

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2. **Payment**

As consideration for the Release, I will be paid _____ from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. **Who is Bound**

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. **Signatures**

I understand and agree to the terms of this Release.

Name:

Date

Witnesses or Attested By:

Name:

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-629

Agenda No. 10.35

Approved: _____

TITLE:



RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 SUMMERFEST SUNDAYS CONCERT SERIES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City (City), through the Mayor's Office/Office of Cultural Affairs, requires the services of various performers for **CY 2019 SUMMERFEST SUNDAYS CONCERTS SERIES** at Liberty State Park, (North Cove Field) on Sundays 6:00pm – 8:00pm from July 7, 2019 through August 18, 2019 (the "Events"); and

WHEREAS, the City contacted multiple bands and musicians to receive quotes to perform at the Events; and

WHEREAS, the selected vendors each provided price quotations that are below 15% of the bid threshold established by the Local Public Contracts Law; and

WHEREAS, N.J.S.A. 40A:11-6.1(c) states that all contracts that are in the aggregate less than 15 percent of the bid threshold may be awarded by the contracting agent without soliciting competitive quotations if authorized by resolution; and

WHEREAS, the various vendors listed below are qualified and have agreed to perform the services for the fees indicated below; and

PERFORMER	DATE	TIME	AMOUNT	PO#
The Outcrops/Cassidy Rain Dube	July 7, 2019	6:00pm - 8:00pm	\$ 900.00	134199
Kareem Walkes	July 14, 2019	6:00pm - 8:00pm	\$ 1,100.00	134200
HONK NYC	July 21, 2019	6:00pm - 8:00pm	\$ 1,300.00	134201
Michael Feldman/3-D Rhythm of Life	July 28, 2019	6:00pm - 8:00pm	\$ 1,100.00	134202
RiseUp Production/ Spirit of Life Jazz Ensemble	August 4, 2019	6:00pm - 8:00pm	\$ 1,000.00	134203
Mullsoulmusic LLC dba The Demolition Brass Band	August 11, 2019	6:00pm - 8:00pm	\$ 1,000.00	134204
Hiram W. Harper	August 18, 2019	6:00pm - 8:00pm	\$ 1,500.00	134205
		TOTAL	\$ 7,900.00	

City Clerk File No. Res. 19-629

Agenda No. 10.35

TITLE:

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 SUMMERFEST SUNDAYS CONCERT SERIES

WHEREAS, funds in the amount of \$7,900.00 are available in Account No. 01-201-30-412-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that upon certification by an official or employee of the City authorized to administer the contracts, that the services were provided, then payment to the vendors shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1

I, Elizabeth Castillo, Acting Chief Fiscal Officer, certify that funds are available in Account No.: 01-201-30-412-314 in the amount of **Seven thousand, nine hundred (\$7,900.00) dollars.**

Elizabeth Castillo, Acting Chief Financial Officer

*JMcK
7/8/19*

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 SUMMERFEST SUNDAYS CONCERT SERIES

Project Manager

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title	Christine Goodman	Director of Office of Cultural Affairs
Phone/email	201-547-6921	CGoodman@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City requires the services of various musical performances at the Liberty State Park (North Cove Field) 2019 Summerfest Sundays Concert Series. The performances will be on Sundays from 6:00pm until 8:00pm on July 7, 14, 21, 28, August 4, 11, and 18, 2019.

Cost (Identify all sources and amounts)

\$7,900.00

Contract term (include all proposed renewals)

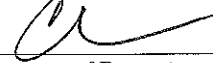
Various Musical Performers in July 2019 and August 2019 at Liberty State Park (North Cove Field)

Type of award Contractual Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/5/19
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-630

Agenda No. 10.36

Approved: _____

TITLE:



RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 BERRY LANE THURSDAYS CONCERT SERIES

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, the City of Jersey City (City), through the Mayor's Office/Office of Cultural Affairs, requires the services of various performers for **CY 2019 BERRY LANE THURSDAYS CONCERT SERIES** at 1000 Garfield Avenue on Thursdays 6:00pm – 8:00pm from July 11, 2019 through August 29, 2019 (the "Events"); and

WHEREAS, the City contacted multiple bands and musicians to receive quotes to perform at the Events; and

WHEREAS, the selected vendors each provided price quotations that are below 15% of the bid threshold established by the Local Public Contracts Law; and

WHEREAS, N.J.S.A. 40A:11-6.1(c) states that all contracts that are in the aggregate less than 15 percent of the bid threshold may be awarded by the contracting agent without soliciting competitive quotations if authorized by resolution; and

WHEREAS, the various vendors listed below are qualified and have agreed to perform the services for the fees indicated below; and

PERFORMER	DATE	TIME	AMOUNT	PO#
Angela Johnson	July 11, 2019	6:00pm - 8:00pm	\$ 900.00	134206
Byron Stingily	July 18, 2019	6:00pm - 8:00pm	\$ 1,100.00	134207
James C. Rouse	July 25, 2019	6:00pm - 8:00pm	\$ 700.00	134208
Carmen Rodgers	August 1, 2019	6:00pm - 8:00pm	\$ 900.00	134209
Paul Beaubrun	August 8, 2019	6:00pm - 8:00pm	\$ 900.00	134210
Coznection, Inc./Jimmy Cozier	August 15, 2019	6:00pm - 8:00pm	\$ 700.00	134211
Big Dru Ent. Andrew Haskell/ J. Chosen	August 22, 2019	6:00pm - 8:00pm	\$ 900.00	134212
Smooth Production, Inc./ Valarie Adams & the Dimensions Band	August 29, 2019	6:00pm - 8:00pm	\$ 1,000.00	134213
		TOTAL	\$ 7,100.00	

City Clerk File No. Res. 19-630

Agenda No. 10.36

TITLE:

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 BERRY LANE THURSDAYS CONCERT SERIES

WHEREAS, funds in the amount of \$7,100.00 are available in Account No. 01-201-30-412-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that upon certification by an official or employee of the City authorized to administer the contracts, that the services were provided, then payment to the vendors shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1

I, Elizabeth Castillo, Acting CFO, certify that funds are available in Account No.: 01-201-30-412-314 in the amount of **Seven thousand, fifty nine (\$7,100.00) dollars.**

Elizabeth Castillo, Acting Chief Financial Officer

JMK
7/8/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 BERRY LANE THURSDAYS CONCERT SERIES

Project Manager

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title	Christine Goodman	Director of Office of Cultural Affairs
Phone/email	201-547-6921	CGoodman@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City requires the services of various musical performances at 1000 Garfield Avenue CY 2019 Berry Lane Park Thursdays Concert Series. To performances will be on Thursdays 6:00pm – 8:00pm from July 11, 18, 25 through August 1, 8, 15, 22, and 29, 2019

Cost (Identify all sources and amounts)

\$7,100.00

Contract term (include all proposed renewals)

Various musical performers in July and August 2019 at 1000 Garfield Avenue

Type of award

Contractual Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/5/19
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-631

Agenda No. 10.37

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO JOHN J. MCNALLY – ARCHITECTURE & ENGINEERING, LLC (JJMAE) IN CONNECTION WITH STRUCTURAL ENGINEERING SERVICES FOR THE ENGINE CO. #22 – FAÇADE RESTORATION, PROJECT NO. 2019-019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a structural consulting engineering firm to provide design and construction documents for Engine Co. #22 – Exterior Stabilization and Façade Restoration; and

WHEREAS, these services are necessary to make necessary repairs to the façade at Engine Co. #22 which is failing; and

WHEREAS, the City's Director of Architecture has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay to Play Law); and

WHEREAS, John J. McNally – Architecture & Engineering, LLC (JJMAE), P.O. Box 1482, Medford, New Jersey 08055 possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated June 7, 2019 to provide services for a sum not to exceed \$28,400.00; and

WHEREAS, JJMAE have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, JJMAE has completed and submitted a Business Entity Disclosure Certification which certified that JJMAE has not made any reportable contributions to the political or candidate committees listed in the Business entity Disclosure Certification in the previous one year and that the contract will prohibit JJMAE from making any reportable contributions during the term of the contract; and

WHEREAS, JJMAE submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, these funds are available for this expenditure from General Building - Capital Account

04-215-55-148-990 P.O. No. 134138 \$28,400.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO JOHN J. McNALLY – ARCHITECTURE & ENGINEERING, LLC (JJMAE) IN CONNECTION WITH STRUCTURAL ENGINEERING SERVICES FOR THE ENGINE CO. #22 – FAÇADE RESTORATION, PROJECT NO. 2019-019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of John J. McNally – Architecture & Engineering, LLC (JJMAE) for a lump sum fee not to exceed TWENTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$28,400.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto shall be placed on file with this resolution;
5. The award of this contract shall be subject to the condition that JJMAE provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.

I, _____ (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-148-990 for payment of the above Resolution.

June 24, 2019
RR/ab

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO JOHN J. McNALLY – ARCHITECTURE & ENGINEERING, LLC (JJMAE) IN CONNECTION WITH STRUCTURAL ENGINEERING SERVICES FOR THE ENGINE CO. #22 – FAÇADE RESTORATION, PROJECT NO. 2019-019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The services of a professional architectural and structural engineering consultant is needed to provide a design and construction documents for the stabilization and restoration of the historic façade at Engine Co. #22 – 468 Ocean Avenue.

Cost (Identify all sources and amounts)

\$28,400.00 (General Buildings)
04-215-55-148-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award

If "Other Exception", enter type

Additional Information

Professional design services to be included in this Contract will encompass the following disciplines:

1. Design (drawings and technical specifications);
2. Meeting with JCHPO regarding restoration;
3. Prepare Construction Cost Estimate;
4. Respond to vendor questions during bidding period; and
5. Preparation of Addenda, if needed.

I certify that all the facts presented herein are accurate.

Brian Weller
Signature of Division Director

0.25.19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : June 24, 2019

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*

SUBJECT : Engine Co. #22 - Facade Restoration (Historic)
Project No. 2019-019
Re: John J. McNally - Architecture & Engineering LLC (JJMAE)

Attached for your consideration is the Resolution authorizing the award of a contract to John J. McNally - Architecture & Engineering LLC. (JJMAE) in connection with the Engine Co. #22 - Facade Restoration, 468 Ocean Avenue, Jersey City, New Jersey 07305. John J. McNally's services include the following:

1. Design (drawings and technical specifications);
2. Meeting with JCHPO regarding restoration;
3. Prepare Construction Cost Estimate;
4. Respond to vendor questions during bidding period; and
5. Preparation of Addenda, if needed.

Please note that Engine Co. #22 is a historic fire house and this project must be completed with the Historic Preservation Office approval. This firm worked as a sub-consultant on the initial structural assessment of this facility. It would be in the City's best interest to complete this project with JJMAE.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A. of full age, hereby certifies as follows:

1. I am the Chief Landscape Architect of the City of Jersey City (City) and have knowledge of the services needed for the Department of Administration, Division of Architecture.
2. The City requires the services of a structural engineering consulting firm to provide design and construction documents for the Engine Co. #22 - Facade Restoration Project (JCA Project # 2019-019).
3. The City informally solicited a quotation for engineering services.
4. John J. McNally LLC (JJMAE) submitted a proposal in response to the City's request indicating that it will provide the necessary services for the sum of \$28,400.00.
5. The Chief Landscape Architect's recommendation is to award the contract to JJMAE., who provided structural engineering services under a previous contract for this building.
6. The term of the contract is for a period of twelve (12) months, commencing with the date of the contract is executed by City officials.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 6.25.19



Brian F. Weller, A.S.L.A, L.L.A., Director

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with professional services for the Engine Co. #22 – Façade Restoration project, in particular Design, Construction Documents and Bidding.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all required professional services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed within a period of **twelve (12) months** after execution of this Agreement, unless additional time is agreed to in writing by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant may require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

4. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE IV

Compensation and Payment

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, i.e., a fixed fee contract in the amount of **TWENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$28,400.00)**. Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance of the Agreement. The Consultant may submit invoices not more frequently than monthly, based on the work performed under this Agreement.
- Time and Material Contracts: Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate to the

time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Payment invoices may be on an hourly basis (time and material), monthly installment basis (fixed fee), or other form acceptable to the City. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to

satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council.

Acceptable Fees/Charges

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

Out-of-pocket costs must be itemized and passed through with no markup

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or disbursements without descriptions.

Prohibited disbursements

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

Copying/scanning

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

Couriers and Overnight Mail

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

Travel Expenses

Travel expenses must be first approved by the City.

Maintenance of Expense Records

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

Vendor discounts must be passed through

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)
- Time entry to the nearest tenth (.10) of an hour (if applicable)
- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

ARTICLE V

Insurance

8. The Contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- a) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- a) Automobile Liability in the amount of \$1,000,000 combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contact work.
- c) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance shall be kept in force until submission of the Contractor's final invoice.

B. Professional Liability Insurance shall be kept in force until at least one (1) year after completion of this Contract / Project.

10. Before commencing the work, the Contractor shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number if applicable.

ARTICLE VI

Personnel of the Consultant

11. Unless Consultant has otherwise received prior written authorization from the City, Consultant shall be responsible for all professionals and experts as may be required for the proper performance of the Agreement. The Consultant shall pay to any professionals and experts employed on the project monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

ARTICLE VII

Progress Report

13. Attached to the monthly invoices, Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount

earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

ARTICLE IX

Arbitration

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture of the City or any claim or dispute covered by this Article.

ARTICLE X
Nondiscrimination

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI
Compliance With Equal Employment Opportunity/Affirmative Action Plan

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

21. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein

expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

28. This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the

provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE XVIII

Proprietary Information

29. Consultant's proposal, this Agreement and all final deliverables may be made available to the public in accordance with law. Consultant may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Consultant has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. In the event of any challenge to the Consultant's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

ARTICLE XIX

Works Made For Hire

30. All designs and design concepts, and all plans, specifications, drawings, and other documents and materials of every kind whatsoever, and in whatever medium expressed, prepared and to be prepared by Consultant in connection with any aspect of this Project, and all rights (including copyright, trademarks, rights of use, and other proprietary rights) therein, shall be deemed "works made for hire" assigned to the City of Jersey City and shall be and remain the sole property of the City of Jersey City, whether or not this Agreement between City of Jersey City and Consultant continues, or is terminated, for any reason or no reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

**JOHN J. McNALLY ARCHITECTURE
& ENGINEERING LLC (JJMAE)**

ATTEST:

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATT HOGAN
Risk Manager



John J. McNally - Architecture & Engineering LLC
P.O. Box 1482, Medford, New Jersey 08055 ■ Tel: 609/760-6409 ■ email: johnjmcnally@jjmae.com ■ website: jjmae.com

2019 A.R.

May 15, 2019 (Revised 6/7/18)

Brian Weller
City of Jersey City
Department of Administration
Division of Architecture
Municipal Services Complex
113-15 Linden Ave. East
Jersey City, NJ 07305

Re: City of Jersey City Engine Co. #22
Façade Restoration
JCA Project No. ~~2015-032~~ 2019-019 A.R.
Professional Services Proposal-Rev1

Dear Mr. Weller:

In accordance with your request we are pleased to provide this proposal for professional design services. John McNally, a registered Architect and Professional Engineer (Structural) in New Jersey will prepare the bid drawings and bid technical specification sections.

The following scope is essentially repeated from the April 16, 2019 site meeting minutes and is incorporated into this proposal:

1. JCA will be administering and overseeing the restoration work.
2. JCHPO will review drawings and specifications for approval, prior to going out for public bid.
3. JJMAE shall provide drawings and specifications necessary to repair, preserve, rehabilitate and restore the firehouse. Scope of work is limited to the exterior facade of the firehouse (all four sides) and includes wall coping and structural elements that directly affect the integrity of the exterior walls.
4. Discussions with JCHPO regarding the South Face (Front of Building) include, but not limited to the following:
 - a. Requires the most attention aesthetically and structurally;
 - b. The brick facade is cracked at several areas and is slowly pulling away from the building;
 - c. The posts supporting the steel beam above the apparatus opening has been hit several times when the trucks leave and enter the firehouse; These posts have movement and will need to be secured and protected;
 - d. The steel beam is resting on brownstone which is deteriorating and separating from the building; The steel beam will need to be reset and secured at the ends of the wall;
 - e. The brick corners will need to be rebuilt and bricked in (toothed) to the side walls;



- f. Brownstone tiles on the front are deteriorated and need to be repaired; The Brownstone tiles above can be used to create a latex mold, so new tiles can be recreated;
 - g. Brownstone bands (ledges) can be built-up with precast concrete; It will be difficult to replace in kind.
5. Discussions with JCHPO regarding West Face (Side adjacent to parking lot) include, but not limited to, the following:
- a. The parking lot belongs to the firehouse;
 - b. Excess mortar shall be removed from the brick facade; removal shall be carefully done so as not to damage the face of the existing brick;
 - c. Areas missing mortar joints and/or requiring repainting shall be done with high-lime mortar (as soft or softer than the original mortar);
 - d. Bricks damaged more than 1/4" above face shall be replaced;
 - e. Match existing, original mortars with as soft or softer mortars that match in appearance and composition;
 - f. Existing louvered openings, not serving a purpose, may remain, be replaced and/or be removed and in-filled; JJMAE to coordinate with JCFD and JCA;
 - g. Architect shall not specify a sealer on the brick facade; the sealer will do more harm than good as trapped water can cause problems.
 - h. Discussions regarding the North (rear) and East Face (side right) were limited, but same comments on West face shall apply.
 - i. JJMAE will review that the specifications that was generated for Engine #10 which contains similar technical specification sections parts of which may be used if appropriate for this project.
6. JJMAE will coordinate the bid drawings with the available existing Engine #10 drawings.

Note that the City has chosen not to test for lead and asbestos (like what was done for Engine #10). It is noted that there will be limited exterior painted items that will be disturbed that will likely contain lead and that limited areas of the interior plaster may be disturbed when the brick corner courses are replaced and that the plaster may contain asbestos. Lead and asbestos are not within the scope of this proposal or within the responsibility of JJMAE.

Neither the City nor JJMAE will generate changes to each other's documents once signed without approval of both parties.



Professional Services Fees:

Design & Bidding Phase - Drawings and Specifications

1. Site Visits and/or meetings with City on as requested by the City (three total)
2. Submit 75% and final drawings and technical specifications for the repairs to JCHPO and JCA.
3. Prepare and update the construction cost estimate.
4. Incorporate JCHPO and JCA drawing and technical specification comments.
5. Prepare bid drawings in AutoCAD format. Four sets of sealed drawing prints are included. JJMAE to transmit to JCA all the Cad files for the drawings in the latest AutoCad dwg format.
6. Prepare specifications in Word and PDF format for bid City prepared front end documents. Specification will be in provided in electronic form only. (City to print all required hard copies of specifications).
7. Review the City's front end for consistency with the technical specs.
8. Respond to bidder's question when directed by the City first.
9. Prepare addendum drawings if required. Four sets of prints are included.
10. Prepare addendum technical specification if required.

Total Design & Bidding Phase Fee **\$ 19,800**

Construction Phase

1. Review and approval of shop drawings and submittals submitted to JJMAE in electronic form when possible.
2. Respond to RFI's if required.
3. Process change orders if required.
4. Prepare any required revised drawings that are not considered out of the original scope of the project.
5. Site Visits and/or meetings with City as requested by the City are not included with this phase and are identified separately to be done on an allowance basis.

Total Construction Phase Fee **\$ 5,900**

Total Professional Services Fee (w/o Construction Phase Site/Meeting Visits) **\$25,700**

Construction Phase Site Visit Allowance

1. Site Visits and/or meetings with City on as requested by the City per Visit/Meeting \$900 – Three Site Visits and/or Meeting

Total Construction Phase Site Visits (three total) Allowance Fee **\$2,700**

Total Professional Services Fee (With Construction Phase Site/Meeting Visits) **\$28,400**



It is noted that this proposal is limited to the exterior façade work and their corresponding architectural/structural repairs and does not include any interior design work or electrical, mechanical or plumbing design work. It is noted that there will be no additional reimbursables that I will bill for work within the scope of this proposal. Additional agreed upon services, if requested by the City, will be billed hourly at \$185 per hour.

Bills will be submitted after deliverables are submitted and will be due within 30 days of receipt.

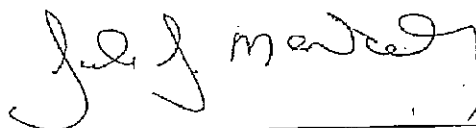
Recommended Schedule

The following is the suggested over schedule from the City's notice to proceed:

<u>Item</u>	<u>Task Time Period</u>
1. Prepare drawings and specifications	5 weeks
2. JCHPO review	1 week
3. JCA review	1 week
4. Incorporate JCHPO and JCA comments	1 week
	8 weeks

In the event you should have any questions regarding this proposal, please do not hesitate to contact me. A sample insurance certificate showing the amount and types of coverage is attached (additional insured will be corrected). Our firm would proceed in general accordance with the AIA B101-2007 "Standard Form of Agreement between Owner and Architect" subject to the scope limitations of this proposal.

Very truly yours,



John J. McNally, AIA, P.E.
President, John J. McNally A&E



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that John J. McNally A&E (name of business entity) has not made any reportable contributions in the ****one-year period preceding** 6/17/19 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract John J. McNally A&E (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: John J. McNally A&E

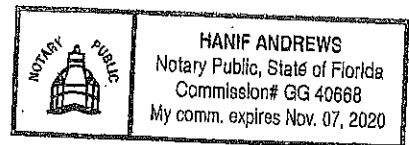
Signed [Signature] Title: President

Print Name John J. McNally Date: 6/17/19

Subscribed and sworn before me this 17 day of June, 2019.

My Commission expires: Nov 7, 2020

[Signature]
(Affiant)
Hanif Andrews
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
John J. McNally	19822 Morden Blush Drive, Lutz FL 33558

Part 3 – Signature and Attestation:

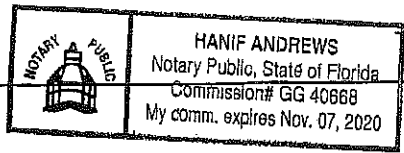
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: John J. McNally A&E
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: John J. McNally Date: 6/17/19

Subscribed and sworn before me this 17 day of June, 2019.

 (Witnessed or attested by)

My Commission expires:
Nov 7, 2020



(Seal)

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

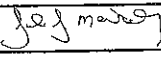
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John J. McNally

Representative's Signature: 

Name of Company: John J. McNally A&E

Tel. No.: 609-760-6409

Date: 6/17/19

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the President of JJMAE, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: John J. McNally
Representative's Signature: *John J. McNally*
Name of Company: John J. McNally A & E (JJMAE)
Tel. No.: 609-760-6409 Date: 6/17/19

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : John J. McNally A&E
Address : 617 Stokes Road Suite 4-307, Medford, NJ
Telephone No. : 609-760-6409
Contact Name : John J. McNally

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: John J. McNally A&E
Address: 617 Stokes Road Suite 4-307, Medford, NJ
Telephone No.: 609-760-6409
Contact Name: John J. McNally

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 1
4. COMPANY NAME John J. McNally Architecture and Engineering		
5. STREET 617 Stokes Road Suite 4-307	CITY Medford	COUNTY Burlington
	STATE NJ	ZIP CODE 08055
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		1
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY Jersey City	COUNTY Hudson
	STATE NJ	ZIP CODE 07305
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

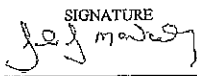
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	1	1	0	0	0	0	0	1	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	1	0	0	0	0	0	0	0	0	0	0	0	0
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input checked="" type="checkbox"/> 3. Other (Specify) I am the only employee	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 01/01/19 To: 06/01/19		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) John J. McNally	SIGNATURE 	TITLE President	DATE MO DAY YEAR 06 18 19
17. ADDRESS NO. & STREET 617 Stokes Road Suite 4-307	CITY Medford	COUNTY Burlington	STATE NJ
	ZIP CODE 08055	PHONE (AREA CODE, NO., EXTENSION) 609 - 760 - 6409	



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

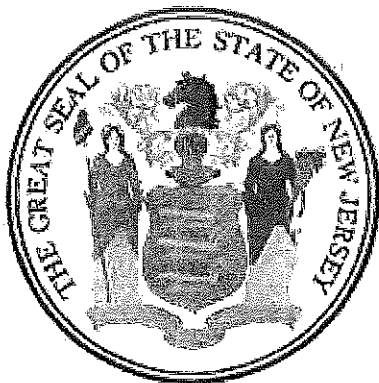
APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The John J. McNally Architecture & Engineering as a Category 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Peter Lowicki
Deputy Director

Issued: 1/1/2016
Certification Number: A0038-29

Expiration: 1/1/2019

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: John J. McNally Architecture & Engineering (JJMAE)

Organization Address: 19 Nelson Drive, Medford, NJ 08055

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
John J. McNally	19822 Morden Blush Dr, Lutz, FL 33558

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
John J. McNally	19822 Morden Blush Dr, Lutz, FL 33558

Part IV CERTIFICATION

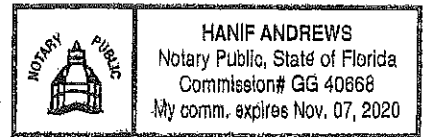
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	John J. McNally	Title:	President
Signature:		Date:	6/17/19

SIGNATURE: 
John J. McNally

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY June 17th OF 2019



(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Florida
MY COMMISSION EXPIRES: 2019 Nov 7th

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: John J. McNally - Architecture & Engineering LLC

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest; under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

X I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certificate below.

OR

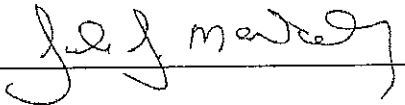
I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.

Name: _____	Relationship to Bidder/Offeror: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John J. McNally Signature: 
Title: President Date: 6/17/19

02/06/13

Taxpayer Identification# 461-938-254/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

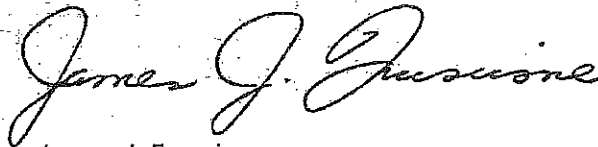
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

JOHN J. MCNALLY ARCHITECTURE/ENGINEERING

TRADE NAME:

ADDRESS:

19 NELSON DRIVE
MEDFORD NJ 08055

SEQUENCE NUMBER:

1771619

EFFECTIVE DATE:

02/06/13

ISSUANCE DATE:

02/06/13



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08) 0205476

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-632

Agenda No. 10.38

Approved: _____

TITLE:



RESOLUTION AWARDING A CONTRACT TO ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. T/A CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City (City); and

WHEREAS, the certified tax maps must be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

WHEREAS, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising for bids if the contract is for the furnishing of tax maps; and

WHEREAS, the City informally solicited quotations and received a quote from Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions on December 7, 2018 in the amount of \$149,900.00; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of the N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Tax Assessor has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions from making any reportable contributions through the term of the contract; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$40,000.00 are available in the 2019 fiscal year temporary budget in Account No. 2019-01-201-20-150-312;

City Clerk File No. Res. 19-632

Agenda No. 10.38

TITLE:

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions for providing maintenance in a digital format of the City's tax maps for a total contract amount not to exceed \$149,900.00.
2. The contract term shall not exceed a twelve (12) month period from the date the City Council awards the contract;
3. This agreement is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1) (d);
4. Pursuant to N.J.A.C. 5:30-5.5(C), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year's budget;
5. The award of this contract shall be subject to the condition that Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution; and
7. Upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq.

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that funds in the amount of \$40,000.00 are available in Account No. 2019-01-201-20-150-312.

P. O. Number: 134251

APPROVED: _____

APPROVED AS TO LEGAL FORM

RR
5-17-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-17-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. T/A CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE

Project Manager

Department/Division	Assessment	Assessment
Name/Title	Ed Toloza	Tax Assessor
Phone/email	X 4707	edward@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Digital maintenance and updates of the City's tax maps

Cost (Identify all sources and amounts)

\$149,900

Contract term (include all proposed renewals)

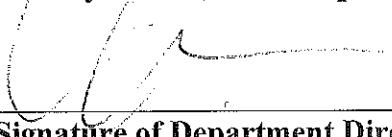
12 months from City's award of contract

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/17/19

Date

AGREEMENT made this _____ day of _____, 2019 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Adams, Rehman, and Heggan Associates, Inc. T/A Civil Solutions, 215 Bellevue Avenue, P. O. Box 579, Hammonton, New Jersey 08037-2019 (hereinafter referred to as "Consultant").

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the City's official tax maps; and

WHEREAS, the certified tax maps must be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

WHEREAS, Consultant submitted a proposal herein attached in the amount of \$149,900.00 to update the City's digital tax maps; and

NOW THEREFORE, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Consultant to update and maintain the City's official tax maps.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated December 7, 2018 which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.

2. Such described services shall be performed during a period of twelve (12) months, commencing on date that the City Council awards the contract.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

AGREEMENT

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices in the industry.

ARTICLE IV

Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed \$149,900.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Tax Assessor. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V

Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Commercial General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than two million dollars (\$2,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage. The City of Jersey City, its agents, servant shall be named as additional insured.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.00.

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI

Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII

Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII

Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX

Counter-parts

This Agreement shall be executed in three counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE X

Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XI

Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII

Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XIII

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Civil Solutions

City of Jersey City

Attn.: _____

Attn.: _____

ARTICLE XIV

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each sub-consultant or supplier used in the fulfillment of the contract, or shall attest that no sub-consultants were used.

For the term of the contract, the contractor and each of its affiliates and a sub-consultant and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

ARTICLE XVI

Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XVII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XVIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist

failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE XIX

Compliance with Affirmative Action Plan

- (a) If the Agreement exceeds \$40,000.00, it shall be also subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- (b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:
 - 1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00) Exhibit A is attached hereto and incorporated herein by reference.
 - 2) An Affirmative Action Employee Information Report (form AA-302 attached) for contracts which exceed \$40,000.00.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN D. PLATT
Business Administrator

ATTEST:

ADAMS, REHMAN, AND HEGGAN
ASSOCIATES, INC. T/A CIVIL
SOLUTIONS



Civil Solutions
a division of *arh*

December 7, 2018

Mr. Eduardo Toloza
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: City of Jersey City
2019 Tax Map Maintenance Proposal
ARH #2018.0938

Eduardo:

Thank you for the opportunity to submit this price quotation for your review. We developed the scope, schedule and pricing from our previous maintenance work with your Tax Map, our discussions with the City, and our experience with other similar municipalities.

Maintaining a municipal Tax Map falls under the statutory requirements of N.J.A.C. 18:23A-1.1(a)10. The State requires the seal, signature, and license number of the New Jersey Licensed Land Surveyor revising the tax map to be affixed under the following certification:

"I hereby certify that this map has been revised under my immediate supervision, and complies with the laws of the State of New Jersey"

Civil Solutions currently has on staff eight (8) licensed Land Surveyors, three of whom are among the owners of the firm. In this respect we are eminently prepared and qualified to perform the tasks required. We will designate a Surveyor of Record for the City's Tax Map to comply with the State's regulations.

After a diligent and thorough evaluation of this project and its intended objectives, and after giving careful consideration to the potential obstacles and challenges that lie before us, we believe the proposal that we are submitting is both practical and cost effective. I hope you agree.

Sincerely,

Donald A Smith III
Production Manager

**Simplifying GIS
through Innovation**

Geospatial System Design
Systems Integration
Application Development
Digital Mapping
Database Administration
.NET & Java Coding
ArcGIS Server Support
Software & Training
Technical Support

215 Bellevue Avenue
P.O. Box 579
Hammonton, NJ
08037-2019
Tel (800) 924-0482
Fax (609) 567-8909

www.civilsolutions.biz

Serving New Jersey's
GIS Community from:

Hammonton, NJ
Bloomfield, NJ

Enclosures

cc: Richard Rehmann, President
Ed Clay, PLS

DAS/ds
w:\proposals\arh\2018\0938\p_2019 tax map & gis maintenance ver1.docx



Proposal for Tax Map Maintenance City of Jersey City

#2018.0938

Background

Civil Solutions, a division of ARH, provided consulting and quality control services during the development of a State certified Tax Map for the City of Jersey City. That map was certified by the State in 2009 and showed conditions as of October 2006. The project included changes to the block and lot numbering and the establishment of cadastral, planimetric and topographic GIS layers. Since the Tax Map's date of last revision, there have been numerous updates to the tax assessment records that have not yet been incorporated in the approved Tax Map. This proposal presents our strategy to bring the Tax Map current with the City's tax assessment data (MOD IV), remedy latent issues now discovered with the map, and restart the City's Enterprise GIS. There are a number of issues involved with that process, and we will diligently execute our plan, adjusting where needed to account for new issues, concerns and revelations.

The work proposed is a professional service governed by N.J.A.C. 18:23A-1.1(a)10. We will comply with these regulations and meet the standards of practice for Tax Mapping. *All work will be supervised by a NJ Professional Land Surveyor.*

The City's GIS parcels are a digital representation of the City's Tax Map. Thus, the changes to the GIS are directly reliant on the Tax Map. It is essential that changes to the Tax Map are documented and passed through to the GIS on a regular and reliable basis. The users of the GIS, both internal and external to the City, consume the data with the expectation that it is correct, current, and complete. Civil Solutions will ensure that this process occurs.

Technical Scope

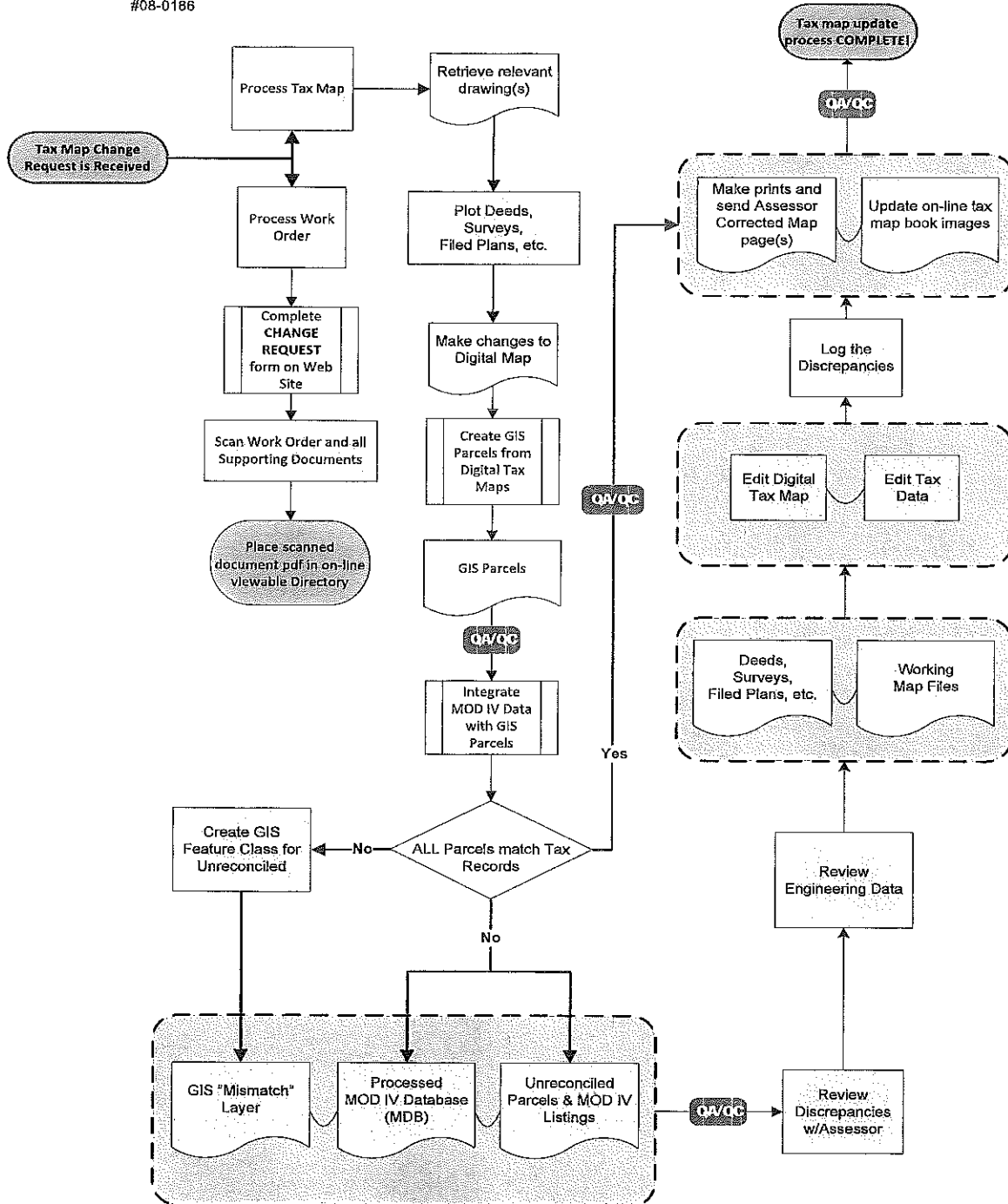
The City's Tax Map is managed by the Tax Assessor with the assistance of the City Engineer. Relevant records are held by each, and we recognize that there is a level of coordination required for the successful implementation of our proposed project.

Our immediate goal is to get the digital tax map synchronized with the tax assessment data. We need to establish a baseline from which changes can be evaluated and made. I want to stress that we are not discounting the information managed by Engineering or provided by the tax map development firm. In past projects, we have gained significant clarity by establishing the tax assessment baseline first.

The next page illustrates a flow chart process for our work which is described in more detail in the following pages.



City of Jersey City
Tax Map Maintenance Process
#08-0186





The flow chart illustrates the methodology Civil Solutions has developed, refined, adopted, and applies to all of our tax map maintenance projects (currently 39). Our systematic process has an explicit start point and proceeds step by step to the finished task. Here is a brief explanation of the steps we perform.

1) Establish a Firm Starting Point

- a) Create GIS parcels from the digital tax maps
- b) Integrate the current tax data with the GIS parcels

2) Tax Data Reconciliation

- a) Produce a tax map to tax data unreconciled listing
 - i) Review listing with the Tax Assessor
- b) Make changes as necessary to the digital tax map
- c) Make changes as necessary to the tax assessment data (*requires Tax Assessor effort to complete*)
- d) Document changes

3) Review Engineering Data

- a) Document and gather relevant source information from Engineering
- b) Document Changes Based on Engineering data

4) Establish a Tax Map Maintenance Protocol

- a) Based on current processes, augmented for digital mapping and GIS
- b) Implement Tax Map Change Request Form
- c) Utilize work order-type system for documentation
- d) Cyclic Verification
 - i) Create GIS parcels from the revised digital tax maps
 - ii) Integrate the new, current tax data with the GIS parcels
 - iii) Verify matching is maintained

The outline above is general, covering the critical path items. The following bullets provide additional explanation for our production method

- **Source Documents.** Civil Solutions recommends a controlled and written procedure for source document collection related to any data maintenance effort. The sources may include deeds, filed plans, surveys, tax map mark-ups, MOD IV records, and general notes. Each source will be associated with a particular action.



- **Map Modifications.** Each map modification requested by the City and documented with the appropriate supporting materials will be made through our internal production work order system. Each action will be tracked in a digital form and thus can be searched and viewed if needed. With the volume of mapping that we perform, our work order system certainly helps maintain order, schedules, and quality.

Our digital, web-based work order management system facilitates the entire tax map change process. Establishing each work order starts the tracking process. The documentation of each change, as well as the corresponding sources, ensures a complete set of resources for each modification. The work order listing gives everyone a complete view of the change status and history in real time. Finally, the correlation of each change request to the sources and final map products documents each action and is searchable for future investigations. Civil Solutions offers to make our work order management system available to the City to enhance the communication and management of the entire process.

We have developed a "Tax Map Change Request Form" which has proven to be effective both to document the actions to be performed and explain why an action was performed. A sample of our *Internet accessible* "Change Request" is shown below.

JERSEY CITY COLLABORATION CENTER

Welcome | Maps & Data | **Change Request** | Zoning Summary | Reports | Map Viewer | IDV | Tax Records | Utility | Other Resources | Contact Us

Tax Map Change Request Form

Municipality: Fields with an (*) are required to submit form.

Year: Development

Workorder #: Owner

Date: File Map Number

Old Map Page: File Map Date

New Map Page: County Planning Board File Number

Old Block: Dead Book

Old Lot: Deed Page

New Block: Review

New Lot: Review
 Rejected
 Revised
 Accepted

Detailed Request:

Requested By:

Upload scan of deed and/or plat map: Browse... Verification Code

Type of Change: Major Subdivision
 Minor Subdivision
 Lot Line Adjustment
 Street Vacation
 Zoning Adjustment
 Riparian Line
 Easement
 Consolidation
 House Number Change
 Other
 Other



Once the form is filled out and sent to us with supporting documentation we begin our process. The form can be delivered either digitally over the Internet, or it can be sent hardcopy via fax, mail, or Civil Solutions courier. It is not always possible to provide source documentation such as subdivision maps electronically or by fax in which case physical means must be employed.

We anticipate receiving the initial backlog of source documents from the City's Tax Assessor in bulk format. We will enter each "Work Order" into the system as we process the work, saving the City time and getting our production crew working as quickly as possible. We will provide a transfer mechanism (most likely courier) for these initial documents at a frequency acceptable to the City. We assume that all source documents are available to us at no cost.


Subsequent individual requests for map changes would be received as they are issued using our standard form. It is our understanding that only map change transactions will be supplied to Civil Solutions.

Map modifications made through our standard methodology will be processed to directly update the City's GIS parcel layer and other related cadastral data. The new data will then be correlated with the City's current MOD IV tax assessment data, producing a reconciliation listing for subsequent QC review.

- **Quality Control.** Quality Control (QC) is carried out through both peer and manager level reviews forming a redundant cycle to ensure the highest level of quality. Additional QC will be performed during the GIS parcel updates and subsequent tax data integration steps. We envision a significant level of interaction with the City personnel throughout the project which will enhance the overall project QC.
- **Map & Data Transfer.** Each map will be stored in digital format and made available to the City through our FTP server, as well as supplied on CD-ROM at the end of the project. Each map will be stored in both PDF image and AutoCAD DWG format. Civil Solutions will make the files available to the City at their request. In addition, we will allow the City direct and real time access to the PDF files of each tax map through our Internet-based work order management system.

Once a tax map maintenance agreement is reached, Civil Solutions will establish a Tax Map Maintenance access page for the City. The page will be accessible to any authorized Jersey City employee on a 24 hour a day, seven day a week basis, with the exception of normal maintenance. The entry portal page for the site will look similar to the one shown on the following page.



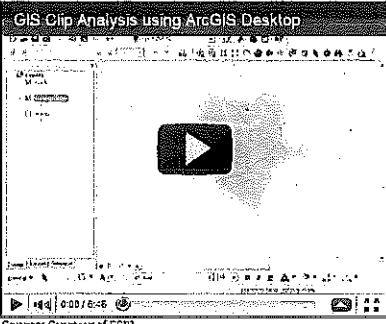
JERSEY CITY COLLABORATION CENTER  **Civil Solutions**
a division of **arh**
RESOURCES

Welcome | [Maps & Data](#) | [Change Request](#) | [Billing Summary](#) | [Reports](#) | [Map Viewer](#) | [IDV](#) | [Tax Records](#) | [e2M4](#) | [Other Resources](#) | [Contact Us](#)

BULLETIN
Tuesday, April 05, 2011

- [Digital Tax Maps](#): New sheets have been added for review.
- [e2M4](#): Check out the new tab e2M4 to review the weekly match report!
- [Other Resources](#): A link to download the IDV help document added.

Tip of the Day:



Source: Courtesy of ESRI

Some of the major features are listed in the center of the page as shown above. Each underscored item on the entry page is hyperlinked to take one to a specific application page.

Clicking on the [Change Request](#) hyperlink will bring up the change request form shown on page 5.

Clicking on the [Billing Summary](#) hyperlink will bring up a page showing a historical listing of individual Work Order requests. Each work order line in the listing is hyperlinked to an image of the specific work order, as well as to an image of the Tax Map that it references.



Clicking on the [Maps & Data](#) hyperlink will bring up a page showing a selection of maps and forms that can also be accessed by selecting the indicated hyperlink.

JERSEY CITY COLLABORATION CENTER

Civil Solutions

Welcome | **Maps & Data** | Change Request | Billing Summary | Reports | Map Viewer | LDV | Tax Records | eMAs | Other Resources | Contact Us

Maps and Data Depot View

Search: [input] 100 pages

Maps	Description	Preview	Last Modified Time
View: 2019 Tax Maps	Current set of tax maps approved by the State		09-Dec-2009 16:14:56
View: 2018 Tax Maps	2018 Set of Tax Maps		09-Dec-2009 16:15:17

* All Times are in EDT

Additional hyperlinks shown perform similar actions with some of them actually linking to remote web pages. The page for Jersey City can be customized to perform many of the routing internet queries done on a day to day basis.

Project Schedule

Civil Solutions has extended a large effort into the strategy and scheduling of the proposed project. We have developed a scope that meets the immediate goals of the City while addressing longer-term GIS issues – *leading to very practical and cost effective approach*. Based on our intimate knowledge of Tax Mapping projects, GIS projects, and projects that combine *both* tax mapping and GIS production, we have anticipated the levels of effort required for the proposed project, assigned the proper personnel, and provided relevant costing.

Civil Solutions will dedicate the resources required to perform the City's Tax Map maintenance through the **end of December 2019 (FY2019)**. We will complete the edits on a monthly cycle, providing immediate access to the modified digital files through our FTP site.



Cost Estimate

Civil Solutions continually invests in its human resources and technological capabilities to develop production protocols that improve efficiencies, reduce overall project schedules, maintain product quality, and minimize project costs. We strive to provide a solid foundation for our clients' tax mapping and GIS implementations. As our clients build their cadastral framework, we hope to develop our relationships with them as a consultant and resource, not simply a data provider.

The City's project involves a total of five hundred seventy eight (578) tax map sheets with two hundred sixty three (263) condo detail sheets and six (6) key maps. The current digital tax map reflects conditions as of December 2018. We assume that the number of annual changes for 2019 will not exceed sixty (60) per month.

Civil Solutions developed its pricing on a task-by-task basis, referencing these parameters and our experience with similar projects. The following table provides the project costing breakdown:

Item	\$110 PLS	\$65 SR TECH	Subtotal
Tax Map Reconciliation			
Tax Map & MOD IV reconciliation	14	208	\$15,060.00
Complete Tax Map Edits (Coordination with City)	68	1,038	\$74,950.00
GIS Production Tasks			
Update Existing Cadastral Layers	30	325	\$24,425.00
ModIV & CAMA Review Support			
Transition issues between applications	26	365	\$26,585.00
Revaluation Support			
Meetings, Mapping, Map Copies	24	96	\$8,880.00
Project Totals:	162	2,032	\$ 149,900

Civil Solutions will perform the work as described on an hourly basis not to exceed **\$149,900.00**. We will invoice the City on a monthly basis for the work completed over the work period. Our pricing was developed assuming payment of our monthly invoices within 30 days of submittal and City approval.

Additionally we understand the amount of change that is ongoing in the City. In the event that we need to exceed the contract limit, we are including a monthly overage cost reflecting 60 work order changes per month. This cost would be **\$9,180.00**.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard S. Rehmann, President

Representative's Signature: 

Name of Company: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc (ARH)

Tel. No.: 609-561-0482

Date: 1/2/19

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Richard S. Rehmann, President
Representative's Signature: [Signature]
Name of Company: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc (ARH)
Tel. No.: 609-561-0482 Date: 1/2/19

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Civil Solutions, a division of Adams, Rehmann & Heggan Associates, Inc. (ARH)
Address : 215 Bellevue Avenue PO Box 579, Hammonton, NJ 08037
Telephone No. : 609-561-0482
Contact Name : Richard Rehmann, President

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC. CIVIL SOLUTIONS

ADDRESS:

215 BELLEVUE AVE. PBX 579
HAMMONTON NJ 08037-2018

EFFECTIVE DATE:

07/09/74

TRADE NAME:

SEQUENCE NUMBER:

0066374

ISSUANCE DATE:

10/06/16

James J. G...
Director
New Jersey Division of Revenue

This certificate is not assignable or transferable and must be continuously displayed in the business premises.

Certificate of Authorization

State of New Jersey
Division of Consumer Affairs
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

ADAMS, REHMANN & HEGGAN ASSOC. INC.

215 Bellevue Ave

PRX 579

Hammonton NJ 08037

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Engineering & Land Surveying

CHRIS R. REHMANN

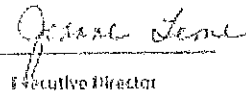
Person in Responsible Charge

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/prac/certint.pdf>

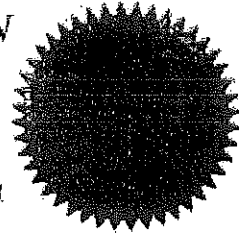
Date: September 7, 2016

Certificate No 246A27973200

Expiration Date: 08/31/2018



Executive Director



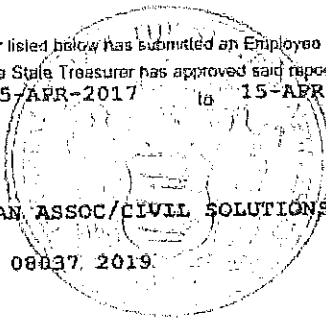
Certificate of Employee Information Report

Certification 4250

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2017 to 15-APR-2020

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
215 BELLEVUE AVE.
HAMMONTON NJ 08037, 2019



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

Certificate of Good Standing

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING**

ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.

1098217500

With the Previous or Alternate Name

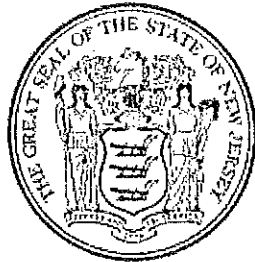
CIVIL SOLUTIONS (Alternate Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on July 9, 1974.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Chris R Rehmann
850 South White Horse Pike
Hammonton, NJ 08037 0000*



Certification# 118471150

*IN TESTIMONY WHEREOF, I have
hereto set my hand and affixed my
Official Seal at Trenton, this
15th day of October, 2010.*

A handwritten signature in black ink, appearing to read "Andrew P. Robinson-Erdoff".

*Andrew P. Robinson-Erdoff
State Treasurer*

Verify this certificate at
http://www.treasury.nj.gov/EYIR/StandingCert/ISD/Verify_Cert.jsp

Small Business Entity (SBE) Certificate



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 025

KIM GUADAGNO
Lt. Governor

TRENTON, NJ 08625-0025
PHONE: 609-292-2116 FAX: 609-981-6679

ROBERT A. ROMANO
Acting State Treasurer

APPROVED

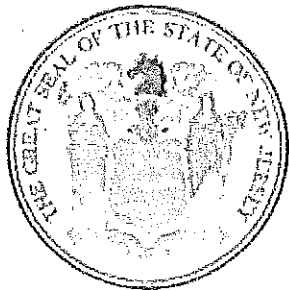
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The ADAMS, REHMANI & HEGGAN ASSOC., INC. as a Category G approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Peter Lawicki

Peter Lawicki
Deputy Director

Issued: 05/2015
Certification Number: A0032-31

Expiration: 8/5/2018

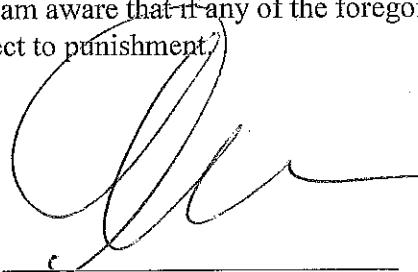
DETERMINATION OF VALUE CERTIFICATION

Eduardo Toloza, of full age, hereby certifies as follows:

1. I am the Tax Assessor of the City of Jersey City (City) and have knowledge of the goods and services that the City needs.
2. The City requires the services of Adams, Rehmann & Heggan Associates, Inc. T/A Civil Solutions to perform digital tax map maintenance services.
3. Civil Solutions is qualified to perform these services and submitted a proposal dated November 6, 2017 indicating that it will perform these services for a sum not to exceed \$149,900.00.
4. The contract term shall be twelve (12) months, effective upon the City Council awards the contract.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.4 et seq..
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

6/5/19



Eduardo Toloza, Tax Assessor

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

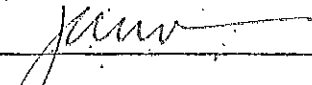
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Adams, Rehmann & Heggan Associates, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Adams, Rehmann & Heggan Associates, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

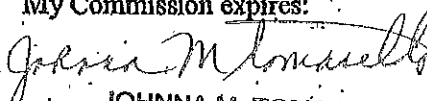
Name of Business Entity: Adams, Rehmann & Heggan Associates, Inc.

Signed  Title: President

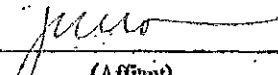
Print Name Richard Rehmann Date: 1/10/19

Subscribed and sworn before me
this 10th day of January, 2019.

My Commission expires:



**JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023**


(Affiant)
Richard Rehmann, President
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Please see attached Ownership Disclosure Sheet.	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Adams, Rehmann & Heggan Associates, Inc.

Signed: [Signature] Title: President

Print Name: Richard Rehmann Date: 1/10/19

Subscribed and sworn before me this 10th day of January, 2019 <u>[Signature]</u> My Commission expires: JOHNNA M. TOMASELLO NOTARY-PUBLIC OF NEW JERSEY My Commission Expires 10/31/2023	<u>[Signature]</u> (Affiant) Richard Rehmann, President (Print name & title of affiant) (Corporate Seal)
---	---



Principals
Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

OWNERSHIP DISCLOSURE

Adams, Rehmann & Heggan Associates, Inc.
Federal ID #22-2049623

<u>Name</u>	<u>Home Address</u>	<u>Office</u>	<u>% Ownership</u>	<u>Date of Birth</u>
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%	12/31/1969
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%	06/22/1940
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%	09/06/1946
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%	05/02/1941

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

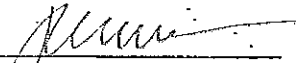
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Adams, Rehmann & Heggan Associates, Inc.		
Address:	215 Bellevue Avenue, PO Box 579		
City:	Hammonton	State:	NJ
		Zip:	08037

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature _____ Richard Rehmann _____ President _____
Printed Name _____ Title _____

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Please see attached Political Contributions.			\$

Check here if the information is continued on subsequent page(s)



Principals

Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

Jersey City Pay-to-Play City Ordinance 08-096
Political Contributions Disclosure

Date	Account Name	Amount
4/26/18	Maria's Women United	\$1,000
6/27/18	Brick Progress	\$2,000
9/12/18	Burlington County Leadership League	\$1,100
10/4/18	Burlington County Leadership League	\$3,000
10/22/18	Brick Progress	\$300
11/29/18	Brick Progress	\$500

All of these contributions were made by:
Adams, Rehmann & Heggan Associates, Inc.
215 Bellevue Avenue
Hammonton, NJ 08037

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876
www.arh-us.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : New Hampshire Ins Co	NAIC # 23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 ADP TotalSource DE IV, Inc.
 10200 Sunset Drive
 Miami, FL 33173
 LIC/F
 Adams Rehmann & Heggan Assoc Inc. DBA Civil Solutions
 215 Bellevue Avenue
 Hammonon, NJ 08037

COVERAGES **CERTIFICATE NUMBER:** 2224156 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 047023740 NJ	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for ADAMS REHMANN & HEGGAN ASSOC INC. DBA CIVIL SOLUTIONS, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum

CERTIFICATE HOLDER	CANCELLATION
City of Jersey City 280 Grove St. Room 116 Jersey City, NJ 07302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>



ADAMREH-01

KVELEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hardenbergh Insurance Group PO Box 8000 Marlton, NJ 08053	CONTACT NAME: Kelly A Velez PHONE (A/C, No, Ext): (856) 890-7129 FAX (A/C, No): (856) 673-2668 E-MAIL ADDRESS: kvelez@hig.net												
INSURER(S) AFFORDING COVERAGE													
INSURED Civil Solutions a division of Adams, Rehmann & Heggan Associates, Inc. PO Box 579 Hammonton, NJ 08037-0579	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: The Continental Insurance Comp</td> <td style="width: 20%; text-align: right;">35289</td> </tr> <tr> <td>INSURER B: National Fire Insurance Co.</td> <td style="text-align: right;">20478</td> </tr> <tr> <td>INSURER C: Beazley Insurance Company, Inc</td> <td style="text-align: right;">37540</td> </tr> <tr> <td>INSURER D: Continental Insurance Co of NJ</td> <td style="text-align: right;">42625</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: The Continental Insurance Comp	35289	INSURER B: National Fire Insurance Co.	20478	INSURER C: Beazley Insurance Company, Inc	37540	INSURER D: Continental Insurance Co of NJ	42625	INSURER E:		INSURER F:	
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INSURER B: National Fire Insurance Co.	20478												
INSURER C: Beazley Insurance Company, Inc	37540												
INSURER D: Continental Insurance Co of NJ	42625												
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBRINDED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6071971100	8/14/2018	8/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6072017901	8/14/2018	8/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		6072017347	8/14/2018	8/14/2019	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Technology E&O			V1488B180601	12/6/2018	12/6/2019	Each Claim \$ 1,000,000
D	Professional Liab.			AEH591868036	12/6/2018	12/6/2019	Each Claim \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Jersey City, its agents, servants are included as Additional Insured with respect to General Liability if there is a written contract that requires additional insured coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Jersey City 280 Grove Street Jersey City, NJ 07302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-633

Agenda No. 10.39

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A THIRD EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE JULY 1, 2019 FOR THE DEPT. OF HUMAN RESOURCES

COUNCIL OFFERED AND
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, RESOLUTION 18-048, approved on January 10, 2018, authorized a professional services agreement with Carepoint Health Medical Group (Carepoint) from January 1, 2018 to December 31, 2018 in the amount of Two Hundred and Eight Thousand Nine Hundred Dollars (\$208,900); and

WHEREAS, RESOLUTION 18-1126, approved on December 19, 2018, authorized the extension of a contract with Carepoint from January 1, 2019 to March 31, 2019 and authorized a contract increase in the amount of Sixty Thousand Dollars (\$60,000); and

WHEREAS, RESOLUTION 19-387, approved on April 24, 2019 authorized the extension of a contract with Carepoint from April 1, 2019 to June 30, 2019; and

WHEREAS, it is necessary to extend the contract with Carepoint on a month-to-month basis, not to exceed three (3) months effective July 1, 2019 while the RFP is finalized; and

WHEREAS, Carepoint has agreed to continue to provide the professional services of physicians to conduct medical examinations for the City of Jersey City (City) for up to three (3) months at the current rates; and

WHEREAS, if the City completes the bidding and awards a new contract prior to the expiration of the three (3) month extension, the City has the right to terminate the extended contract; and

WHEREAS, the total costs of the three (3) month extension shall not exceed the sum of Sixty Thousand Dollars (\$60,000); and

WHEREAS, funds in the amount of \$5,000 are available in account No. 2019-01-201-20-116-312; and

TITLE:

RESOLUTION AUTHORIZING A SECOND EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE JULY 1, 2019 FOR THE DEPT. OF HUMAN RESOURCES

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The contract with Carepoint Health Medical Group is extended effective as of July 1, 2019 on a month-to-month basis not to exceed three months and total cost of the extension shall not exceed the sum of \$60,000; and:
2. If the City completes the bidding and awards a new contract prior to the expiration of the three (3) month extension, the City has the right to terminate the extended contract; and
3. The total costs of the three (3) month extension shall not exceed the sum of Sixty Thousand Dollars (\$60,000).
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, _____ (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. #01-201-20-116-312 for payment of the above resolution. Purchase Order #132660.

/cs
6/04/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.B.
6-17-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7:17:19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



June 4, 2019

To: Mark Bunbury, Jr.
Director of Human Resources
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: Professional Services Contract for Medical Services

As per your request, Carepoint Health Medical Group will continue to perform medical services for the current contract for the City of Jersey City for up to three (3) months starting July 1, 2019. The current rates will be extended throughout this term.

We appreciate the opportunity to be of continued service to the City of Jersey City. Please feel free to contact this office with any additional questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Boylan M.D.', is written over a faint, circular stamp or watermark.

Edward F. Boylan, M.D.
Medical Director
Carepoint Health Medical Group

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A THIRD EXTENSION OF A CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP FOR THE PROFESSIONAL SERVICES OF PHYSICIANS TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIANS AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT, ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE JULY 1, 2019 FOR DEPT. OF HUMAN RESOURCES

Project Manager

Department/Division	Select Department	Human Resources/Workforce Management
Name/Title	Mark A. Bunbury, Jr. Esq.	Director of HR.
Phone/email	201-687-5879, 201-547-5732	mbunbury@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To authorize a third extension of a contract with Carepoint Health Medical Group for Professional Services of physicians to conduct medical examinations of civilians and uniformed employees and of applicants for employment on a month-to-month basis, not to exceed three (3) months effective July 1, 2019.

Cost (Identify all sources and amounts)

2019-01-201-20-116-312
\$5,000

Contract term (include all proposed renewals)

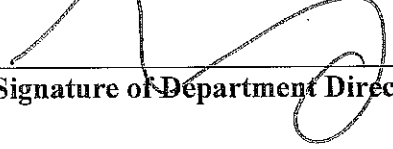
Month-to-month basis effective July 1, 2019

Type of award Professional Svcs - Fair and Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/14/19
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-634

Agenda No. 10.40

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW PATHWAY COUNSELING SERVICES FOR A PERIOD OF TWO MONTHS FROM JULY 1, 2019 THRU AUGUST 31, 2019

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City (City) requires the services of professional psychologists and counselors in connection with the operation of the Employee Assistance Program which provides counseling services to City employees; and

WHEREAS, the City's current contract for the provision of psychological services expires on June 30, 2019; and

WHEREAS, the City prepared a Request for Proposals (RFP) to award a new contract for these services and posted notice of the availability of the RFP on the City's website; and

WHEREAS, the City will prepare a new RFP and solicit for proposals no later than mid-July of this year because the first RFP only resulted in one proposal being received; and

WHEREAS, the City desires to extend the present contract for an additional two (2) months, effective July 1, 2019 and ending August 31, 2019; and

WHEREAS, the total cost of the contract extension is Eight Thousand Dollars (\$8,000.00); and

WHEREAS, these funds are available in Account No. 01-201-23-220-312.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The two (2) month extension of the contract with New Pathway Counseling Service to provide and employee assistance program is approved.

City Clerk File No. Res. 19-634

Agenda No. 10.40

TITLE:

- 2. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

I, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that funds are available for this expenditure in Account 01-201-23-220-312.

Elizabeth Castillo
Acting Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
6-20-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7-17-19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW PATHWAY COUNSELING SERVICES FOR A PERIOD OF TWO (2) MONTHS FROM JULY 1, 2019 THRU AUGUST 31, 2019

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Extension of present contract to prepare new RFP to solicit bids.

Cost (Identify all sources and amounts)

\$8,000.00

Contract term (include all proposed renewals)

July 1, 2019 – August 31, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

6/20/19

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #

0189016

Assigned PO #

Vendor
NEW PATHWAY COUNSELING
995 BROADWAY
BAYONNE NJ 07002

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

NE339115

Contact Info
Michaline Yurcik
0000000547

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	EMP ASSIST PROGRAM	01-201-23-220-312	8,000.00	8,000.00
		EXTENSION OF PRESENT CONTRACT FOR TWO MONTHS: JULY 1, 2019 THRU AUGUST 31, 2019			

TOTAL CONTRACT AMOUNT: \$8,000.00
AMOUNT TO BE ENCUMBERED: \$8,000.00

384

Requisition Total 8,000.00

Req. Date: 06/18/2019

Requested By: MICHALNE

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-635

Agenda No. 10.41

Approved: _____

TITLE:



RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ONE JOURNAL SQUARE PARTNERS URBAN RENEWAL COMPANY LLC, ET AL. V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution no. 18-763 on August 15, 2018, ratifying and authorizing a professional services agreement effective July 24, 2018 with Lite DePalma Greenberg, LLC for a total contract amount not to exceed \$75,000.00 to represent the City of Jersey City ("City"), who was named in a complaint filed by One Journal Square Partners Renewal Company, LLC, et al. in U.S. District Court of New Jersey on June 27, 2018 under Docket No. 2:18-cv-11148-JMV-JBC alleging that the City denied a developer's agreement because of political associations; and

WHEREAS, the City awarded the contract to Lite DePalma Greenberg, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Lite DePalma Greenberg, LLC for an additional twelve month period effective **July 24, 2019**; and

WHEREAS, because all the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional **\$75,000.00** at the same rate of **\$150.00** per hour including expenses; and

WHEREAS, funds in the amount of **\$10,000.00** are available in **Account No. 19-01-201-23-210-312**.

WHEREAS, Lite DePalma Greenberg, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract with the law firm of Lite DePalma Greenberg, LLC to represent the City in the One Journal Square Partners Urban Renewal Company LLC, et al. litigation is hereby renewed for one year effective **July 24, 2019** for **\$75,000.00** for a total contract amount of **\$150,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that Lite DePalma Greenberg, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

TITLE:

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ONE JOURNAL SQUARE PARTNERS URBAN RENEWAL COMPANY LLC, ET AL. V. CITY OF JERSEY CITY, ET AL.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. No. 134231

 Elizabeth Castillo, Acting Chief Financial Officer

XR
 07/01/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

B.R.
 7-2-19

APPROVED: _____

Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

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Full Title of Ordinance/Resolution

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF ONE JOURNAL SQUARE PARTNERS URBAN RENEWAL COMPANY LLC, ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Matter is still ongoing and it is necessary renew contract with outside counsel for an additional twelve (12) months to represent the City of Jersey City who were named in a complaint filed in the US District Court by One Journal Square Partners Urban Renewal, alleging City of Jersey City denied Plaintiff a developers agreement because of political associations.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$75,000
Insurance Fund Commission.
19-01-201-23-210-312

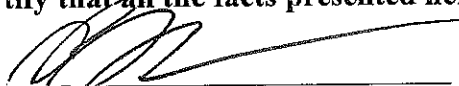
One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/8/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Lite DePalma Greenberg, LLC, 570 Broad St #1201, Newark, NJ 07102 ("Outside Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with One Journal Square Partners Urban Renewal LLC, et al. v. City of Jersey City, et al.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies

- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance

- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making

reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying

activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: Lite DePalma Greenberg, LLC

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@cnj.org**

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Victor A. Afanador, Member of the Firm

Representative's Signature: 

Name of Company: Lite DePalma Greenberg, LLC

Tel. No.: 973-623-3000

Date: 06.18.2019

Certification 40135

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2014** to **15-JUN-2021**

LITE DEPALMA GREENBERG, LLC
570 BROAD STREET
NEWARK

NJ 07102



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
Acting State Treasurer

James J. Fruscone

James J Fruscone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:

670 BROAD ST STE 1201
NEWARK NJ 07102

SEQUENCE NUMBER:

0067861

EFFECTIVE DATE:

02/05/90

ISSUANCE DATE:

12/17/15

James J. Fruscone
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT valid if it is not filed with the Department of Treasury, Division of Revenue, and it must be considered void unless it is filed with the Department of Treasury, Division of Revenue.


APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Victor A. Afanador, Member of the Firm
Representative's Signature: 
Name of Company: Lite Del Palma Greenberg, LLC
Tel. No.: 973-623-3000 Date: 06.18.2019

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Lite DePalma Greenberg, LLC
Address : 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No. : 973-623-3000 ext. 3816
Contact Name : Victor A. Afanador

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lite DePalma Greenberg, LLC
Address: 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No.: 973-623-3000 ext. 3816
Contact Name: Victor A. Afanador

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lite DePalma Greenberg, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lite DePalma Greenberg, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lite DePalma Greenberg, LLC

Signed: [Signature] Title: Member of the Firm

Print Name: Victor A. Afanador Date: 06.18.2019

Subscribed and sworn before me
this 18 day of June, 2019.

My Commission expires:

[Signature]

CARLA DASILVA

A Notary Public of New Jersey

My Commission Expires May 4, 2024

[Signature]
(Affiant)
Victor A. Afanador, Member of the Firm

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavato for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joseph J. DePalma	54 Edward Court, Basking Ridge, NJ
Bruce D. Greenberg	62 Barchester Wav. Westfield, NJ
Victor A. Afanador	17 Cheryl Lane, Roseland, NJ

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lite DePalma Greenberg, LLC
 Signature of Affiant: [Signature] Title: Member of the Firm
 Printed Name of Affiant: Victor A. Afanador Date: 06.18.2019

Subscribed and sworn before me this 18 day of
 June, 2019
 My Commission expires: My Commission Expires May 4, 2024

[Signature]
 (Witnessed or attested by)

 (Seal)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-636

Agenda No. 10.42

Approved: _____

TITLE:



RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT, JAMES SHEA AND PHILLIP ZACCHE IN THE MATTER OF MIGUEL A. FELIZ-RODRIGUEZ V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution no. 18-764 on August 15, 2018, ratifying and authorizing a professional services agreement effective July 12, 2018 with Lite DePalma Greenberg, LLC for a total contract amount not to exceed \$100,000.00 to represent the City of Jersey City ("City"), the Jersey City Police Department, James Shea and Phillip Zacche who were named in a complaint filed by Miguel A. Feliz-Rodriguez in the Superior Court of New Jersey on June 26, 2018 under Docket No. HUD-L-002498 alleging excessive force, violation of civil and constitutional rights, failure to intervene, improper pursuit, false arrest, unlawful detention, assault and battery; and

WHEREAS, the City awarded the contract to Lite DePalma Greenberg, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Lite DePalma Greenberg, LLC for an additional twelve month period effective **July 12, 2019**; and

WHEREAS, because all the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional **\$75,000.00** at the same rate of **\$150.00** per hour including expenses; and

WHEREAS, funds in the amount of **\$10,000.00** are available in **Account No. 19-01-201-23-210-312**.

WHEREAS, Lite DePalma Greenberg, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract with the law firm of Lite DePalma Greenberg, LLC to represent the City of Jersey City, the Jersey City Police Department, James Shea and Phillip Zacche in the Miguel A. Feliz litigation is hereby renewed for one year effective **July 12, 2019** for **\$75,000.00** for a total contract amount of **\$175,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that Lite DePalma Greenberg, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

TITLE:

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, JAMES SHEA AND PHILLIP ZACCHE IN THE MATTER OF MIGUEL A. FELIZ-RODRIGUEZ V. CITY OF JERSEY CITY, ET AL.

- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: **19-01-201-23-210-312** for payment of this resolution. P.O. No. 134 230

Elizabeth Castillo, Acting Chief Financial Officer

dxr
07/01/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

RB
7-14

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, JAMES SHEA AND PHILLIP ZACCHE IN THE MATTER OF MIGUEL A. FELIZ-RODRIGUEZ V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Matter is being renew for an additional twelve (12) months. Lite DePalma Greenberg LLC will continue to represent the City of Jersey City, Jersey City Police Department, James Shea and Phillip Zacche who were named in a complaint filed in the US District Court by Miguel A. Feliz- Rodriguez, alleging excessive force, violation of civil and constitutional rights, failure to intervene, improper pursuit, false arrest, unlawful detention, assault and battery.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$75,000.00
Insurance Fund Commission.
19-01-201-23-210-312

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/8/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Lite DePalma Greenberg, LLC, 570 Broad St #1201, Newark, NJ 07102 ("Outside Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Miguel A. Feliz – Rodriguez v. City of Jersey City, et al.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,

the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to

perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as

Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies

- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance

- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making

reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying

activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: Lite DePalma Greenberg, LLC

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@cnj.org**

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Victor A. Afanador, Member of the Firm

Representative's Signature: 

Name of Company: Lite DePalma Greenberg, LLC

Tel. No.: 973-623-3000

Date: 06.18.2019

Certification 40135

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2014** to **15-JUN-2021**

LITE DEPALMA GREENBERG, LLC
570 BROAD STREET
NEWARK NJ 07102



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
Acting State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Victor A. Afanador, Member of the Firm
Representative's Signature: [Signature]
Name of Company: Lite Delalma Greenberg, LLC
Tel. No.: 973-623-3000 Date: 06.18.2019

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Lite DePalma Greenberg, LLC
Address : 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No. : 973-623-3000 ext. 3816
Contact Name : Victor A. Afanador

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lite DePalma Greenberg, LLC
Address: 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No.: 973-623-3000 ext. 3816
Contact Name: Victor A. Afanador

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lite DePalma Greenberg, LLC (name of business entity), has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lite DePalma Greenberg, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lite DePalma Greenberg, LLC

Signed: [Signature] Title: Member of the Firm

Print Name: Victor A. Afanador Date: 06.18.2019

Subscribed and sworn before me
this 18 day of June, 2019.

My Commission expires:

[Signature]

CARLA DASILVA

A Notary Public of New Jersey
My Commission Expires May 4, 2024

[Signature]
(Affiant)
Victor A. Afanador, Member of the Firm
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committees; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joseph J. DePalma	54 Edward Court, Basking Ridge, NJ
Bruce D. Greenberg	62 Barchester Way, Westfield, NJ
Victor A. Afanador	17 Cheryl Lane, Roseland, NJ

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lite DePalma Greenberg, LLC
 Signature of Affiant: [Signature] Title: Member of the Firm
 Printed Name of Affiant: Victor A. Afanador Date: 06.18.2019

Subscribed and sworn before me this 18 day of
June, 2019
 My Commission expires: May 4, 2024
 CARLA DASILVA
 A Notary Public of New Jersey
 (Witnessed or attested by) [Signature]
 (Seal)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-637

Agenda No. 10.43

Approved: _____

TITLE:



RESOLUTION RATIFYING AND REAUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution 18.411 on April 25, 2018 authorizing the renewal of a professional services agreement with Charles Montange, Esq., 426 NW 162nd Street, Seattle, Washington 98177 to provide legal services in connection with Conrail's abandonment of the 6th Street Embankment and to analyze Conrail's compliance with its obligation to offer the abandoned property to the City; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, because this matter continues to be litigated, additional services are required and it is necessary to renew the professional services agreement with Charles Montange, Esq.; and

WHEREAS, the City Council approved \$430,000 for prior year contracts and \$430,000 has been paid to Charles Montange, Esq to date.; and

WHEREAS, Charles Montange, Esq. agrees to provide services for an hourly fee of **\$200**, including expenses, for a total contract amount not to exceed **\$150,000**; and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,000; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Charles Montange, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification; and

WHEREAS, Charles Montange, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Charles Montange, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to- Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in **Account No. 04-215-55-888-990**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

TITLE:

RESOLUTION RATIFYING AND REAUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

1. The contract with Charles Montange, Esq. is renewed for an additional one year period effective March 28, 2019 and the contract amount for this one year period is **\$150,000.**
2. The Mayor and Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
3. The award of this Contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of this resolution.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No. 04-215-55-888-990** for payment of this resolution. **PO#: 134009**

Elizabeth Castillo, Acting Chief Financial Officer

igp
6/13/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
7-1-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND REAUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Charles Montange is an attorney specializing in the esoteric aspects of the law pertaining to railroad involved litigation. He has been representing the City in our efforts to obtain title to the property known at the "Sixth Street Embankment" in proceedings before the Surface Transportation Board in Washington, DC.

Cost (Identify all sources and amounts)

04-215-55-887-990 (Sixth Street Embankment Funds)

Contract term (include all proposed renewals)

One year.

Type of award

Direct and Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/8/19
Date

DETERMINATION OF VALUE CERTIFICATION

Peter Baker, of full age, hereby certifies as follows:

1. I am the City of Jersey City's (City) Corporation Counsel and the Director of the Law Department.
2. The City requires the services of a law firm to represent the City in connection with issues related to the 6th Street Embankment.
3. Contracts for legal services are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. I recommend that the City award a contract for legal services to contract to Charles Montange, Esq.
5. The term of the contract is one year effective as of March 28, 2019.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5:
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

Peter Baker, Corporation Counsel

AGREEMENT

This Agreement dated the ____ day of _____, 2019 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Charles Montange, Esq.**, 426 NW 162nd Street, Seattle, Washington 98177. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services regarding Conrail's abandonment of the 6th Street Embankment. City acknowledges that **Special Counsel** is not a member of the New Jersey Bar, and that City shall furnish at City's cost counsel who is a member of the New Jersey Bar promptly to address all questions of New Jersey law raised in, or necessary for the resolution of, any proceeding or activity undertaken to accomplish the goal set forth in this Memorandum. Jersey City acknowledges that **Special Counsel** from time to time may represent other clients favoring preservation of the 6th Street Embankment and consents to such joint representation.

Affidavit of Services

Special Counsel shall submit a monthly certification of services to the Corporation Counsel. The certification shall specify in detail the services rendered and

the time spent on those services all in accordance with N.I.S.A. 40A:5-16. The certification does not need to be notarized.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$200 per hour, including expenses for a total contract amount of \$150,000.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit or certification of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made within thirty (30) days or receipt. A copy of the City's form of voucher is attached.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** including Lexis trans library charges, and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed twenty-five cents (\$.25) per page; and (ii) in the case of facsimile transmittal, the per page charge not to exceed fifty cents (\$.50) per page; charges for mileage and parking shall not be charged to the City. However, reasonable travel expenses may be allowed as required, if approved by the Business Administrator, in advance.

The City will provide **Special Counsel** with the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, etc., required in order to complete his work.

The **Special Counsel** may, with prior approval of the City retain services of third parties such as court reporters, investigators, consultants, experts, title companies, appraisers, etc. required to complete his work. The **Special Counsel** will pay all third-party providers directly and will bill the City for those services as detailed disbursements included in monthly invoices. The City will not accept separate invoices from the third-party service providers.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel**. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of Corporation Counsel or his designee.

New Jersey Business Registration Requirements

Special Counsel represents that as a sole practitioner from out of State, he has no business tax or employer obligations to the State of New Jersey. As such, he has agreed to request as such with the State of New Jersey by filing the attached P.L. 2004 or other appropriate form.

Special Provisions

The City or **Special Counsel** reserves the right to terminate the within

Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

Affirmative Action Plan

- (A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. Minority/Women Business Enterprise Questionnaire for Bidders, attached.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian Platt
Business Administrator

WITNESS:

Charles Montange, Esq.

Charles Montange, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Charles Montuzy

Representative's Signature:



Name of Company:

Law Office of Charles Montuzy

Tel. No.:

206-546-1931

Date:

12/10/2019

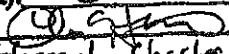
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Charles Montary
Representative's Signature: 
Name of Company: Law Office of Charles H. Montary
Tel. No.: 206 546 1931 Date: 12 June 2019

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Charles H. Montance (name of business entity) has not made any reportable contributions in the ****one-year period preceding** _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Charles H. Montance (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

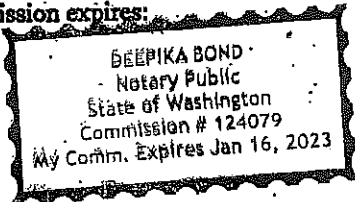
Name of Business Entity: Law Office of Charles H. Montance

Signed: [Signature] Title: Attorney

Print Name: Charles H. Montance Date: 12 June 2019

Subscribed and sworn before me
this 12th day of June, 2019.

My Commission expires:



[Signature]
(Affiant)
Deepika Bond Notary
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Charles Montane	426 NW 162d St. Seattle, WA 98177

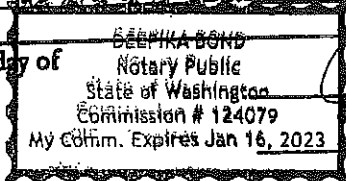
Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Law Office of Charles H. Montane
 Signature of Affiant: [Signature] Title: Attorney/Sole Proprietor
 Printed Name of Affiant: Charles H. Montane Date: 12 June 2019

Subscribed and sworn before me this 12th day of June, 2019

My Commission expires: 01/16/2023



[Signature]
 (Witnessed or attested by)
 (Seal)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Law Offices of Charles H. Montange
Address : 426 NW 162d St, Seattle, WA 98177
Telephone No. : 206-546-1936
Contact Name : Charles H. Montange

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Law Offices of Charles H. Montague
Address: 426 NW 162nd St, Seattle, WA 98177
Telephone No.: 206-546-1936
Contact Name: Charles H. Montague

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification 43764

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-AUG-2016~~ to ~~15-AUG-2023~~



LAW OFFICES OF CHARLES H MONTANGE
426 NW 162ND STREET
SEATTLE WA 98177



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
MONTANGE, CHARLES H
ADDRESS:
426 NW 162ND ST
SEATTLE WA 98177-3730
EFFECTIVE DATE:
11/22/05

TRADE NAME:
SEQUENCE NUMBER:
1194366
ISSUANCE DATE:
03/04/16

James J. Pisciotta
Director
New Jersey Division of Revenue

FORM BRC

THIS CERTIFICATE IS NOT ASSIGNABLE OR TRANSFERABLE. IT MUST BE CONSPICUOUSLY DISPLAYED AT ABOVE ADDRESS.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-638

Agenda No. 10.44

Approved: _____

TITLE:



RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER LLC TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; AND JOSEPH CONNORS, DEPUTY CHIEF OF POLICE IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution no. 15-767 on October 28, 2015 ratifying and authorizing a professional services agreement with Brach Eichler LLC for a total amount not to exceed \$50,000.00 to represent Mayor Steven Fulop; Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; and Joseph Connors Deputy Chief of Police who had been named in a complaint filed by David Goldrich in United States District Court, District of New Jersey on February 10, 2015 alleging political retaliation and violations of his civil rights; and

WHEREAS, the City of Jersey City ("City") awarded the contract to Brach Eichler LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Resolution 16.485, approved July 13, 2016, reauthorized and increased the contract amount by an additional \$75,000.00 for a one year professional services contract effective July 13, 2016; and

WHEREAS, Resolution 17.432, approved May 10, 2017, amended Resolution 16.485 to include the correct account number and increase the contract amount by an additional \$125,000.00, for a total contract amount not to exceed \$250,000.00; and

WHEREAS, Resolution 17-883, approved November 16, 2017, reauthorized and increased the contract amount by an additional \$75,000.00 for a one year professional services contract effective July 16, 2017 for a total amount not to exceed \$325,000.00; and

WHEREAS, Resolution 18-257, approved March 14, 2018, amended Resolution 17-883, to increase funds by an additional \$75,000.00 for a total amount not to exceed \$400,000.00; and

WHEREAS, Resolution 18-705, approved July 18, 2018, reauthorized and increased the contract amount by an additional \$100,000.00 for a one year professional services contract effective July 13, 2018 for a total amount not to exceed \$500,000.00; and

WHEREAS, N.J.S.A. 40 A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Brach Eichler LLC for an additional twelve month period effective July 13, 2019; and

WHEREAS, because all of the contract funds were expended it is necessary to increase the contract amount by an additional **\$100,000.00** at the same rate of **\$150.00** per hour including expenses; and

WHEREAS, funds in the amount of **\$10,000.00** are available in account no. **19-01-201-23-210-312**; and

WHEREAS, Brach Eichler LLC has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

TITLE: **RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER LLC TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; AND JOSEPH CONNORS, DEPUTY CHIEF OF POLICE IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.**

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Brach Eichler LLC is hereby reauthorized for a one-year period effective **July 13, 2019**, and the contract amount is increased by an additional **\$100,000.00** for a total contract amount of **\$600,000.00**;
2. The award of this contract shall be subject to the condition that law firm of Brach Eichler LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.
3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. No.

Elizabeth Castillo, Acting Chief Financial Officer

xt
07/03/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.B.
7-8-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER LLC TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; AND JOSEPH CONNORS, DEPUTY CHIEF OF POLICE IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This is a continuation of a contract for representation of various defendants in a complaint filed by David Goldrich against Mayor Steven Fulop, Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; and Joseph Connors Deputy Chief of Police in the United States District Court alleging political retaliation and violation of his civil rights.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$100,000.00
Insurance Fund Commission.
19-01-201-23-210-312

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Brach Eichler, 101 Eisenhower Parkway, Roseland, NJ 07068 ("Outside Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with David Goldrich v. City of Jersey City, et al.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on

costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$100,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of

any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts

- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)

- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.*, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: **Brach Eichler**

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jean F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanj@cnj.org**

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Matthew M. Collins, Esq.

Representative's Signature: _____

Name of Company: Brach Eichler LLC

Tel. No.: 973.228.5700

Date: February 27, 2019



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE BIRMG FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
3. COMPANY NAME			
4. STREET			
	CITY	COUNTY	STATE
			ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE			
<input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)			

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE
			ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF PUBLIC CONTRACTS

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Includes City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Includes City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 266

Trenton, New Jersey 08625-0266

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW BIDS
 PROPOSALS
 FRANKS
 TERMINATIONS (CHECK (X) APPROPRIATE CATEGORY)

CERTIFICATE NO. _____ BOOKS OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALES					FEMALES						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Wh.	Total	Black	Hispanic	AM. Indian	Asian	Non-Wh.
OPERIUNLS & MANAGERS												
PROFESSIUNLS												
TECHNICIANS												
SALES WORKERS												
OFFICE & GENERAL												
CRAFTWORKERS												
OPERATIUES												
LABORERS												
SERUICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____
 LAST FIRST MI _____ DATE SIGNED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____ PHONE (AREA CODE, NO., EXTENSION) _____

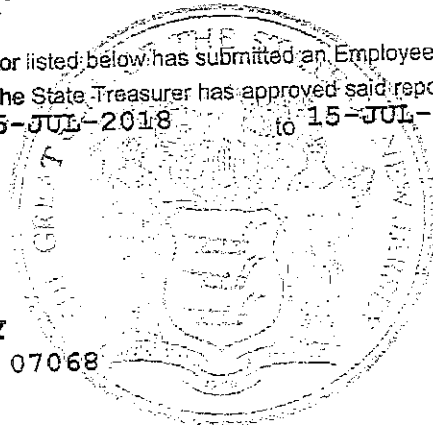
Certification 54804

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2018** to **15-JUL-2021**

BRACH EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND NJ 07068



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Matthew M. Collins, Esq.
Representative's Signature: _____
Name of Company: Brach Eichler LLC
Tel. No.: 973.228.5700 Date: February 27, 2019

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Brach Eichler LLC

Address : 101 Eisenhower Parkway, Roseland, NJ 07068

Telephone No. : 973-228-5700

Contact Name : Matthew M. Collins, Esq.

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Brach Eichler LLC
Address: 101 Eisenhower Parkway, Roseland, NJ 07068
Telephone No.: 973-228-5700
Contact Name: Matthew M. Collins, Esq.

Please check applicable category:

Minority Owned Business (MBE) **Minority & Woman Owned Business (MWBE)**
 Woman Owned business (WBE) **Neither**

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

04/29/09

Taxpayer Identification# 264-590-220/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Division of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 42 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavor.

James J. Fruscione
James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME:	TRADE NAME:	
BRACH EICHLER L.L.C.		
ADDRESS:	SEQUENCE NUMBER	
101 EISENHOWER PARKWAY	1400315	
ROSELAND NJ 07068	ISSUANCE DATE:	
EFFECTIVE DATE:	04/29/09	
04/29/09	<i>James J. Fruscione</i> Director New Jersey Division of Revenue	

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of business entity) has not made any reportable contributions in the ****one-year period** preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Brach Eichler LLC

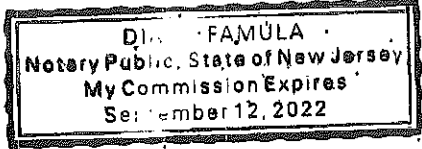
Signed: [Signature] Title: Member

Print Name: Matthew M. Collins, Esq. Date: February 27, 2019

Subscribed and sworn before me
this 27 day of Feb, 2019.
My Commission expires:

[Signature]
(Affiant)

(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
See Attached	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Braeh Eichler LLC
 Signature of Affiant: [Signature] Title: Member
 Printed Name of Affiant: Matthew M. Collins, Esq. Date: February 27, 2019

Subscribed and sworn before me this 27 day of Feb., 2019

DIANE FAMULA Notary Public, State of New Jersey My Commission Expires September 12, 2022	<u>[Signature]</u> (Witnessed or attested by) _____ (Seal)
---	---

My Commission expires:

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Capozzi, Edward P.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Collins, Matthew M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dagli, Riza I.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Donica, M. Sidney	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dornfeld, Lani M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dromsky-Reed, Susan	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Fanburg, John D.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gladstone, Stuart M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gormally, Charles X.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gorrell, Joseph M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Grelecki, Carol	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Hammer, Alan R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Kasolas, Bobby	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Lenker, Brian R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Lienhardt, Debra C.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Manigan, Mark E.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Pachman, Stuart L.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Polkowitz, Stuart J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Pollak, Daniel J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Popowitz, Allen J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Rainone, Anthony M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Ritter, David J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Roberts, Keith J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Rubright, Susan R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Soranno, Carl J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Stella, Frances B.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Suriano, Rose A.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Brach Eichler LLC		
Address:	101 Eisenhower Parkway		
City:	Roseland	State: NJ	Zip: 07068

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 _____ Signature	Matthew M. Collins, Esq. _____ Printed Name	Member _____ Title
---	---	--------------------------

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Edward Capozzi	Murphy for Governor	9/27/17	\$ 1,000.00
Edward Capozzi	Vincent Prieto primary	6/12/17	500.00
Edward Capozzi	Scutari for Senate	10/17/17	500.00
Edward Capozzi	Scutari for Senate	6/16/18	1,000.00
Edward Capozzi	Sweeney for Senate	2/16/17	500.00
Alan R. Hammer	Thomas Kean Jr, Primary 2017 senate	12/22/16	2,600.00
Stuart M. Gladstone	Christie for Governor	12/31/12	3,800.00
Stuart M. Gladstone	Richard Codey for Senate	10/11/13	500.00
Charles X. Gormally	Christie for Governor	12/31/12	2,000.00
Charles X. Gormally	James Gannon, Morris County Sheriff	2/11/17	800.00
Debra Lienhardt	Christie for Governor	1/7/13	2,800.00
Debra Lienhardt	Raj Mukherji for State Assembly	8/5/14	400.00
Mark E. Manigan	W. Caraballo Municipal Office Newark	3/17/14	1,000.00
Mark E. Manigan	Christie for Governor	12/31/12	3,800.00
Mark E. Manigan	Raj Mukherji for State Assembly	8/2/14	600.00
Anthony Rainone	Christie for Governor	12/31/12	1,000.00
Carl J. Soranno	Christie for Governor	12/31/12	2,000.00

Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-639

Agenda No. 10.45

Approved: _____

TITLE:



RESOLUTION AWARDING AN EMERGENCY CONTRACT TO SIMS METAL MANAGEMENT FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Sims Metal Management ("Sims Metal") markets post – consumer class "A" recyclables for disposition of mixed paper and commingled recycling items; and

WHEREAS, Resolution No.19-558, approved on June 26, 2019, rejected all bids for mixed paper and commingled recycling items; and

WHEREAS, the City of Jersey City ("City") is currently preparing to advertise for bids for a new recycling contract; and

WHEREAS, it is necessary to award an emergency contract to Sims Metal on a month-to-month basis not to exceed six (6) months while the City advertises for bids; and

WHEREAS, the Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue to dispose of mixed paper and commingled recycling items without interruption in order to promote public health and safety; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Sims Metal will provide these services for an amount not to exceed \$90,000.00 if the term of the contract is six (6) months; and

WHEREAS, funds in the amount of \$5,000.00 are available in the Division of Sanitation's Operating Account No. 01-201-26-292-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Sims Metal Management, with offices located at 1 Linden Avenue East, Jersey City, NJ 07305, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq., to dispose of mixed paper and commingled recycling items is hereby ratified;
- 2) The total cost of the contract shall not exceed \$90,000.00 if the term of the contract is six (6) months;
- 3) The term of the contract shall be effective July 10, 2019 and shall continue on a month -- to- month basis not to exceed six months;

TITLE:

RESOLUTION AWARDING AN EMERGENCY CONTRACT TO SIMS METAL MANAGEMENT FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION


- 4) The Director of the Department of Public Works has reduced to writing his notification to the Purchasing Agent of the emergency and it is attached hereto;
- 5) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 6) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.
- 7) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, _____ Lubna Muneer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Sanitation Operating Account No. 01-201-26-292-314** for payment of the above resolution.

Requisition # 0189249

Purchase Order # 134275

July 10, 2019

APPROVED: 
Jeffrey D. Stamato, DPW Director

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7.17.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

CERTIFICATION OF PATRICK G. STAMATO


I, Patrick G. Stamato, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Division of Sanitation was notified that there is a need for disposition of mixed paper and commingled recycling items.
3. The Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue to dispose of mixed paper and commingled recycling items without interruption in order to promote public health and safety.
4. As Director of the Department of Public Works, an emergency contract is required.
5. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Sims Metal Management to continue to receive the City's truck for the mixed paper and recycling items.
6. The total funds requested for this purpose is \$90,000.00.
7. Because of the aforementioned emergency, time did not permit formal advertisement.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action fully of the law.

It is for these reasons that I am requesting an emergency declared in order to formally authorize Sims Metal Management to continue with the recyclables and commingled items.

Should you have any questions or require further details regarding this matter, please do not hesitate to call my office.

Dated: 07/11/19.



Patrick G. Stamato
Director of Department of Public Works

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING AN EMERGENCY CONTRACT TO SIMS METAL MANAGEMENT FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED SIX (6) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

Project Manager

Department/Division	PUBLIC WORKS	SANITATION
Name/Title	FRANK LAMPARELLI	SANITATION DIRECTOR
Phone/email	201-547-4400 201-317-6784	FLAMPARELLI@JCNJ.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ✦ Sims Metal Management markets post – consumer class “A” recyclables for disposition of mixed paper and commingled recycling items.
- ✦ Resolution No.19-558, approved on June 26, 2019, rejected all bids for mixed paper and commingled recycling items.
- ✦ The City is currently preparing to advertise for bids for a new recycling contract.
- ✦ It is necessary to award an emergency contract with Sims Metal Management on a month-to-month basis not to exceed six (6) months while the City advertises for bids.
- ✦ The Director of Public Works has notified the Purchasing Agent that an emergency exists because of the need to continue to dispose of mixed paper and commingled recycling items without interruption in order to promote public health and safety.

Cost (Identify all sources and amounts)

01-201-26-292-314 (Sanitation Operating)
Contract Amount = \$90,000.00
Temporary Encumbrance = \$5,000.00

Contract term (include all proposed renewals)

Six month effective July 10, 2019

Type of award

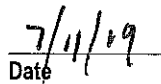
Emergency Resolution

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Peter Folgado, QPA, RPPO

Date

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

**Jeana F. Abuan
Public Agency Compliance Officer (P.A.C.O.)
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue, 2nd Floor
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org**

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Sims Municipal Recycling

Address: 1 Linden Avenue East, Jersey City, NJ 07305

Telephone No: 201-577-3133

Contact Name: James Lawler

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF TAX ABATEMENT & COMPLIANCE COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Sims Municipal Recycling

Address: 1 Linden Avenue East, Jersey City, NJ 07305

Telephone No: 201-577-3133

Contact Name : James Lawler

Please check applicable category :

Minority Owned Business (MBE)
Business(MWBE)

Minority & Woman Owned

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James Lawler / Sales & Marketing Manager
Representative's Signature: James Lawler
Name of Company: Sims Municipal Recycling
Tel. No.: 201-577-3133 Date: 7/5/19

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James Lawler / Sales & Marketing Manager

Representative's Signature: *James Lawler*

Name of Company: Sims Municipal Recycling

Tel. No.: 201-577-3133

Date: 7/5/19

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 2627
4. COMPANY NAME Sims Municipal Recycling of New York LLC		
5. STREET 1 Linden Avenue East	CITY Jersey City	COUNTY Hudson
	STATE NJ	ZIP CODE 07305
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Simsmetal East LLC		CITY Jersey City
	STATE NJ	ZIP CODE 07305
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		101
10. PUBLIC AGENCY AWARDED CONTRACT City of Jersey City		CITY Jersey City
	COUNTY Hudson	STATE NJ
		ZIP CODE 07305
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	15	13	2	2	6	0	0	5	0	2	0	0	0
Professionals	2	1	1	0	0	0	0	1	0	0	0	0	1
Technicians													
Sales Workers													
Office & Clerical	5	4	1	0	4	0	0	0	0	1	0	0	0
Craftworkers (Skilled)	18	18	0	3	14	0	1	0	0	0	0	0	0
Operatives (Semi-skilled)	24	23	1	5	17	0	0	1	0	1	0	0	0
Laborers (Unskilled)	37	25	12	10	14	0	1	0	1	11	0	0	0
Service Workers													
TOTAL	101	84	17	22	55	0	2	7	1	15	0	0	1
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 08/12/2018 To: 08/18/2018		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) James Lawler	SIGNATURE <i>James Lawler</i>	TITLE Associate Buyer	DATE MO DAY YEAR 09 13 2018
17. ADDRESS NO. & STREET 1 Linden Avenue East	CITY Jersey City	COUNTY Hudson	STATE NJ
		ZIP CODE 07305	PHONE (AREA CODE, NO., EXTENSION) 201 - 577 - 3133

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
SIMS METAL EAST LLC	1 LINCOLN AVENUE FIRST JERSEY CITY, NJ 07305

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: SIMS MUNICIPAL RECYCLING
 Signature of Affiant: [Signature] Title: SALES & MARKETING MANAGER
 Printed Name of Affiant: JAMES LAWLER Date: 7/5/19

Subscribed and sworn before me this 10th day of July, 2019.

My Commission expires:

[Signature]

(Witnessed or attested by)
 ROSA E. POLANCO
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 NY# 50081820
 MY COMMISSION EXPIRES MAY 17 2023

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that SIMS MUNICIPAL RECYCLING (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract SIMS MUNICIPAL RECYCLING (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: SIMS MUNICIPAL RECYCLING

Signed James Lowler Title: SALES + MARKETING MANAGER

Print Name: JAMES LOWLER Date: 7/5/19

Subscribed and sworn before me
this 10th day of July, 2019.
My Commission expires:

Rosa Polanco
(Affiant)
Rosa Polanco HR Coordinator
(Print name & title of affiant) (Corporate Seal)

ROSA E POLANCO
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50081829
MY COMMISSION EXPIRES MAY 17 2023

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**CITY OF JERSEY CITY, DIVISION OF PURCHASING
NEW VENDOR REGISTRATION FORM**

VENDOR NAME: Sims Municipal Recycling FEDERAL IDENTIFICATION NO. (FEIN) 20-8484120

PURCHASE ORDER/VOUCHER ADDRESS:

STREET ADDRESS: 1 Linden Avenue East CITY/STATE/ZIP: Jersey City, NJ 07305

TEL/EXT #: 201-577-3200 FAX #: 201-333-4018

VENDOR CONTACT/AUTHORIZED REP NAME:

PRINT NAME: James Lawler

SIGNATURE: *James Lawler*

CONTACT #: 201-577-3133

FAX #: 201-333-4018

EMAIL: james.lawler@simsmm.com

PAYMENT/REMITTANCE ADDRESS:

STREET ADDRESS: 1 Linden Avenue East CITY/STATE/ZIP: Jersey City, NJ 07305

NAME/ATTN TO: Raul Pena

TEL #: 201-577-3200

FAX #: 201-333-4018

EMAIL: raul.pena@simsmm.com

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Receipt and processing of curbside commingled recyclables

Are you related to any City employee or employed by the City of Jersey City?
 Yes No

Form 1099 Required? Yes No

OWNER'S EEO/AFFIRMATIVE ACTION STATUS

- LGBTQ African American/Black Hispanic/Latino
 Caucasian/White Asian/Pacific Islander Native American

OWNER'S CLASSIFICATION/CERTIFICATION (Please select and provide the state's certification):

- DBE (Disadvantaged Business Enterprise) MBE (Minority Business Enterprise) SBE (Small Business Enterprise)
 WBE (Women Business Enterprise) PWD (Disabled) VBE (Veteran)

NON-PROFIT? Yes (include non-profit certification) No

PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW

- NJ State Contract Buyboard MICTA WSCA/NASPO Bergen County PSA Union County
 GSA US Communities NIPA/TCPN NCPA PEPPM TIPS NPP Gov
 NJPA (Sourcewell) MRESC/ESCNJ KPN HGAC-Buy Other, (Name & Contract #):

CITY EMPLOYEE REQUESTING VENDOR NUMBER:

PRINT NAME: *Sonia Dublin*

SIGNATURE: *Sonia Dublin*

EXT. *4400*

PURCHASING DIVISION USE ONLY

VENDOR NO. ISSUED BY:

TITLE:

DATE: / /

VENDOR NUMBER ASSIGNED:

BRC (Business Registration Certificate) #:

(THE W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED WITH THIS FORM. TO APPLY FOR A BUSINESS REGISTRATION CERTIFICATE, CALL 609-292-9292 OR GO TO [HTTP://WWW.NJ.GOV/TREASURY/REVENUE/BUSREGCERT.SHTML](http://www.nj.gov/treasury/revenue/busregcert.shtml))

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Simsmetal East LLC

2 Business name/disregarded entity name, if different from above
Sims Municipal Recycling of New York LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
c/o Sims Metal Management, 200 W. Madison Street

6 City, state, and ZIP code
Chicago, IL 60606

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Henry Oppman*

Date ▶ **04/04/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

12/03/09

Taxpayer Identification# 261-910-445/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

SIMS MUNICIPAL RECYCLING OF NEW YORK LLC

TRADE NAME:

ADDRESS:

1 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

SEQUENCE NUMBER:

1528354

EFFECTIVE DATE:

12/03/09

ISSUANCE DATE:

12/03/09



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

(04-08)-D205640V

Sample Certificate of Employee Information Report

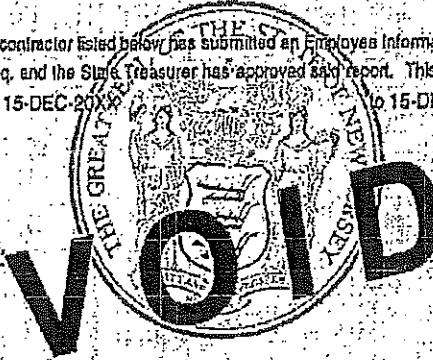
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625



State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-640

Agenda No. 10.46

Approved: _____

TITLE:



RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM LITE DEPALMA GREENBERG LLC TO REPRESENT THE CITY OF JERSEY CITY, PHILLIP ZACCHE, JAMES SHEA, AND VARIOUS POLICE OFFICERS IN THE MATTER OF LEO PINKSTON V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed on May 31, 2019 in U.S. District Court of New Jersey under Docket No. 2:19-cv-13285-BRM-JAD by Leo Pinkston alleging police misconduct, excessive force, and violations of his civil rights; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent the City of Jersey City (City); and

WHEREAS, the law firm of Lite DePalma Greenberg, LLC is qualified to perform these services; and

WHEREAS, Lite DePalma Greenberg, LLC agreed to provide its services at an hourly rate of \$150.00 per hour, including expenses, for a total contract amount not to exceed \$75,000.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

WHEREAS, in October 2018, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Lite DePalma Greenberg, LLC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the City is awarding this contract under the fair and open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Lite DePalma Greenberg, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$10,000.00 are available in **Account No. 19-01-201-23-210-312**; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The award of an agreement with the law firm of Lite DePalma Greenberg, LLC to represent the City of Jersey City, James Shea, Phillip Zacche and various police officers in the Leo Pinkston litigation is hereby ratified for one year effective **June 20, 2019**, for a total contract amount of \$75,000.00, including expenses;
2. The award of this contract shall be subject to the condition that Lite DePalma Greenberg, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

City Clerk File No. Res. 19-640

Agenda No. 10.46

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM LITE DEPALMA GREENBERG LLC TO REPRESENT THE CITY OF JERSEY CITY, PHILLIP ZACCHE, JAMES SHEA, AND VARIOUS POLICE OFFICERS IN THE MATTER OF LEO PINKSTON V. CITY OF JERSEY CITY, ET AL.

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution, P.O. No.

Elizabeth Castillo, Acting Chief Financial Officer

XT
07/01/2019
SMcK
7/3/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.17.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM LITE DEPALMA GREENBERG LLC TO REPRESENT THE CITY OF JERSEY CITY, PHILLIP ZACCHE, JAMES SHEA, AND VARIOUS POLICE OFFICERS IN THE MATTER OF LEO PINKSTON V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

It was necessary to hire outside counsel to represent the City of Jersey City, Phillip Zacche, James Shea and various police officers who were named in a complaint filed in the US District Court by Leo Pinkston, alleging police misconduct, excessive force, and violation of civil rights

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$75,000
Insurance Fund Commission.
19-01-201-23-210-312

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/8/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Lite DePalma Greenberg, LLC, 570 Broad St #1201, Newark, NJ 07102 ("Outside Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Leo Pinkston v. City of Jersey City, et al.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,

the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to

perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as

Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies

- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance

- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making

reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying

activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: Lite DePalma Greenberg, LLC

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jeanne F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@onj.org**

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

The contractor or subcontractor, where applicable 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.

The contractor or subcontractor 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.

The contractor or subcontractor, where applicable, 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.


The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Victor A. Afanador, Member of the Firm

Representative's Signature: 

Name of Company: Life DePalma Greenberg, LLC

Tel. No.: 973-623-3000

Date: 06.18.2019

Certification 40135

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2014** to **15-JUN-2021**

LITE DEPALMA GREENBERG, LLC
570 BROAD STREET
NEWARK NJ 07102



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

James J. Fuscolone

James J. Fuscolone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:
570 BROAD ST STE 1201
NEWARK NJ 07102
EFFECTIVE DATE:

SEQUENCE NUMBER:
0067881

ISSUANCE DATE:
12/17/15

02/05/80

James J. Fuscolone
Director
New Jersey Division of Revenue

FORM BR-C


APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representative.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print) Victor A. Afanador, Member of the Firm
Representative's Signature 
Name of Company Lite Deljalma Greenberg, LLC
Tel. No. 973-623-3000 Date 06.18.2019

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Lite DePalma Greenberg, LLC
Address : 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No. : 973-623-3000 ext. 3816
Contact Name : Victor A. Afanador

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lite DePalma Greenberg, LLC
Address: 570 Broad Street, Suite 1201, Newark, NJ 07102
Telephone No.: 973-623-3000 ext. 3816
Contact Name: Victor A. Afanador

Please check applicable category:

Minority Owned Business (MOB) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WOB) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop 2021	Mira Prioz-Arey for Council
Lavano for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joseph J. DePalma	54 Edward Court, Basking Ridge, NJ
Bruce D. Greenberg	62 Barchester Way, Westfield, NJ
Victor A. Afanador	17 Cheryl Lane, Roseland, NJ

Part 3 - Signature and Attestation:

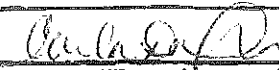
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lite DePalma Greenberg, LLC

Signature of Affiant:  Title: Member of the Firm
 Printed Name of Affiant: Victor A. Afanador Date: 06.18.2019

Subscribed and sworn before me this 18 day of June, 2019

GARLA DASILVA
A Notary Public of New Jersey
My Commission Expires May 4, 2024


(Witnessed or attested by)

(Seal)

