

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

City Clerk File No. Res. 19-178

Agenda No. 10.A

Approved: MAR 13 2019

TITLE:

## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION



COUNCIL

offered and moved

adoption of the following resolution:

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 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 \$ 275,467,371.

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:

DESCRIPTION:	ACCOUNT:	FROM:	TO:
ADMINISTRATOR'S OFFICE O/E	20-100	\$45,000	\$55,000
FIRE O/E	25-265	\$315,000	\$642,000
GASOLINE	31-434	\$375,000	\$675,000
OFFICE SERVICES	31-433	\$725,000	\$1,225,000
MUNICIPAL RENT	31-432	\$800,000	\$1,200,000
AUTOMOTIVE O/E	26-315	\$1,350,000	\$1,850,000
UASI (FFY-16 ADDITIONAL FUNDING)	GRANT	\$0.00	\$31,600
PERS/DEF.CONTRB.RETIRE	36-480	\$0.00	\$65,000
POLICE & FIRE RETIREMENT	36-488	\$0.00	\$45,844,834
CONTRIB.PUB.EMPL.RETIRE	36-472	\$0.00	\$4,627,667
CONSOL.POLICE & FIRE SYS.	36-474	\$883.00	\$58,994
JC EMPLOYEE RETIREMENT	36-478	\$2,800,000	\$4,800,000
FREE PUBLIC LIBRARY	29-390	\$3,000,000	\$5,000,000
LAW	20-155	\$240,000	\$250,000
TOTAL INCREASE:			\$56,674,212

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

7-0

### RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 AN EMERGENCY TEMPORARY APPROPRIATION

**Initiator**

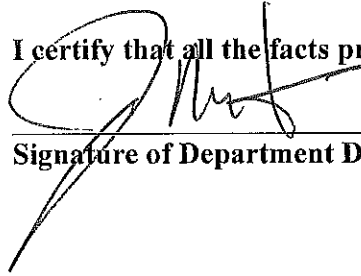
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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 GRANT RECEIVED.

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.19-179

Agenda No. 10.B

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



### RESOLUTION AUTHORIZING REFUNDS DUE TO HUDSON COUNTY BOARD TAX APPEALS ON PROPERTY TAX ACCOUNTS.

#### COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the attached tax accounts have made over payments on their property tax accounts due to Hudson County Tax Appeals; and

**WHEREAS**, the owner/entity acting on behalf of the owner has requested a refund due to the over payment; and;

**WHEREAS**, the Tax Collector would like to issue a tax refund to the individual/entity acting on behalf of the owner requesting the refund on the attached schedule and;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey, in the County of Hudson, state of New Jersey, that the refunds, as outlined on the attached schedule be issued, and the records of the Tax Collector's office be accordingly adjusted.

Voucher B092222 Total of Refund \$286,941.30

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Certification

Not Require

## WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
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**

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### **Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING REFUNDS DUE TO HUDSON COUNTY BOARD TAX APPEALS ON PROPERTY TAX ACCOUNTS.

### **Initiator**

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

### **Resolution Purpose**

REFUNDS DUE TO TAX APPEALS FILED WITH THE HUDSON COUNTY BOARD OF TAXATION ON PROPERTY TAX ACCOUNTS.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

Voucher No	Name	Address 1	Address 2	City	State	Zip	Principal	Total	Account No	Block	Lot	Qualifie	Property Location
1	B092222	MDF 189 NELSON AVE JC LLC	70 HUDSON STREET	HOBOKEN	NJ	07030	\$ 419.10	\$ 419.10	510909	303	4		189 NELSON AVE.
2	B092222	3695 KENNEDY, L.L.C.	1154 AVE C	BAYONNE	NJ	07002	\$ 3,856.90	\$ 3,856.90	136010	402	30		3695 KENNEDY BLVD.
3	B092222	ALTA CAPITAL, LLC	P. O. BOX 309	TEANECK	NJ	07666	\$ 11.00	\$ 11.00	509125	502	1	C0001	725-41 SECAUCUS RD.
4	B092222	ALTA CAPITAL, LLC	P. O. BOX 309	TEANECK	NJ	07666	\$ 268.92	\$ 268.92	509141	502	1	C0003	723 SECAUCUS RD.
5	B092222	HEIGHTS URBAN RENEWAL S	P. O. BOX 309	TEANECK	NJ	07666	\$ 10.94	\$ 10.94	509168	502	1	C0004	2 HAGUE ST.
6	B092222	37 HAGUE STREET	47 MILL ROAD	JERSEY CITY	NJ	07302	\$ 5,124.67	\$ 5,124.67	573115	503	1		37 HAGUE STREET
7	B092222	SALAMEH, WASIM	17 HAGUE STREET	JERSEY CITY	NJ	07307	\$ 1,569.84	\$ 1,569.84	107110	503	10		17 HAGUE ST.
8	B092222	573 CENTRAL, L.L.C.	1154 AVE C	BAYONNE	NJ	07002	\$ 7,795.63	\$ 7,795.63	107615	504	27		573 CENTRAL AVE.
9	B092222	50 GRACE, LLC	96 PARK STREET	MONTCLAIR	NJ	107771	\$ 6.91	\$ 6.91	107771	504	43		50 GRACE ST.
10	B092222	HAGUE STREET REALTY	47 MILL ROAD	JERSEY CITY	NJ	07302	\$ 4,120.27	\$ 4,120.27	135905	506	2		55 HAGUE ST.
11	B092222	BROWER REALTY C/O ZAMPE	P.O. BOX 736	ORADELL	NJ	07649	\$ 3,234.91	\$ 3,234.91	135855	506	6		1195 SUMMIT AVE.
12	B092222	TRATTLES, BRIAN & CHRISTI	621 LIBERTY AVE.	JERSEY CITY	NJ	07307	\$ 714.24	\$ 714.24	139758	602	38		621 LIBERTY AVE.
13	B092222	SAMSON, FORTUNATO R. & LU	615 LIBERTY AVE	JERSEY CITY	NJ	07307	\$ 735.07	\$ 735.07	139790	602	40		615 LIBERTY AVE.
14	B092222	PATEL ARCHANA J.	258 NORTH ST.	JERSEY CITY	NJ	07307	\$ 258.91	\$ 258.91	139311	603	65		258 NORTH ST.
15	B092222	3603 KENNEDY REALTY	47 MILL ROAD	JERSEY CITY	NJ	07302	\$ 5,463.94	\$ 5,463.94	573375	704	31		3603 KENNEDY BLVD.
16	B092222	551 CENTRAL, LLC	551 CENTRAL AVENUE	JERSEY CITY	NJ	07307	\$ 1,749.88	\$ 1,749.88	108654	803	21		551 CENTRAL AVE.
17	B092222	SELLITTO, JOSEPH G.	43 POPLAR STREET	JERSEY CITY	NJ	07307	\$ 931.49	\$ 931.49	630445	803	49		45 POPLAR ST.
18	B092222	1140 SUMMIT LLC.	19 DEERHILL DR.	HO-HO-KUS	NJ	07307	\$ 754.41	\$ 754.41	109108	803	51		1140 SUMMIT AVE.
19	B092222	NAZZAL, ABDEL KARIM & KHA	51 IRVING ST.	JERSEY CITY	NJ	07307	\$ 2,190.34	\$ 2,190.34	109538	804	1		51 IRVING ST.
20	B092222	519-523 CENTRAL AVENUE, L	10 UNDERWOOD PL, SUITE 15	CLIFTON	NJ	07013	\$ 2,838.36	\$ 2,838.36	109306	804	30		519-23 CENTRAL AVE.
21	B092222	63 POPLAR, L.L.C.	1154 AVE C	BAYONNE	NJ	07002	\$ 5,641.01	\$ 5,641.01	588320	806	8		1151 SUMMIT AVE.
22	B092222	SRESH, PRASAD & MHETRE, S	107-109 GRAHAM STREET	JERSEY CITY	NJ	07307	\$ 882.38	\$ 882.38	594425	1303	14		107-109 GRAHAM ST.
23	B092222	NASHED, EZZAT & YOUSEF, A	727 CHIMES RD.	PARAMUS	NJ	07652	\$ 364.56	\$ 364.56	110015	1505	14		117 NORTH ST.
24	B092222	ONG, WILLIAM	P.O. BOX 6378	JERSEY CITY	NJ	07306	\$ 148.80	\$ 148.80	110205	1505	47		38 GRAHAM ST.
25	B092222	SHAPIRO, ROBERT B	234-77TH ST	NO BERGEN	NJ	07047	\$ 2,281.10	\$ 2,281.10	111385	1507	20		453 CENTRAL AVE.
26	B092222	CENTRAL SUMMIT LLC	50 HARRISON ST. STE PH415	HOBOKEN	NJ	07030	\$ 4,606.84	\$ 4,606.84	111567	1507	23		447 CENTRAL AVE.
27	B092222	BADAWI, OSAMA & SAAD	69 PROSPECT STREET	JERSEY CITY	NJ	07307	\$ 232.87	\$ 232.87	144030	2005	4		143 BLEECKER ST.
28	B092222	FRANCESS, RAGAI R. & ELLEN	19 DEERHILL DR	HOBOKUS	NJ	07423	\$ 476.16	\$ 476.16	128868	2104	38		175 SOUTH ST.
29	B092222	PUNGOT, ANTONIO & LUZVIMI	105 BLEECKER ST.	JERSEY CITY	NJ	07307	\$ 858.58	\$ 858.58	129809	2105	12		105 BLEECKER ST.
30	B092222	ROBINSOAK PROPERTIES, L.L	541 42ND ST	UNION CITY	NJ	07087	\$ 247.01	\$ 247.01	413252	1601	8	C0101	504 CENTRAL AVE.
31	B092222	ROBINSOAK PROPERTIES, LLC	541 42ND ST	UNION CITY	NJ	07087	\$ 312.48	\$ 312.48	413278	1601	8	C0201	504 CENTRAL AVE.
32	B092222	ROBINS OAK PROP., LLC % ROB	541 42ND ST	UNION CITY	NJ	07087	\$ 287.18	\$ 287.18	413310	1601	8	C0401	504 CENTRAL AVE.
33	B092222	SHPA, LLC C/O SABER YASSA	601 79TH STREET	NORTH BERG	NJ	07047	\$ 3,699.17	\$ 3,699.17	593640	1704	20		601 PALISADE AVE.
34	B092222	NESHEIWAT, AKEF	6 PRESCOTT RD.	HO-HO-KUS	NJ	07423	\$ 681.50	\$ 681.50	129650	2105	32		202 SOUTH ST.
35	B092222	SAPUTO, SALVATORE	380 CENTRAL AVE.	JERSEY CITY	NJ	07307	\$ 1,730.71	\$ 1,730.71	96313	2201	5		382A CENTRAL AVE.
36	B092222	SAPUTO, SALVATORE	380 CENTRAL AVE.	JERSEY CITY	NJ	07307	\$ 889.82	\$ 889.82	96321	2201	6		384 CENTRAL AVE.
37	B092222	398 CENTRAL AVENUE, LLC	50 HARRISON ST STE PH415	HOBOKEN	NJ	07030	\$ 2,081.71	\$ 2,081.71	96362	2201	11		398 CENTRAL AVE.
38	B092222	MRL, INC.	2 LINCOLN ST.	JERSEY CITY	NJ	07307	\$ 1,312.42	\$ 1,312.42	573100	2202	8		448-450 CENTRAL AVE.
39	B092222	LIVINGSTON, ERNEST & NANC	464-470 CENTRAL AVE.	JERSEY CITY	NJ	07307	\$ 730.61	\$ 730.61	400903	2202	15	C0202	464-470 CENTRAL AVE.
40	B092222	TRINIDAD, JIM-EDUARD	247 OGDEN AVE. #1R	JERSEY CITY	NJ	07307	\$ 1,141.87	\$ 1,141.87	97543	2301	52		58 BOWERS ST.
41	B092222	TRINIDAD, JOSE	377 OGDEN AVE.	JERSEY CITY	NJ	07307	\$ 1,407.65	\$ 1,407.65	576135	2401	36		375 OGDEN AVE.
42	B092222	ENACHESCU, MIHAELA & SOO	349 OGDEN AVENUE	JERSEY CITY	NJ	07307	\$ 882.38	\$ 882.38	99721	2401	48		349 OGDEN AVE.
43	B092222	Lutz Law Group P/T/F	LINDA REALTY CORP	Passaic	NJ	07055	\$ 6,386.31	\$ 6,386.31	572905	8205	4		330-34 BALDWIN AVE.

121 Ridge Avenue

44	B092222	Zipp & Tannenbaum LLC I/T/F	SUMMIT AVENUE REALTY, LLC	280 Raritan Center Parkway	Edison	NJ 08837	\$ 2,795.35	\$ 2,795.35	315861	10704	18	381-383 SUMMIT AVE.
45	B092222	Zipp & Tannenbaum LLC I/T/F	3RD STREET REALTY, LLC	280 Raritan Center Parkway	Edison	NJ 08837	\$ 2,007.31	\$ 2,007.31	48751	11002	18	378 THIRD ST.
46	B092222	Zipp & Tannenbaum LLC I/T/F	56 COLES ST. LLC %JASCO MGMT. CORP.	280 Raritan Center Parkway	Edison	NJ 08837	\$ 1,235.04	\$ 1,235.04	30940	11104	2	56 COLES ST.
47	B092222	Zipp & Tannenbaum LLC I/T/F	ACADEMY ST. RLTY. % JASCO	280 Raritan Center Parkway	Edison	NJ 08837	\$ 4,525.01	\$ 4,525.01	572675	12301	9	170 ACADEMY ST
48	B092222	Lutz Law Group I/T/F	WU, RICHARD & FONG, LEI	121 Ridge Avenue	Passaic	NJ 07055	\$ 744.00	\$ 744.00	322321	13501	18	300 SUMMIT AVE.
49	B092222	Zipp & Tannenbaum LLC I/T/F	214-220 DUNCAN REALTY, %J	280 Raritan Center Parkway	Edison	NJ 08837	\$ 2,708.16	\$ 2,708.16	571840	14703	23	218-220 DUNCAN AVE.
50	B092222	Lutz Law Group I/T/F	CHEAN, KEVIN & KIM, SO-YE	121 Ridge Avenue	Passaic	NY 07055	\$ 691.92	\$ 691.92	325894	15004	27	106 STORMS AVE.
51	B092222	Skoloff\$Wolfe I/T/F	166 SUMMIT APARTMENTS LLC	293 Eisenhower Parkway	Livingston	NJ 07039	\$ 13,519.97	\$ 13,519.97	572725	15302	9	166 SUMMIT AVE.
52	B092222	Michael Schneck I/T/F	GRAND LHN II URBAN RENEWA	301 SOUTH Livingston Avenue ste. 105	Livingston	NJ 07039	\$ 155,346.90	\$ 155,346.90	612450	15906	5	225 GRAND ST.
53	B092222	Zipp & Tannenbaum LLC I/T/F	222 JEWETT REALTY, LLC	280 Raritan Center Parkway	Edison	NJ 08837	\$ 6,297.21	\$ 6,297.21	572105	16401	51	222 JEWETT AVE.
54	B092222	LEWIS, ERICKA	26 PARK ST.		JERSEY CITY	NJ 07304	\$ 764.83	\$ 764.83	334508	17003	10	26 PARK ST.
55	B092222	Lutz Law Group I/T/F	MARTIN, ROBERT & LARAINÉ	121 Ridge Avenue	Passaic	NJ 07055	\$ 1,392.77	\$ 1,392.77	336644	17906	5	540 BERGEN AVE.
56	B092222	Lutz Law Group I/T/F	MYRNA GIGI REALTY, LLC	121 Ridge Avenue	Passaic	NJ 07055	\$ 2,751.68	\$ 2,751.68	264671	18205	10	816 COMMUNIPAW AVE.
57	B092222	Lutz Law Group I/T/F	RAHAT REALTY CORP.	121 Ridge Avenue	Passaic	NJ 07055	\$ 2,840.59	\$ 2,840.59	293381	18302	28	190 CLINTON AVE.
58	B092222	Lutz Law Group I/T/F	45 CLENDENNY LLC.	121 Ridge Avenue	Passaic	NJ 07055	\$ 1,739.47	\$ 1,739.47	288969	19401	3	45 CLENDENNY AVE.
59	B092222	Lutz Law Group I/T/F	CHAIM RLTY.CORP./O J.LOP	121 Ridge Avenue	Passaic	NJ 07055	\$ 677.04	\$ 677.04	374215	20003	27	230 VAN HORNE ST.
60	B092222	Lutz Law Group I/T/F	GARCIA-TAYLOR,YINES	121 Ridge Avenue	Passaic	NJ 07055	\$ 1,111.53	\$ 1,111.53	373068	20301	1	338 COMMUNIPAW AVE.
61	B092222	DE FILIPPO, GARY	444 WEST SIDE AVE.		JERSEY CITY	NJ 07304	\$ 3,273.60	\$ 3,273.60	285361	20901	66	444 WEST SIDE AVE.
62	B092222	Lutz Law Group I/T/F	ASHARAMJI KRUPA LLC	121 Ridge Avenue	Passaic	NJ 07055	\$ 1,122.88	\$ 1,122.88	596130	22605	33	C8003 332 M.L. KING DRIVE
63	B092222	MATIAS, AURA	99 WILKINSON AVENUE		JERSEY CITY	NJ 07305	\$ 408.80	\$ 408.80	197616	23502	40	99 WILKINSON AVE.
64	B092222	Lutz Law Group I/T/F	NEW HEAVEN DAY CARE CENTE	121 Ridge Avenue	Passaic	NJ 07055	\$ 1,647.79	\$ 1,647.79	641970	24002	1	C8001 196 M.L. KING DRIVE

\$ 286,941.30 \$ 286,941.30

TAX APPEALS TAX APPEALS  
18-01-205-55- 18-01-205-55-000-000

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

City Clerk File No. Res. 19-180

Agenda No. 10.C

Approved: MAR 13 2019

TITLE:



## A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

**WHEREAS**, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

**WHEREAS**, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

**WHEREAS**, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one resident from each of the six (6) Wards of Jersey City; and

**WHEREAS**, Councilman Richard Boggiano has appointed Susan Loricchio, a Jersey City resident from Ward C, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

**WHEREAS**, the members of the Council have reviewed the resume of Susan Loricchio and consider her qualified to serve as a member of the Committee.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Susan Loricchio, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

3/5/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator  
Acting

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	DISSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	DISSENT			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**

**A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE  
COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND**

**Initiator**

Department/Division	Council member	
Name/Title	Richard Boggiano	Councilman
Phone/email	201-547-5159	RBoggiano@icnj.org

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

**Resolution Purpose**

This purpose of this resolution is to appoint Susan Loricchio, a Jersey City resident from Ward C, to the Community Advisory Board.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Richard Boggiano**  
**Councilman, Ward C**

March 5, 2019

**Date**

# S U S A N L O R I C C H I O

370 Seventh Street \* Jersey City, NJ 07302 \* 201-306-2550 \* skyvisions@hotmail.com

**Objective**      **Position: Operations Controller II**

**Training**      **Aircraft Dispatcher, FlightSafety, International, La Guardia Airport, New York**  
*Aircraft Dispatcher 240hr Initial Training*      FAA Certificate: March 2009  
Federal Aviation Regulations; Meteorology; interpreting weather and aviation weather reports; Air Traffic Control procedures; aircraft weight and balance, performance, and systems; the use of operational manuals; practical dispatcher flight planning, weather evaluation, MEL/CDL and assisting a flight under emergency procedures; international procedures: ETOPS, MNPS, RVSM and NAT Operations

**Professional:**      **Air Power Advocate, Air Force Association, East Coast 2011- present**  
Advocates for the advancement of USAF Air Power, incl. global mission operations, informing government officials on necessities to maintain air dominance; incl. Board Member on AFA Advisory Board to Mitchell Institute for Aerospace Studies  
  
**Consultant, Hi-Tec Systems, FAA Wm. Hughes Tech. Ctr., Atlantic City 2016-present**  
Pilot participant in fast-paced simulated flight scenarios/studies, improving safety/training testing wx products, symbology, human behavior, and key decision making under pressure

**Program Director, Holy Family Church, Nutley, NJ 2/2000 to present**  
Creates/coordinates music program for 3800 family community, incl. budgeting, scheduling/training participants; performing programs for large congregation

**Coordinator, Lockheed Martin F22 /F35 Sim Demonstration, Arlington, VA 2010-2017**  
Organized pilot groups for F22/F35 demonstrators at Lockheed Martin Fighter Demonstrator Center; arranged LM personnel to brief NYC area aviation community and officials on the importance of the F35 (5<sup>th</sup> gen.) Joint Strike Fighter Program

**Vice President- Government Relation, State of NJ, Air Force Association 2011-2015**  
Informed Federal and State officials on AFA's mission and objectives; provides support on Air Power issues, through op eds and speaking engagements

**Aviation Coordinator, AMELIA-FOX SEARCHLIGHT, Essex County Airport, NJ 2009**  
Initiated/coordinated aviation logistics for Fox Searchlight's press conference, with actress Hilary Swank and Lockheed 12 Electra Jr., for *AMELIA*, the motion picture

**Regional Coordinator, "FLYBOYS NIGHT OUT" New York Metro Area 2006**  
Conceived promo event for MGM's release of *FLYBOYS*, w/ film director, Tony Bill, & PR team. "*FLYBOYS NIGHT OUT*" took place in theatres nationwide & Australia

**Coordinator, Lincoln Park Airport Open House, Lincoln Park, NJ 2006**  
Engaged *SpaceShipOne's* civilian astronaut, Brian Binnie, winner of the \$10 million *Ansari X Prize*, as featured guest speaker to hundreds of pilots and the general public

**East Coast Coordinator, FLIGHT ACROSS AMERICA - 2002**  
Organized events/accommodations - NY Metro area, 1st anniversary, aviation tribute, 9/11 victims of the WTC tragedy; 52 GA aircraft, one from ea. State, DC, flew their state flags, in an "Honor Flight" down the Hudson River, past Ground Zero; ceremony on the Intrepid Sea, Air and Space Museum followed

# S U S A N L O R I C C H I O

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- Education**      **The Hartt School, *University of Hartford, West Hartford, CT***  
Bachelor of Music, Piano Performance, 1979
- Westminster Choir College, *Princeton, NJ***  
Completed several graduate courses vocal performance/pedagogy, 1998-1999
- School of the Visual Arts, *New York, NY***  
Completed video production course in directing, editing, and use of equipment – 1989
- Awards**            **North Jersey Chapter of The 99s Dodie Riach Scholarship 2015**  
Towards Flight Training – Instrument Rating/Advanced Ground Instr. Instructor Cert.
- Exceptional Service Award – Air Force Association 2014**  
Regional recognition for exceptional service to the organization
- Medal of Merit – Air Force Association 2013**  
Regional recognition for outstanding service to the organization
- The "99's" President's Award 2010**  
International award, chosen from over 5,000 women pilots worldwide for above & beyond service to the organization
- Certificate of Honor - National Aeronautic Association 2002**  
FLIGHT ACROSS AMERICA Team Member: East Coast Coordinator
- Congressional Record 1998**  
Columbus Day Honoree, Hudson County, NJ
- Affiliations**      Air Force Association 2009 - present  
Aircraft Owners & Pilots Assoc. - Airport Support Network liaison EWR 2008-present  
National Aeronautic Association 2002- present  
The Ninety-Nines, Inc. International Organization of Women Pilots 1992-present
- Miscellaneous**    Obtained *Private Pilot Certificate* - Single Engine Land  
Obtained *Aircraft Dispatcher Certificate*  
Obtained *sUAS Certificate*  
Achieved FAA's Safety Program - *Wings Level IX* (previous program) *Wings II* (new)  
Notary Public
- E mail:**            [skyvisions@hotmail.com](mailto:skyvisions@hotmail.com)



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

City Clerk File No. Res. 19-181

Agenda No. 10.D

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2019 GRANT

**COUNCIL**  
following resolution.

Offered and moved adoption of the

**WHEREAS**, distracted driving is a danger on our roadways and is an irresponsible act that can end a life within a matter of seconds due to a simple text or phone call; and

**WHEREAS**, the New Jersey Division of Highway Traffic Safety has recognized there is a need to deter and enforce distracted driving; and

**WHEREAS**, the Jersey City Police Department desires to apply for this grant being offered in the amount of **\$5,500** to be utilized for traffic enforcement overtime during the Distracted Driving 2019 Statewide Crackdown time period from **April 1-21, 2019**; and

**WHEREAS**, police overtime will be utilized to conduct traffic enforcement for distracted driving violations including texting and cell phone use; and

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

1. The City of Jersey City is authorized to submit an application to the New Jersey Department of Law and Public Safety, the New Jersey Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for traffic enforcement overtime focusing on distracted driving.

APPROVED:

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
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 A GRANT APPLICATION TO THE NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY  
TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2019 GRANT**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

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

**Contract Purpose**

The Jersey City Police Department has received an invitation to apply for the Distracted Driving 2019 Grant funded by the New Jersey Division of Highway Traffic Safety. The Jersey City Police Department would like to apply for the proposed grant award in the amount of \$5,500. If awarded, the Police Department will conduct overtime traffic enforcement for distracted driving which includes texting and/or talking on a cell phone while driving.

**Cost (Identify all sources and amounts)**

Grant Funds

**Contract term (include all proposed renewals)**

April 1 – 21, 2019

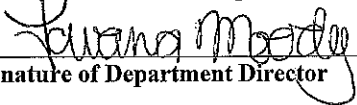
Type of award    State Grant

If "Other Exception", enter type

**Additional Information**

Not Applicable

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/19/19  
Date



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF HIGHWAY TRAFFIC SAFETY

PO Box 048  
TRENTON, NJ 08625-0048

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

GURBIR S. GREWAL  
Attorney General

Distracted Driving 2019 Statewide Crackdown Grant

February 4, 2019

Dear Chief:

I am pleased to offer your department the opportunity to participate in our upcoming Distracted Driving Crackdown grant program. The Division of Highway Traffic Safety is prepared to offer your agency \$5,500 in overtime enforcement grant funding, to be utilized during the Distracted Driving 2019 Statewide Crackdown from April 1-21, 2019.

If you choose to accept this invitation, you will submit your grant application on-line through the SAGE e-grant system. Detailed instructions follow. Please read the instructions carefully. The application for this grant will be available in SAGE beginning February 4, 2019 and must be submitted to NJDHTS by March 15, 2019.

When you access the grant application in SAGE, please familiarize yourself with the Project Methodology, as you will be expected to adhere to all components of it. This is a reimbursement grant, meaning your agency will incur the costs and then submit documentation to the Division, also through the SAGE system, to be reimbursed. The maximum hourly rate that will be reimbursed for the enforcement overtime is \$55 per hour.

After you have submitted your completed application through SAGE, you will be notified of your approval through SAGE, as well. No written approvals will be sent out. Please be advised that submitting your application does not guarantee that you will get the grant, as the overall level of available funding for the campaign has not yet been determined.

If you have any questions, please call me at (609) 376-9706.

Sincerely,

*Bob Gaydos*

Bob Gaydos  
North Region Supervisor



TEL: (609) 633-9300 (800) 422-3750 FAX: (609) 633-9020  
[www.njsaferoads.com](http://www.njsaferoads.com)





## VERN XIONG

(651) 269-3001 (C) • VERN.XIONG@CIVITASSC.COM

Vern is a Research Assistant for Civitas. Civitas works with public, nonprofit and private organizations throughout the United States in the areas of community economic development and urban revitalization planning.

### **WORK EXPERIENCE**

---

May 2014 – Current	Civitas, LLC	St. Paul, MN
<i>Research Assistant</i>		
April 2002 – December 2012	Lao Family Community of Minnesota	St. Paul, MN
<i>Youth and Family Program Manager</i>		
March 2001 – March 2002	One Source Supply, Inc.	Warrenville, IL
<i>Urban Planning Intern</i>		

### **EDUCATION**

---

Greenville, College	Greenville, IL
<i>Bachelors of Art 1999</i>	
Fort Hays State University	Online
<i>Certificate in Grant Proposal Writing 2012</i>	

### **MEMBERSHIPS & PROFESSIONAL TRAINING**

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- Board of Directors, Overseas Tribal Services Minnesota Chapter
- Board of Directors, Star Lake Wilderness Camp (2001-2005)

### **REFERENCES**

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Available upon request.

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

City Clerk File No. Res. 19-182

Agenda No. 10.E

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF NEW JERSEY OFFICE OF LOCAL PUBLIC HEALTH

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the New Jersey Department of Health's Office of Local Public Health (OLPH) is dedicated to preventing the spread of disease and promoting healthy behaviors in communities; and

**WHEREAS**, the OLPH awards grants annually to local health departments to help decrease the incidence of diseases; and

**WHEREAS**, the City of Jersey City Department of Health and Human Services ("City") has been awarded \$55,000 from the OLPH to fund the Preventative Medicine division of the City Clinic for 2019;

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

1. the Mayor is hereby authorized to execute an agreement and any amendment thereto with the State of New Jersey, Department of Health Office of Local Public Health;
2. the City agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project; and,
3. this resolution shall take effect immediately.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF NEW JERSEY OFFICE OF LOCAL PUBLIC HEALTH**

**Project Manager**

Department/Division	Health & Human Services	Clinical Division
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@cnj.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 accepts a grant from the NJDOH Office of Local Public Health. The grant is to be used in the Preventative Medicine Clinic for testing and treatment of Syphilis, Gonorrhea, and Chlamydia.

**Cost (Identify all sources and amounts)**

Grant Award: \$55,000

**Contract term (include all proposed renewals)**

January 1, 2019 through September 30, 2019

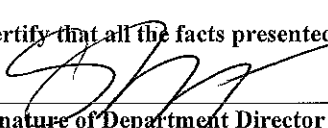
**Type of award**

Grant awards

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

OLPH19OSP003  
Jersey City  
Notice of Grant Award

1. Date Issued  
2/27/2019  
2. Supersedes Award Notice  
Dated

**State of New Jersey  
Department of Health  
Grant Agreement**

3a. Grant Award No.  
OLPH19OSP003  
3b. Amendment No.  
0

4. Title of Grant Award  
OLPH STD Program 2019

5a. Project Period (Mo./Day/Yr.)  
From: 1/1/2019 Through: 9/30/2019

5b. Budget Period (Mo./Day/Yr.)  
From: 1/1/2019 Through: 9/30/2019

6a. Grantee Name and Address  
Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302-3610

7. Award Computation for Budget Period  
a. Amount of Financial Assistance \$55,000  
b. Less Unobligated Balance from  
Prior Budget Periods  
c. Less Cumulative Prior Award(s)  
this Budget Period  
d. AMOUNT of this ACTION \$55,000

6b. Grantee Vendor ID No.  
226002013-00

8a. Total Grant Funds Awarded to Date for  
Project Period  
\$55,000

6c. Grantee DUNS No.  
831438275

8b. Source of Grant Funds  
[Click Here to View](#)

6d. Grantee Project Director  
Stacey Flanagan  
Director of HHS

9. Department Officers

10a. Nature or purpose of program to be funded.  
19PHW SYP - Syphilis: To decrease incidence of syphilis.  
19PHW GON - Gonorrhea: To decrease incidence of gonorrhea.  
19PHW CHL - Chlamydia: To decrease incidence of chlamydia.

10b. This Grant is subject to the terms and conditions incorporated either directly  
or by reference in the following:  
Attachment A - Additional Grant Provisions  
Attachment B - Approved Budget  
Attachment C - Program Specifications  
Acceptance of the grant terms and conditions is acknowledged by the grantee when  
funds are obtained from the grant payment system.

11. Remarks

12. Department Signatures

Division or Commission:

Department Grant Approval Officer:

By: Christopher Neuwirth  
Title: Assistant Commissioner, Public Health  
Infrastructure, Laboratories, & Emergency  
Preparedness  
Date: 2/26/2019  
Contact: (609) 633-8350

By: Robert Apgar  
Title: Department Grant Approval Officer  
Date: 2/27/2019  
Contact: (609) 633-3916

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

City Clerk File No. Res. 19-183

Agenda No. 10.F

Approved: MAR 13 2019

TITLE:



## **RESOLUTION ACCEPTING THE HUDSON REGIONAL HEALTH COMMISSION'S 2019 ASSESSMENT TO THE CITY OF JERSEY CITY TO PROVIDE A BROAD RANGE OF ENVIRONMENTAL HEALTH SERVICES PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT**

### **COUNCIL**

Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, in 1970 the of City of Jersey City ("City") and eleven other municipalities in Hudson County formed the Hudson Regional Health Commission ("HRHC") to control air-pollution within Hudson County, as set forth in the resolution and agreement attached hereto as Exhibit A; and

**WHEREAS**, the HRHC is authorized to prepare an annual budget proposal and distribute residual program costs among municipalities, and each year HRHC assesses the cost of providing a broad range of environmental health services to each of the participating municipalities; and

**WHEREAS**, the HRHC has provided the City its Municipal Assessment for 2019 in the amount of \$87,944.00, Exhibit B attached hereto; and

**WHEREAS**, the services provided by HRHC conform to regulations issued by the New Jersey Department of Environmental Protection under the authority of the County Environmental Health Act, N.J.S.A. 26:3A2-21 et seq.;

**WHEREAS**, the HRHC does provide the following services and activities for the City:

1. Air Pollution Control which includes enforcement of state and local codes and response to citizen complaints and air emergencies;
2. Noise Control Program which includes enforcement of the state model noise control code;
3. Hazardous Substance Control Emergency -Response Program which includes field investigation and inspection of underground tank systems;
4. Water Pollution Control which includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping;
5. Solid Waste Control which includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping;
6. Right-To-Know Program which enforces County Right-To-Know Program for industrial buildings in Jersey City; and
7. Lead Inspection Services which enforces Regional Environmental Health as recommended by CDC guidelines.

**WHEREAS**, the Jersey City Health Officer recommends that the City of Jersey City approve the HRHC's proposal to provide environmental health services in Jersey City for calendar year 2019 in the amount of \$87,944.00 dollars; and

**WHEREAS**, the sum of five thousand dollars (\$5,000.00) is available in DH&HS Health Division Operating Current Fund Account No. 01-201-27-331-314 and the remaining funds will be made available in the 2019 temporary and/or permanent budgets.



TITLE:

**RESOLUTION ACCEPTING THE HUDSON REGIONAL HEALTH COMMISSION'S 2019 ASSESSMENT TO THE CITY OF JERSEY CITY TO PROVIDE A BROAD RANGE OF ENVIRONMENTAL HEALTH SERVICES PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT**

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

1. The 2018 assessment in an amount not to exceed \$87,944.00 is accepted from the Hudson Regional Health Commission ("HRHC") to provide environmental health services in Jersey City in accordance with aforementioned resolution and agreement and in consultation with the Jersey City Health Officer;
2. The HRHC shall not provide any services in Jersey City unless:
  - a. the Jersey City Health Office approves the provision of such service(s);
  - b. the City Council appropriates the necessary funds to pay for the cost of such service(s);
3. The HRHC is authorized to continue to provide environmental health services in Jersey City in accordance with aforementioned resolution and agreement;
4. The HRHC assessment is for a one year term effective as of January 1, 2019 through December 31, 2019;
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 2019 fiscal year permanent budget.

I, Elizabeth Castillo Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in DH&HS Health Division Account No. 01-201-27-331-314.

PO # 132737

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED

7-0

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE**

3.13.19

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 ACCEPTING THE HUDSON REGIONAL HEALTH COMMISSION'S 2019 ASSESSMENT TO THE CITY OF JERSEY CITY TO PROVIDE A BROAD RANGE OF ENVIRONMENTAL HEALTH SERVICES PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT**

### **Project Manager**

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

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

Hudson Regional Health Commission will continue to provide services and activities for the City of Jersey city for Air Pollution Control, Noise Control, Hazardous Substance Control, Emergency Response, Water Pollution Control, Solid Waste Control, Right-To-Know Program and Lead Inspection Services.

### **Cost (Identify all sources and amounts)**

City DHHS Health Division Operating  
Current Fund account \$87,944.00

### **Contract term (include all proposed renewals)**

January 1, 2019 through December 31, 2019

### **Type of award**

Other Exception

### **If "Other Exception", enter type**

Pursuant to N.J.S.A. Title 26:3A2-2I

### **Additional Information**

Pursuant to N.J.S.A. Title 26:3A2-2I et al. "The County Environmental Health Act," each County must establish an equivalent of a Dept. Of Environmental Protection and Energy office. This commission must provide air, noise, and water pollution control programs

**I certify that all the facts presented herein are accurate.**

  
Signature of Department Director

  
Date

**HUDSON REGIONAL HEALTH COMMISSION  
MEADOWVIEW COMPLEX  
595 COUNTY AVENUE, BUILDING 1, SECAUCUS, NEW JERSEY 07094  
TEL. (201) 223-1133 FAX (201) 223-0122**

**John P. Sarnas, President**

**Carrie Nawrocki, MPH, HO  
Executive Director  
Epidemiologist**

**City of Jersey City  
Health Division  
199 Summit Avenue  
Jersey City, NJ 07304**

**MUNICIPAL ASSESSMENTS**

The CY 2019 assessment for the City of Jersey City is: \$87,944.00.

Your quarterly payments will be \$21,986.00.

Any further questions don't hesitate to contact our office at the telephone number and address above.

Thank you,



**Carrie Nawrocki  
Executive Director**

**January 25, 2019**

**"SERVING BAYONNE, EAST NEWARK, GUTTENBERG, HARRISON, HOBOKEN,  
JERSEY CITY, KEARNY, NORTH BERGEN, SECAUCUS,  
UNION CITY, WEEHAWKEN, WEST NEW YORK."**

Joint Agreement For Establishment Of  
Hudson Municipal Air Pollution Commission

This Joint Agreement entered into this 25th day of NOV., 1970 by, between and among, the several independent municipalities of the County of Hudson.

All being contiguous municipalities in the County of Hudson and the State of New Jersey (hereinafter referred to as participating municipalities).

WHEREAS, atmospheric air is a limited resource which is affected by the discharge of waste products such as smoke, soot, dust, ashes, fumes, mist, vapors, gases, odors and other contaminants which can adversely affect the comfort, health, safety and well being of human beings, and can result in nuisance and damage to property; and

WHEREAS, it is desirable to prevent the use of the atmosphere as a receptor of waste thereby adversely affecting persons and property; and

WHEREAS, it is the desire of the participating municipalities to form the "Hudson Municipal Air Pollution Commission" pursuant to N.J.S. 26:3-83 to 91.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained, the participating municipalities do hereby agree that:

1. ESTABLISHMENT: The "Hudson Municipal Air Pollution Commission" is hereby established pursuant to N.J.S. 26:3-83 to 91.

2. PURPOSES: The purposes of the Commission shall be; (a) Establishment of regional Air Pollution Control Department and the promulgation of administrative employment and operational policies with regard thereto; (b) Formulation of proposed Ordinances or Codes for the control of air pollution, and amendments thereto, for consideration by member municipalities; (c) Establishment of Commission Offices; (d) Preparation of annual proposed budget and of proposed distribution of the expenses relating thereto among member municipalities; and (e) To carry out other activities designed to reduce, prevent or eliminate air pollution; (f) To adopt, on the date first above written, the attached Model Ordinance establishing an Air Pollution Control Code.

3. REPRESENTATION: (a) Each participating municipality shall be represented on the Commission by two (2) Commissioners:

One shall be the Licensed Health Officer of the participating municipality, or if there be no Licensed Health Officer, such person as designated by the Board of Health, or the Governing Body acting as the Board of Health; and

One shall be a member of the Board of Health of the participating municipality, or such person designated by the Governing Body acting as the Board of Health.

(b) Except that if more than seven (7) municipalities participate, each participating municipality shall be represented on the Commission by one (1) Commissioner, who shall be the Licensed Health Officer of the participating municipality, or if there be no Licensed Health Officer, such person as designated by the Board of Health, or the Governing Body acting as the Board of Health.

4. BYLAWS: The Commission shall adopt and may from time to time amend by-laws.

5. COST DISTRIBUTION: The base budget of the Commission shall be divided among the participating municipalities on the bases of the percent that the participating municipalities population shall bear to the combined population of all participating municipalities.

Population figures set forth in the most recent estimate by the New Jersey State Department of Health shall be used for the purpose of this section.

The contribution for each participating municipality shall be due and payable to the Commission prior to the beginning of the fiscal year for which the contribution is made.

6. EFFECTIVE DATE: This Joint Agreement shall become effective upon its execution by all of the participating municipalities.

7. TERM: This Joint Agreement shall continue for an indefinite term unless terminated by the withdrawal of a participating municipality, which may be done only on the first day of the Commission fiscal year and provided that a certified copy of a duly adopted resolution giving notice thereof is delivered to the President and Secretary to the Commission by the withdrawing participating municipality at least one (1) year prior thereto.

8. ADDITIONAL PARTICIPATING MUNICIPALITIES: This Joint Agreement may be amended from time to time to provide for additional participating municipalities provided that at all times every participating municipality shall be contiguous to at least one other participating municipality.

9. AMENDMENTS: This Joint Agreement may be amended only by an instrument in writing and executed by all participating municipalities.

10. BINDING EFFECT: This Joint Agreement shall extend to and bind the successors and assigns of the parties hereto and the parties hereto do hereby expressly intend to be legally bound thereby.

11. Nothing herein shall in any way be construed to limit the powers of the individual municipalities to adopt Air Pollution Ordinances more stringent than those in the attached code.

IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST:

*Franz J. Hanna*  
CITY CLERK

TOWNSHIP OF WEEHAWKEN

*Stanley D. Iacono*  
BY: Stanley D. Iacono  
Mayor of Weehawken

CITY OF UNION CITY

*James E. Lagomarsino*  
BY: James E. Lagomarsino,  
Commissioner  
Public Affairs

*John Connors*  
Deputy Municipal Clerk  
Weehawken, N.J.

IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST:

Charles A. Sarley

TOWN OF HARRISON

BY: Arnold A. Saporito  
Arnold A. Saporito  
Health Officer, Town of Harrison

ATTEST:

Francis Fitzpatrick

CITY OF BAYONNE

BY: Francis Fitzpatrick  
Francis Fitzpatrick  
Mayor, City of Bayonne

ATTEST:

Stewart C. Litcher

TOWN OF KEARNY

BY: Anthony J. Cavalier  
Anthony J. Cavalier  
Mayor, Town of Kearny

ATTEST:

Marion E. Glendinning  
Deputy Town Clerk

TOWN OF GUTTENBERG

BY: Herman G. Klein  
Herman G. Klein  
Mayor, Town of Guttenberg

IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST:

CITY OF HOBOKEN

Arthur J. Burkhardt  
Arthur J. Burkhardt  
Secretary, Board of Health

Vincent Pagnotta  
Vincent Pagnotta  
President, Board of Health

Theodore A. Nashman  
Theodore A. Nashman, Clerk to the Board



IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST: Frank Bernhardt  
NOTARY PUBLIC OF NEW JERSEY  
My Commission expires Dec. 2, 1970

TOWN OF SECAUCUS

BY: Paul Amico  
Paul Amico  
Mayor, Town of Secaucus

ATTEST: Lillian J. Michaelis  
NOTARY PUBLIC  
LILLIAN J. MICHAELIS  
My Commission Expires November 24, 1972

TOWN OF WEST NEW YORK

BY: John R. Armellino  
John R. Armellino  
Mayor, Town of West New York

ATTEST:

Robert J. Kunkley  
Township Clerk

TOWNSHIP OF NORTH BERGEN

BY: Charles J. Weaver  
Charles J. Weaver  
Commissioner of Public Affairs,  
Township of North Bergen

ATTEST:

Thomas J. Whalen  
City Clerk

CITY OF JERSEY CITY

BY: Thomas J. Whalen  
Thomas J. Whalen  
Mayor, City of Jersey City

APPROVED AS TO LEGAL FORM

James S. Ryan  
Corporation Counsel

9.P. Jersey City  
RESOLUTION

COUNCILMAN *Thornton*  
resolution:

offered, and moved adoption of the following

WHEREAS THE JOINT AGREEMENT FOR THE ESTABLISHMENT OF THE HUDSON MUNICIPAL AIR POLLUTION COMMISSION WAS ENTERED INTO THE 25TH DAY OF NOVEMBER 1970 BY, BETWEEN AND AMONG:

CITY OF BAYONNE  
BOROUGH OF EAST NEWARK  
TOWNSHIP OF GUTTENBERG  
TOWN OF HARRISON  
CITY OF HOBOKEN  
CITY OF JERSEY CITY  
TOWN OF KEARNY  
TOWNSHIP OF NORTH BERGEN  
TOWN OF SECAUCUS  
CITY OF UNION CITY  
TOWNSHIP OF WEEHAWKEN  
TOWN OF WEST NEW YORK

WHEREAS THE NEW JERSEY LEGISLATURE AMENDED ARTICLE 6, REGIONAL COMMISSIONS, NEW JERSEY STATUTE TITLE 26 UNDER WHICH THE HUDSON MUNICIPAL AIR POLLUTION COMMISSION WAS FORMED

WHEREAS IT IS THE DESIRE OF THE PARTICIPATING MUNICIPALITIES TO CONFORM TO THE AMENDED NEW JERSEY STATUTE 26:3-83 TO 94.

THEREFORE, IT IS HEREBY RESOLVED TO AMEND THIS SAID JOINT AGREEMENT AS FOLLOWS:

1. TITLE OF SAID JOINT AGREEMENT IS REVISED AND AMENDED TO READ AS FOLLOWS: "JOINT AGREEMENT FOR ESTABLISHMENT OF A REGIONAL HEALTH COMMISSION".

2. PARAGRAPH 5 IS HEREBY AMENDED TO READ, "WHEREAS IT IS THE DESIRE OF THE PARTICIPATING MUNICIPALITIES TO FORM A REGIONAL HEALTH COMMISSION PURSUANT TO NEW JERSEY STATUTE 26:3-83 TO 94.

3. ARTICLE 1, ESTABLISHMENT, IS HEREBY AMENDED TO READ, "THE HUDSON REGIONAL HEALTH COMMISSION IS HEREBY ESTABLISHED PURSUANT TO NEW JERSEY STATUTE 26:3-83 TO 94".

4. ARTICLE 2, PURPOSES, IS HEREBY AMENDED TO READ AS FOLLOWS: "THE PURPOSES OF THE COMMISSION SHALL BE:

- A. ESTABLISHMENT OF A REGIONAL AIR POLLUTION CONTROL DEPARTMENT  
(1) PROMULGATION OF ADMINISTRATIVE EMPLOYMENT AND OPERATIONAL POLICIES WITH REGARD THERETO

(2) FORMULATION OF ORDINANCES OR CODES FOR THE CONTROL OF AIR POLLUTION AND THE REPEAL OR AMENDMENT OF ORDINANCES OR CODES IN AND FOR EACH PARTICIPATING MUNICIPALITY AND ON BEHALF OF THE REGIONAL HEALTH COMMISSION.

(3) ESTABLISHMENT OF COMMISSION OFFICES.

(4) PREPARATION OF ANNUAL PROPOSED BUDGET AND THE DISTRIBUTION OF EXPENSES RELATING THERETO AMONG MEMBER MUNICIPALITIES.

(5) TO CARRY OUT OTHER ACTIVITIES DESIGNED TO REDUCE, PREVENT OR ELIMINATE AIR POLLUTION.

B. DEVELOPMENT OF OTHER REGIONAL HEALTH SERVICES

(1) OTHER HEALTH SERVICES WHICH LEND THEMSELVES TO A REGIONAL APPROACH MAY BE AUTHORIZED AND ESTABLISHED BY THE COMMISSION ONLY BY RESOLUTION OF THE INTERESTED PARTICIPATING MUNICIPALITIES.

(2) RESOLUTIONS AUTHORIZING THE ESTABLISHMENT OF OTHER HEALTH SERVICES BY THE REGIONAL HEALTH COMMISSION SHALL DEFINE THE SERVICE TO BE RENDERED AND THE METHOD OF COST DISTRIBUTION AND ANY OTHER TERMS AND CONDITIONS PERTINENT OR RELATING TO THAT SERVICE.

(3) THE REGIONAL HEALTH COMMISSION, UPON RECEIPT OF THE MUNICIPAL RESOLUTIONS, SHALL ESTABLISH THE ADMINISTRATIVE AND OPERATIONAL POLICIES NEEDED FOR THE SERVICE, EMPLOY STAFF, ESTABLISH OFFICE FACILITIES, PREPARE AN ANNUAL BUDGET AND UTILIZE ANY AND ALL AUTHORITY VESTED UNDER ARTICLE 6, REGIONAL HEALTH COMMISSION NEW JERSEY STATUTE 26:3-83 TO 94 TO PROVIDE THE AUTHORIZED SERVICE.

5. ARTICLE 3, COST DISTRIBUTION. THE TITLE OF THIS ARTICLE SHALL BE AMENDED TO READ AS FOLLOWS: "5. COST DISTRIBUTION (APPLICABLE FOR REGIONAL AIR POLLUTION SERVICES ONLY)".

1 THE STATE OF NOW, THEREFORE, BE IT RESOLVED BY THE JERSEY CITY MUNICIPAL COUNCIL, OF  
NEW JERSEY THAT THE MAYOR <sup>OR BUSINESS ADMINISTRATOR</sup> BE AND IS HEREBY DIRECTED TO EXECUTE THE REVISED  
JOINT AGREEMENT, COPY OF WHICH IS APPENDED HERETO.

CERTIFIED to be a true copy of  
RESOLUTION adopted by the  
Municipal Council of the City of  
Jersey City at its meeting of

SEP 8 1974  
Thomas F. X. [Signature]  
City Clerk

APPROVED AS TO LEGAL FORM  
[Signature]  
Assistant Corporation Counsel

[Signature]  
[Signature]

99

JOINT AGREEMENT FOR ESTABLISHMENT OF  
A REGIONAL HEALTH COMMISSION

THIS JOINT AGREEMENT ENTERED INTO THIS      DAY OF      BY,  
BETWEEN AND AMONG, THE SEVERAL INDEPENDENT MUNICIPALITIES OF THE  
COUNTY OF HUDSON.

ALL BEING CONTIGUOUS MUNICIPALITIES IN THE COUNTY OF HUDSON AND  
THE STATE OF NEW JERSEY (HEREINAFTER REFERRED TO AS PARTICIPATING  
MUNICIPALITIES).

WHEREAS, ATMOSPHERIC AIR IS A LIMITED RESOURCE WHICH IS AFFECTED  
BY THE DISCHARGE OF WASTE PRODUCTS SUCH AS SMOKE, SOOT, DUST, ASHES,  
FUMES, MIST, VAPORS, GASES, ODORS AND OTHER CONTAMINANTS WHICH CAN  
ADVERSELY AFFECT THE COMFORT, HEALTH, SAFETY AND WELL BEING OF  
HUMAN BEINGS, AND CAN RESULT IN NUISANCE AND DAMAGE TO PROPERTY;  
AND

WHEREAS, IT IS THE DESIRE OF THE PARTICIPATING MUNICIPALITIES TO  
FORM "A REGIONAL HEALTH COMMISSION" PURSUANT TO N.J.S. 26:3-83  
TO 94

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL TERMS,  
COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTICIPATING  
MUNICIPALITIES DO HEREBY AGREE THAT:

1. ESTABLISHMENT: THE "REGIONAL HEALTH COMMISSION" IS HEREBY  
ESTABLISHED PURSUANT TO N.J.S. 26:3-83 TO 94.
2. PURPOSES: THE PURPOSES OF THE COMMISSION SHALL BE:
  - A. ESTABLISHMENT OF A REGIONAL AIR POLLUTION CONTROL DEPARTMENT
    - (1) PROMULGATION OF ADMINISTRATIVE EMPLOYMENT AND OPERATIONAL  
POLICIES WITH REGARD THERETO
    - (2) FORMULATION OF ORDINANCES, OR CODES FOR THE CONTROL OF AIR  
POLLUTION AND THE REPEAL OR AMENDMENT OF ORDINANCES OR  
CODES IN AND FOR EACH PARTICIPATING MUNICIPALITY AND ON  
BEHALF OF THE REGIONAL HEALTH COMMISSION.

- 99
- (3) ESTABLISHMENT OF COMMISSION OFFICES
  - (4) PREPARATION OF ANNUAL PROPOSED BUDGET AND THE DISTRIBUTION OF EXPENSES RELATING THERETO AMONG MEMBER MUNICIPALITIES.
  - (5) TO CARRY OUT OTHER ACTIVITIES DESIGNED TO REDUCE, PREVENT OR ELIMINATE AIR POLLUTION.

#### DEVELOPMENT OF OTHER REGIONAL HEALTH SERVICES

- (1) OTHER HEALTH SERVICES WHICH LEND THEMSELVES TO A REGIONAL APPROACH MAY BE AUTHORIZED AND ESTABLISHED BY THE COMMISSION ONLY BY RESOLUTION OF THE INTERESTED PARTICIPATING MUNICIPALITIES.
- (2) RESOLUTIONS AUTHORIZING THE ESTABLISHMENT OF OTHER HEALTH SERVICES BY THE REGIONAL HEALTH COMMISSION SHALL DEFINE THE SERVICE TO BE RENDERED AND THE METHOD OF COST DISTRIBUTION AND ANY OTHER TERMS AND CONDITONS PERTINENT OR RELATING TO THAT SERVICE.
- (3) THE REGIONAL HEALTH COMMISSION, UPON RECEIPT OF THE MUNICIPAL RESOLUTIONS, SHALL ESTABLISH THE ADMINISTRATIVE AND OPERATIONAL POLICIES NEEDED FOR THE SERVICE, EMPLOY STAFF, ESTABLISH OFFICE FACILITIES, PREPARE AN ANNUAL BUDGET AND UTILIZE ANY AND ALL AUTHORITY VESTED UNDER ARTICLE 6, REGIONAL HEALTH COMMISSION N.J.S. 26:3-83 TO 94 TO PROVIDE THE AUTHORIZED SERVICE.

#### 3. REPRESENTATION:

- (A) EACH PARTICIPATING MUNICIPALITY SHALL BE REPRESENTED ON THE COMMISSON BY TWO (2) COMMISSIONERS:  
ONE SHALL BE THE LICENSED HEALTH OFFICER OF THE PARTICIPATING MUNICIPALITY, OR IF THERE BE NO LICENSED HEALTH OFFICER, SUCH PERSON AS DESIGNATED BY THE BOARD OF HEALTH, OR THE GOVERING BODY ACTING AS THE BOARD OF HEALTH; AND  
ONE SHALL BE A MEMBER OF THE BOARD OF HEALTH OF THE PARTICIPATING MUNICIPALITY, OR SUCH PERSON DESIGNATED BY THE GOVERNING BODY ACTING AS THE BOARD OF HEALTH.
- 4
- 2

98 (b) EXCEPT THAT IF MORE THAN SEVEN (7) MUNICIPALITIES PARTICIPATING MUNICIPALITY SHALL BE REPRESENTED ON THE COMMISSION BY ONE (1) COMMISSIONER, WHO SHALL BE THE LICENSED HEALTH OFFICER OF THE PARTICIPATING MUNICIPALITY, OR IF THERE BE NO LICENSED HEALTH OFFICER, SUCH PERSON AS DESIGNATED BY THE BOARD OF HEALTH OR THE GOVERNING BODY ACTING AS THE BOARD OF HEALTH.

4. BY-LAWS: THE COMMISSION SHALL ADOPT AND MAY FROM TIME TO TIME AMEND BY-LAWS.
5. COST DISTRIBUTION (APPLICABLE FOR REGIONAL AIR POLLUTION SERVICES ONLY) THE BASE BUDGET OF THE COMMISSION SHALL BE DIVIDED AMONG THE PARTICIPATING MUNICIPALITIES ON THE BASIS OF THE PERCENT THAT THE PARTICIPATING MUNICIPALITIES POPULATION SHALL BEAR TO THE COMBINED POPULATION OF ALL PARTICIPATING MUNICIPALITIES.

POPULATION FIGURES SET FORTH IN THE MOST RECENT ESTIMATE BY THE NEW JERSEY STATE DEPARTMENT OF HEALTH SHALL BE USED FOR THE PURPOSE OF THIS SECTION.

THE CONTRIBUTION FOR EACH PARTICIPATING MUNICIPALITY SHALL BE DUE AND PAYABLE TO THE COMMISSION PRIOR TO THE BEGINNING OF THE FISCAL YEAR FOR WHICH THE CONTRIBUTION IS MADE.

6. EFFECTIVE DATE: THIS JOINT AGREEMENT SHALL BECOME EFFECTIVE UPON ITS EXECUTION BY ALL OF THE PARTICIPATING MUNICIPALITIES.
7. TERM: THIS JOINT AGREEMENT SHALL CONTINUE FOR AN INDEFINITE TERM UNLESS TERMINATED BY THE WITHDRAWAL OF A PARTICIPATING MUNICIPALITY, WHICH MAY BE DONE ONLY ON THE FIRST DAY OF THE COMMISSION FISCAL YEAR AND PROVIDED THAT A CERTIFIED COPY OF A DULY ADOPTED RESOLUTION GIVING NOTICE THEREOF IS DELIVERED TO THE PRESIDENT AND SECRETARY TO THE COMMISSION BY THE WITHDRAWING PARTICIPATING MUNICIPALITY AT LEAST ONE (1) YEAR PRIOR THERETO.
8. ADDITIONAL PARTICIPATING MUNICIPALITIES: THIS JOINT AGREEMENT MAY BE AMENDED FROM TIME TO TIME TO PROVIDE FOR ADD-

ADDITIONAL PARTICIPATING MUNICIPALITY SHALL BE CONTIGUOUS TO  
AT LEAST ONE OTHER PARTICIPATING MUNICIPALITY.

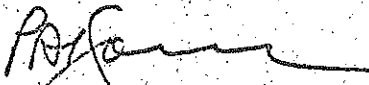
9. AMENDMENTS: THIS JOINT AGREEMENT MAY BE AMENDED ONLY BY AN  
INSTRUMENT IN WRITING AND EXECUTED BY ALL PARTICIPATING  
MUNICIPALITIES.

10. BINDING EFFECT: THIS JOINT AGREEMENT SHALL EXTEND TO AND BIND  
THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO AND THE  
PARTIES HERETO DO HEREBY EXPRESSLY INTEND TO BE LEGALLY  
BOUND THEREBY.

11. NOTHING HEREIN SHALL IN ANY WAY BE CONSTRUED TO LIMIT THE  
POWERS OF THE INDIVIDUAL MUNICIPALITIES TO ADOPT AIR  
POLLUTION ORDINANCES MORE STRINGENT THAN THOSE IN THE  
ATTACHED CODE.

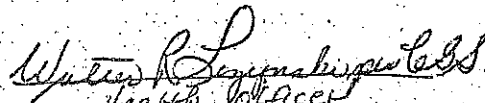
IN WITNESS WHEREOF, THE PARTIES HERETO, HAVING APPROVED  
THIS JOINT AGREEMENT BY RESOLUTION, HAVE CAUSED THIS JOINT AGREEMENT  
TO BE EXECUTED BY EACH OF THEIR DULY AUTHORIZED REPRESENTATIVES, ALL  
ON THE DATE FIRST ABOVE WRITTEN.

ATTEST:

  
Paul Administrator

APPROVED AS TO LEGAL FORM

  
Acting Corporation Counsel

  
Health Officer

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

City Clerk File No. Res. 19-184

Agenda No. 10.6

Approved: MAR 13 2019

TITLE:



## **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PEER GROUPING MEAL PROGRAM AND TO EXECUTE A GRANT AGREEMENT**

### **COUNCIL**

Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, on December 6, 2018, the Hudson County Board of Chosen Freeholders authorized a grant award in the amount of \$40,000.00 to the City of Jersey City ("City") Department of Health and Human Services for a program known as the 2019 Peer Grouping (the "Program"), which provides weekday and weekend home-delivered meals to senior citizens; and,

**WHEREAS**, the City desires to accept a grant award from the County of Hudson for the Program, subject to the terms and conditions of the Grant Agreement attached hereto as Exhibit A; and

**WHEREAS**, the grant period is January 1, 2019 through December 31, 2019 and there are no matching funds from the City required for this grant.

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

1. The City of Jersey City accepts a grant award of \$40,000.00 from the County of Hudson Department of Health and Human Services.
2. The Mayor and/or the Business Administrator is authorized to execute the Grant Agreement attached hereto and any other documents necessary to effectuate the purposes of this resolution.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PEER GROUPING MEAL PROGRAM AND TO EXECUTE A GRANT AGREEMENT**

**Project Manager**

Department/Division	Health & Human Services	Food & Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@jcnj.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 accepts a grant from Hudson County to implement Meals on Wheels weekday and weekend home-delivered meals.

**Cost (Identify all sources and amounts)**

Grant Award: \$40,000

**Contract term (include all proposed renewals)**

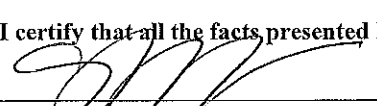
January 1, 2019 through December 31, 2019

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

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON**

**RESOLUTION**

No. 684-12-2018

On Motion of Freeholder Rodriguez

Seconded by Freeholder Vainieri

**AUTHORIZING CALENDAR YEAR 2019 PEER GROUPING ALLOCATIONS  
TO GOVERNMENTAL AGENCIES  
JANUARY, 1 2019 THROUGH DECEMBER 31, 2019  
(\$125,000.00)**

WHEREAS, the County of Hudson intends to make available ONE MILLION NINETY THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND 00/100 (\$1,090,985.00) for 2019 Peer Grouping activities in order to provide case management, emergency mental health services, respite care, hospice, early intervention services, medical supplies and home delivered meals to Hudson County's elderly and people with disabilities; and

WHEREAS, of this amount, ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$125,000.00) shall be awarded to various governmental providers for the provision of the above named services; and

WHEREAS, awards to governmental Peer Grouping agencies are awarded as an exception to bidding pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contract law; and

WHEREAS, the County of Hudson Department of Health and Human Services recommends the following levels of funding for the governmental agencies below:

AGENCY	TOTAL 2018 PEER GROUPING ALLOCATION
Bayonne Office on Aging	\$10,000.00
Borough of East Newark	\$20,000.00
City of Harrison	\$10,000.00
City of Jersey City	\$40,000.00
Hudson County Office of Disability Services/ Hudson County Sheriff's Department	\$30,000.00
North Hudson Regional Council of Mayors	\$15,000.00
<b>TOTAL</b>	<b>\$125,000.00</b>

WHEREAS, this contract shall be dependent upon the future appropriation of funds in the 2019 fiscal year budget for the purposes of this contract and the Chief Financial Officer providing a certification, to be affixed to this resolution, as to the availability of funds for this contract upon that appropriation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson that:

1. The aforesaid recitals are incorporated therein as though fully set forth at length.
2. The Board hereby authorizes the County Executive, Thomas A. DeGise, or County Administrator, Abraham Antun, or Deputy County Administrator, David B. Drumeler, or their lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON

RESOLUTION

No. Page 2

On Motion of Freeholder \_\_\_\_\_

Seconded by Freeholder \_\_\_\_\_

3. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Walker	✓				Rivas				✓
Cifelli	✓				Rodriguez	✓			
Kopacz	✓				Romano	✓			
Torres	✓				Chairperson Vainieri	✓			
O'Dea	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 6<sup>th</sup> day of December A.D. 2018, the foregoing resolution was adopted with 8 members voting in the affirmative and 0 in the negative.

 Clerk

APPROVED AS TO LEGAL FORM

BY:   
DONATO J. BATTISTA  
HUDSON COUNTY COUNSEL

Source: Department of Health & Human Services

AV/cam  
#4



**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH & HUMAN SERVICES**

830 Bergen Avenue 4B  
Jersey City, NJ 07306  
Phone: (201) 369-5280  
Fax: (201) 369-5281

**THOMAS A. DEGISE**  
County Executive

**DARICE TOON**  
Director

**NICOLE HARRISON-GARCIA**  
Deputy Director

February 25, 2019

Ms. Stacey Flanagan  
City of Jersey City  
Department of Health and Human Services, City Hall Annex1 Jackson Square  
Jersey City, NJ 07305

Re: 2019 Peer Grouping  
Meals on Wheels

Dear Ms. Flanagan:

Please be advised that the Hudson County Board of Chosen Freeholders approved a Peer Grouping award of \$40,000.00 to City of Jersey City by way of Resolution No. 684-12-2018 at the December 6, 2018 Freeholder meeting. Specifically, this funding has been granted for the period of January 1, 2019 – December 31, 2019 for the above referenced program to provide support services to individuals with disabilities and senior citizens. A copy of the Resolution has been attached for your reference.

The Office of Disability Services (ODS) will conduct a Peer Grouping technical assistance meeting as follows:

Date: Tuesday, March 19, 2019  
Location: Hudson County Office of Disability Services  
830 Bergen Avenue, 3<sup>rd</sup> Floor Training Room, Jersey City, New Jersey 07306  
Time: 10:30 a.m.  
Who Should Attend: Peer Grouping Programmatic and Fiscal Staff

Enclosed are two (2) approved copies of the Standard Language Document for the above referenced program. Please be advised that the Essential Agency Documents (Annex A, Section 2) page has been updated. If applicable, all funded agencies are required to submit the annual and periodic documents every year. Prior to signatures, where indicated, please review the enclosed contracts for County requirements. Completed contracts can be submitted along with the enclosed check list during the technical assistance meeting on Tuesday, March 19, 2019.

If you have any questions or concerns, please feel free to contact me via email ([eross@hcnj.us](mailto:eross@hcnj.us)) or at 201-369-5280 extension 4142.

The staff of the Hudson County Office of Disability Services (ODS) looks forward to working with you in serving Hudson County residents.

Sincerely,

Erin Ross Burgess  
Program Coordinator, Office of Disability Services

cc: Darice Toon, Director – DHHS  
File



COUNTY OF HUDSON  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
830 Bergen Avenue 4B  
Jersey City, NJ 07306  
Phone: (201) 369-5280  
Fax: (201) 369-5281

THOMAS A. DEGISE  
County Executive

DARICE TOON  
Director

NICOLE HARRISON-GARCIA  
Deputy Director

## PEER GROUPING STANDARD LANGUAGE DOCUMENT ANNUAL REQUIRED DOCUMENT CHECKLIST

Please place an X or ✓ next to all applicable documents that are included with the submission of your agency's Peer Grouping Standard Language Document. Please note that all documents listed below must be submitted unless otherwise indicated.

- \_\_\_\_\_ Annual Report, if applicable
- \_\_\_\_\_ List of Names, Addresses and Terms of Current Board Members
- \_\_\_\_\_ Current Audit
- \_\_\_\_\_ Current IRS 990 Form (Private Non-Profit Agencies Only)
- \_\_\_\_\_ Lease or Mortgage(s)
- \_\_\_\_\_ Consultant Agreement(s), if applicable
- \_\_\_\_\_ Job Descriptions for Personnel Listed in Annex B under Personnel Costs
- \_\_\_\_\_ License to Provide Services, if necessary
- \_\_\_\_\_ Insurance Documents

I certify, as an authorized representative of the provider agency, that the above submitted documents are current, complete and in accordance with the appropriate existing Federal, State or Local regulations and/or policies.

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Resolution #684-12-2018

Agency: City of Jersey City  
Program: Meals on Wheels  
Award: \$40,000.00

**COUNTY OF HUDSON**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**PEER GROUPING**  
**STANDARD LANGUAGE DOCUMENT**

**JANUARY 1, 2019 – DECEMBER 31, 2019**

**County of Hudson  
Department of Human Services  
Peer Grouping**

**Attachment A  
Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the PROVIDER AGENCY identified on the signature page.

**Whereas**, the County of Hudson has approved certain funds for the purchase of services related to the Peer Grouping; and

**Whereas**, the County of Hudson (the County) has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the County Department of Health and Human Services to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this contract; and

**Whereas**, the County desires that the PROVIDER AGENCY provide services and the PROVIDER AGENCY has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

**Therefore**, the Department and the PROVIDER AGENCY agree as follows:

**I. Definitions**

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the PROVIDER AGENCY as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the PROVIDER AGENCY. All Notices shall be delivered in person or by certified mail, return receipt

requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or PROVIDER AGENCY in accordance with the provisions contained in this Contract.

## **II. Basic Obligation of the Department**

Section 2.01 Payment Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered as established in Annex B. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex B. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the PROVIDER AGENCY, the Department shall make available to the PROVIDER AGENCY copies of federal and State regulations and other material specifically referenced in this document.

## **III. Basic Obligation of the PROVIDER AGENCY**

Section 3.01 Contract Services The PROVIDER AGENCY shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The PROVIDER AGENCY shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are to be specified by the Department.

Section 3.03 Compliance with Laws The PROVIDER AGENCY agrees in the performance of this Contract to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; Federal and State laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any Federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to



conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to N.J.S.A. 54:49-19, et. seq., and notwithstanding any provision of the law to the contrary, whenever any taxpayer (PROVIDER AGENCY), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the PROVIDER AGENCY agrees as follows:

The PROVIDER AGENCY and its subcontractors, 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, sex or disability. Except with respect to affectional sexual orientation, the PROVIDER AGENCY will take to ensure that such applicants are recruited and employed.

The PROVIDER AGENCY will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not 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 PROVIDER AGENCY 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 PROVIDER AGENCY and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER AGENCY, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The PROVIDER AGENCY and its subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the PROVIDER AGENCY's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the PROVIDER AGENCY;
- b) records adequately identifying the source and application of all PROVIDER AGENCY funds and all funds administered by the PROVIDER AGENCY. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;

- c) effective internal control structure over all funds, property and other assets. The PROVIDER AGENCY shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
- d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the PROVIDER AGENCY;
- e) accounting records supporting by source documentation;
- f) procedures to minimized elapsed time between any advance payment issues and the disbursement of such advance funds by the PROVIDER AGENCY; and
- g) Procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, and whether allocation of costs under this Contract are allowed.

Section 3.08 Audit The Department requires submission of the PROVIDER AGENCY's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the PROVIDER AGENCY's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the PROVIDER AGENCY under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The PROVIDER AGENCY is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the PROVIDER AGENCY continues to be subject to such audit until it is completed and resolved.

#### **IV. Termination**

The Department may terminate or suspend this Contract in accordance with the section listed below.

##### Section 4.01 Termination for Convenience by the Department or PROVIDER AGENCY

The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The PROVIDER AGENCY may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the PROVIDER AGENCY, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause If the PROVIDER AGENCY fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the PROVIDER AGENCY in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the PROVIDER AGENCY has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the PROVIDER AGENCY's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement When a Contract is terminated, the PROVIDER AGENCY shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the PROVIDER AGENCY could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The PROVIDER AGENCY and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

## **V. Additional Provisions**

Section 5.01 Application of New Jersey Law This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors This Contract, in whole or in part, may not be assigned by the PROVIDER AGENCY or assumed by another entity for any reason, including but not limited to changes in the corporate status of the PROVIDER AGENCY, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original PROVIDER AGENCY.

Section 5.03 Client Fees Other than as provided for in the Annex (as) and/or Department specific policies, the PROVIDER AGENCY shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification The PROVIDER AGENCY shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the PROVIDER AGENCY's obligations under this Contract or any improper or deficient performance of the PROVIDER AGENCY's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the PROVIDER AGENCY under this Contract, nor shall they be construed to relieve the PROVIDER AGENCY from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance The PROVIDER AGENCY shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the PROVIDER AGENCY fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the PROVIDER AGENCY, reduce payment to the PROVIDER AGENCY by the amount of the premium payment.

Section 5.06 Modification and Amendments If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the PROVIDER AGENCY or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights A failure or a delay on the part of the Department or the PROVIDER AGENCY in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity The PROVIDER AGENCY agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The PROVIDER AGENCY shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, PROVIDER AGENCY shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all

minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

**Section 5.10 Copyrights** The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

**Section 5.11 Successor Contracts** If an audit or Contract closeout reveals that the PROVIDER AGENCY has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the PROVIDER AGENCY.

**Section 5.12 Sufficiency of Funds** The PROVIDER AGENCY agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

**Section 5.13 Collective Bargaining** State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with PROVIDER AGENCY management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the PROVIDER AGENCY during the process of collective bargaining organization.

**Section 5.14 Independent Employer Status** Employees of PROVIDER AGENCYS that Contract with the Department are employees of the PROVIDER AGENCY, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., PROVIDER AGENCYS are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the PROVIDER AGENCY acknowledges that it is an independent PROVIDER AGENCY, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the PROVIDER AGENCY is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The PROVIDER AGENCY acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with PROVIDER AGENCY through regulatory oversight and ensuring contractual performance, the PROVIDER AGENCY understands that the Department is not the employer of any PROVIDER AGENCY employees.

The PROVIDER AGENCY further acknowledges that while the Department reimburses the PROVIDER AGENCY for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which PROVIDER AGENCY may enter. Moreover, the PROVIDER AGENCY understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the PROVIDER AGENCY recognizes the applicability of Hudson County's "Living Wage Ordinance" Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.

**Contract Signatures and Dates**

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains 10 pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

**As to the COUNTY:**

By: \_\_\_\_\_  
(Signature)

Abraham Antun  
(Type Name)

Title: County Administrator

Date: \_\_\_\_\_

**As to the PROVIDER AGENCY:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: January 1, 2019

Contract Expiration Date: December 31, 2019

Contract Number: \_\_\_\_\_

Contract Ceiling: \$40,000.00

Federal ID# 22-6002013



Resolution #684-12-2018

Agency: City of Jersey City  
Program: Meals on Wheels  
Award: \$40,000.00

**COUNTY OF HUDSON**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**PEER GROUPING**  
**STANDARD LANGUAGE DOCUMENT**

**JANUARY 1, 2019 – DECEMBER 31, 2019**

**County of Hudson  
Department of Human Services  
Peer Grouping**

**Attachment A  
Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the PROVIDER AGENCY identified on the signature page.

**Whereas**, the County of Hudson has approved certain funds for the purchase of services related to the Peer Grouping; and

**Whereas**, the County of Hudson (the County) has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the County Department of Health and Human Services to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this contract; and

**Whereas**, the County desires that the PROVIDER AGENCY provide services and the PROVIDER AGENCY has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

**Therefore**, the Department and the PROVIDER AGENCY agree as follows:

**I. Definitions**

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the PROVIDER AGENCY as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the PROVIDER AGENCY. All Notices shall be delivered in person or by certified mail, return receipt

requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

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- c) effective internal control structure over all funds, property and other assets. The PROVIDER AGENCY shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
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Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the PROVIDER AGENCY's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the PROVIDER AGENCY under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The PROVIDER AGENCY is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the PROVIDER AGENCY continues to be subject to such audit until it is completed and resolved.

#### **IV. Termination**

The Department may terminate or suspend this Contract in accordance with the section listed below.

##### Section 4.01 Termination for Convenience by the Department or PROVIDER AGENCY

The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The PROVIDER AGENCY may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the PROVIDER AGENCY, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause If the PROVIDER AGENCY fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the PROVIDER AGENCY in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the PROVIDER AGENCY has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the PROVIDER AGENCY's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement When a Contract is terminated, the PROVIDER AGENCY shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the PROVIDER AGENCY could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The PROVIDER AGENCY and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

## **V. Additional Provisions**

Section 5.01 Application of New Jersey Law This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors This Contract, in whole or in part, may not be assigned by the PROVIDER AGENCY or assumed by another entity for any reason, including but not limited to changes in the corporate status of the PROVIDER AGENCY, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original PROVIDER AGENCY.

Section 5.03 Client Fees Other than as provided for in the Annex (as) and/or Department specific policies, the PROVIDER AGENCY shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

**Section 5.04 Indemnification** The PROVIDER AGENCY shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the PROVIDER AGENCY's obligations under this Contract or any improper or deficient performance of the PROVIDER AGENCY's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the PROVIDER AGENCY under this Contract, nor shall they be construed to relieve the PROVIDER AGENCY from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

**Section 5.05 Insurance** The PROVIDER AGENCY shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the PROVIDER AGENCY fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the PROVIDER AGENCY, reduce payment to the PROVIDER AGENCY by the amount of the premium payment.

**Section 5.06 Modification and Amendments** If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

**Section 5.07 Statement of Non-Influence** No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the PROVIDER AGENCY or any representative thereof in order to influence the awarding or administration of this Contract.

**Section 5.08 Exercise of Rights** A failure or a delay on the part of the Department or the PROVIDER AGENCY in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

**Section 5.09 Recognition of Cultural Sensitivity** The PROVIDER AGENCY agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The PROVIDER AGENCY shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, PROVIDER AGENCY shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all



minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts If an audit or Contract closeout reveals that the PROVIDER AGENCY has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the PROVIDER AGENCY.

Section 5.12 Sufficiency of Funds The PROVIDER AGENCY agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with PROVIDER AGENCY management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the PROVIDER AGENCY during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of PROVIDER AGENCYS that Contract with the Department are employees of the PROVIDER AGENCY, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., PROVIDER AGENCYS are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the PROVIDER AGENCY acknowledges that it is an independent PROVIDER AGENCY, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the PROVIDER AGENCY is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The PROVIDER AGENCY acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with PROVIDER AGENCY through regulatory oversight and ensuring contractual performance, the PROVIDER AGENCY understands that the Department is not the employer of any PROVIDER AGENCY employees.

The PROVIDER AGENCY further acknowledges that while the Department reimburses the PROVIDER AGENCY for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which PROVIDER AGENCY may enter. Moreover, the PROVIDER AGENCY understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the PROVIDER AGENCY recognizes the applicability of Hudson County's "Living Wage Ordinance" Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.

**Contract Signatures and Dates**

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains **10** pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

**As to the COUNTY:**

By: \_\_\_\_\_  
(Signature)

Abraham Antun  
(Type Name)

Title: County Administrator

Date: \_\_\_\_\_

**As to the PROVIDER AGENCY:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Effective Date: January 1, 2019

Contract Expiration Date: December 31, 2019

Contract Number: \_\_\_\_\_

Contract Ceiling: \$40,000.00

Federal ID# 22-6002013

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

City Clerk File No. Res. 19-185

Agenda No. 10.H

Approved: MAR 13 2019

TITLE:



## **RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE SERVICES RELATED TO THE PREVENTION OF CANCER**

### **COUNCIL**

Offered and Moved for Adoption the Following Resolution:

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

**WHEREAS**, Bergen County (the "County"), through its Department of Health, has applied for a grant to be awarded by the New Jersey Department of Health, Division of Family Health Services, entitled, "Enhanced Implementation of the New Jersey Office of Cancer Control and Prevention (OCCP) Activities Project" identified as Grant Number: DCHS19CCC002 (the "Grant"), for the grant period of July 1, 2018 through June 30, 2019; and

**WHEREAS**, the implementation of the intervention for the grant will start March 1, 2019 through June 30, 2019; and

**WHEREAS**, the County is designated by the New Jersey Department of Health to be a component of Region 3, Bergen and Hudson counties and eligible applicants must coordinate the strategies within the entire region; and

**WHEREAS**, the County has received a Notice of Grant Award from the New Jersey Department of Health indicating an intent to award the County the Grant, in the amount of \$129,415.00; and

**WHEREAS**, reflecting the change in program structure from a county to a regional platform, the Grant requires services to be provided on a regional basis, including within Hudson County; and

**WHEREAS**, the County and the City of Jersey City (the "City") have been participants in the Bergen-Hudson Chronic Disease Coalition (BHCD); and

**WHEREAS**, the City will provide certain program services in Hudson County, as further set forth in the Shared Services Agreement, attached hereto; and

**WHEREAS**, for fulfilment of a portion of the Grant, the County agrees to pay and the City agrees to accept payment in the sum not to exceed Sixty Thousand Dollars (\$60,000.00) for the performance of the services required under the Shared Services Agreement, with the initial payment in the amount of Thirty Thousand Dollars (\$30,000.00) to be provided by the County to the City at the commencement of the Shared Services Agreement, and the second and final payment in the amount of Thirty Thousand Dollars (\$30,000.00) to be provided by the County to the City upon completion of the required services;

TITLE:

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE SERVICES RELATED TO THE PREVENTION OF CANCER**

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with Bergen County for providing Grant Program Services in Hudson County subject to the following minimum terms and conditions; and
  - a. The term of the Shared Services Agreement will be March 1, 2019 through June 30, 2019; and
  - b. The County shall pay the City a sum not to exceed Sixty Thousand Dollars (\$60,000.00) for the performance of the Services required under the Shared Services Agreement.
2. The Shared Services Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel deems necessary or appropriate; and
3. 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.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE SERVICES RELATED TO THE PREVENTION OF CANCER**

**Project Manager**

Department/Division	Health & Human Services	Division of Community Health & Wellness
Name/Title	Stacey Lea Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@jenj.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 funds from Bergen County as part of a share services agreement for cancer control and prevention, to be implemented through the HHS Division of Community Health & Wellness.

**Cost (Identify all sources and amounts)**

\$60,000

**Contract term (include all proposed renewals)**

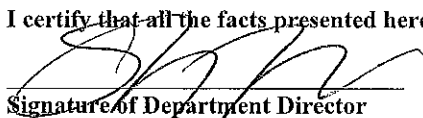
March 1, 2019 – June 30, 2019

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

**SHARED SERVICES AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF BERGEN**  
**AND**  
**THE CITY OF JERSEY CITY**  
**FOR**

**SERVICES PURSUANT TO THE "ENHANCED IMPLEMENTATION OF THE NEW JERSEY OFFICE OF CANCER CONTROL AND PREVENTION (OCCP) ACTIVITIES PROJECT" NEW JERSEY DEPARTMENT OF HEALTH GRANT NUMBER: DFHS18CCC005**

**THIS AGREEMENT**, made on \_\_\_\_\_, 2019, by and between the:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

**CITY OF JERSEY CITY**, a body politic and corporate of the State of New Jersey, with administrative offices located at 1 Jackson Square, Jersey City, NJ 07305, hereinafter referred to as the "City."

**WITNESSETH:**

**WHEREAS**, the New Jersey Department of Health has made funds available to ten regions in the state to implement evidence-based strategies of the NJ Comprehensive Cancer Control Plan statewide and to institute Policy, Environmental, and System (PES) change strategies that support and reinforce healthful behaviors and lower the risk for multiple diseases simultaneously, including the prevention and control of cancer; and

**WHEREAS**, the New Jersey Department of Health has created a platform for the coordination and integration of long-standing cancer activities regionally, replacing the County Cancer Coalitions previously engaged in the implementation of the New Jersey Comprehensive Cancer Control Plan; and

**WHEREAS**, the County and the City have been participants in the Bergen-Hudson Chronic Disease Coalition (BHCDC); and

**WHEREAS**, Bergen County has been designated by the New Jersey Department of Health to be a component of Region 3, Bergen and Hudson Counties and eligible applicants must coordinate the strategies within the entire region; and

**WHEREAS**, on the County, through its Department of Health, has applied for a grant to be awarded by the New Jersey Department of Health, Division of Family Health Services, entitled, "Enhanced Implementation of the New Jersey Office of Cancer Control and Prevention (OCCP) Activities Project" identified as Grant Number: DCHS19CCC002 (hereinafter, the Grant"), for the grant period July 1, 2018 through June 30, 2019; and

**WHEREAS**, the actual implementation of the intervention for the grant will be from March 1, 2019 through June 30, 2019; and

**WHEREAS**, reflecting the change in program structure from a county to a regional platform, the grant requires services to be provided on a regional basis, including within Hudson County; and

**WHEREAS**, the County has received a Letter of Intent from the New Jersey Department of Health indicating an intent to award the County the Grant, in the amount of \$129,415.00; and

**WHEREAS**, the City, through the City's Department of Health and Human Services, has offered to provide services under the grant in Hudson County; and

**WHEREAS**, this Shared Services Agreement is made pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, Bergen County Freeholder Resolution 9-19 adopted on February 2, 2019 authorized the County to enter into the Shared Services Agreement with the City; and

**WHEREAS**, the City adopted Resolution \_\_\_\_\_ d \_\_\_\_\_, 2019 authorizing the Shared Services Agreement with the County for the services set forth herein.

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**1. Scope of Services**

- A. The City shall perform all of the tasks set forth in Exhibit A, in accordance with the timeline set forth therein (hereinafter, the "Services") and in accordance with the terms and conditions of this Shared Services Agreement and of the Grant.

**2. Responsibilities of the City:**

- A. The City shall comply with all terms of the Grant applicable to its performance hereunder, all of which are incorporated into this Agreement by reference, including, but not limited to the representations contained in the Application for the Grant; the Letter of Intent; the



Notice of Grant Award; and the Terms and Conditions for Administration of Grants.

- B. The City agrees that persons assigned to perform the Services under this Shared Services Agreement will possess all required licenses, certifications, and training.
- C. The City agrees to perform the Services in compliance with all Federal, State, and Local standards and requirements.
- D. The City shall maintain written records regarding its performance of the Services, in the format required by the Grant and the County.

### **3. Compensation.**

- A. The County agrees to pay and the City agrees to accept payment in an amount not to exceed sixty thousand dollars (\$60,000) for the performance of the Services required under this Shared Services Agreement. The initial payment in the amount of Thirty Thousand Dollars (\$30,000) shall be provided by the County to the City at the commencement of this Shared Services Agreement. The second and final payment in the amount of Thirty Thousand Dollars (\$30,000) shall be provided by the County to the City at the end of this Shared Services Agreement upon completion of the required Services.
- B. The County agrees to pay the City within 60 days after submission of a properly executed County of Bergen Direct Voucher, together with all required reports documenting the hours expended by the City in performing the Services.
- C. In the event the funds required by the parties from Local, State and Federal sources are not obtained and continued at an aggregate level sufficient to allow for the provision of the indicated quantity of the Services, the obligation of each party hereunder shall thereupon be reduced, or in the case of complete failure of funds, terminated, provided that any termination of this Shared Services Agreement shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

### **4. Term and Termination**

- A. The term of this Shared Services Agreement shall commence on March 1, 2019~~7778~~, and shall continue through June 30, 2019.
- B. The County and the City may terminate this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination condition including the effective date and in the case of partial terminations, the portion to be terminated. The City shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- C. If the County determines to terminate this Shared Services Agreement for any reason, it

shall promptly notify the City in writing of the determination and the reasons for the termination together with the effective date. Before termination, the County may, in its sole discretion, allow the City the opportunity to correct any non-compliance under this Agreement by notifying the City that said non-compliance may be corrected within a time period specified by the County and that failure to correct any non-compliance shall result in the termination of this Shared Services Agreement.

- D. Termination of this Shared Services Agreement does not relieve the City from any responsibility for defense or indemnification of any claims against the County. The County shall have no liability to the City for any losses or additional costs that may be incurred by the City as a result of the County's termination of this Shared Services Agreement.

## **5. Program Cancellation**

It is understood that if this Shared Services Agreement is financed by Federal and/or State funds and in the even the Federal and/or State government discontinues the Grant or cancels the payment of additional funds, the County reserves the right to cancel this Shared Services Agreement effective immediately. In such an event, the County shall only be obligated for payment under this Shared Services Agreement for services rendered or work performed prior to the effective date of cancellation, on the condition that such monies are provided by the Federal and/or State government.

## **6. Retention of Records.**

The City agrees to retain all records relevant to this Shared Services Agreement for three (3) years after final payment unless an audit is in progress or exceptions have not been resolved, then the City must retain all records until notified otherwise by the County. State and County auditors, and any other person duly authorized by the County shall have full access and the right to examine any of the said documents during the three (3) year period. Any claimed waiver of these rights or privileges must be documented in writing by the parties.

## **7. Monitoring and Inspection.**

- A. The County shall monitor the management of funds provided to the City, in accordance with all requirements of the Grant.
- B. The County and the City agree that representative(s) of the County shall have the right to make on site visits to the premises where the Services are being performed pursuant to this Shared Services Agreement and to inspect and/or audit the City's financial records at any time, upon reasonable notice for purposes of ensuring compliance with the Grant.
- C. The County shall have the right conduct its own external fiscal audit at any time after the expiration and/or termination of this Shared Services Agreement and the City shall make its fiscal records available to the County and/or its representative(s) for this purpose.

## **8. Indemnification.**

The City agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and suits, claims and actions arising from this Agreement or any of the obligations assumed by the County or the City hereunder, including but not limited to all court costs and attorneys' fees. Specifically included in this agreement to defend, indemnify, and hold harmless, is any violation of the terms of the Grant by the City.

The City, upon notice from the County, shall resist and defend, at the expense of the City, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf or on behalf of the County Indemnified Parties in such action or proceeding without waiving its rights or the City's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, volunteers and agents, under this paragraph.

## **9. No Waiver.**

The failure of a Party to insist on strict performance of any or all of the terms of this Shared Services Agreement, or to exercise any right or remedy under this Shared Services Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

## **10. Relationship of the Parties.**

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Shared Services Agreement. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Shared Services Agreement.

## **11. No Subcontracting or Assignment.**

The City shall not subcontract any of the Services to be performed under this Shared Services Agreement nor shall this Shared Services Agreement be assigned or transferred, except as may be provided within the terms of this Shared Services Agreement or the express written approval of the County.

## **12. Dispute Resolution.**

In the event a dispute shall arise concerning the terms and conditions of this Shared

Services Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action.

### **13. Governing Law.**

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

### **14. Counterparts.**

This Shared Services Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **15. Entire Agreement.**

This Shared Services Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Shared Services Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

### **16. Severability.**

If any clause, sentence, paragraph, section or part of this Shared Services Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

### **17. Required Terms Incorporated.**

All terms required by law to be included in this Shared Services Agreement are hereby incorporated. All terms of the Grant applicable hereto are incorporated and made terms and conditions of this Shared Services Agreement.

### **18. Effective Date.**

This Shared Services Agreement shall become effective upon passage of authorizing Resolutions by the City and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the City.

## **19. Modification.**

This Shared Services Agreement may only be modified in writing, duly authorized and signed by the County and City. All notices, statements or other documents required by this Shared Services Agreement shall be hand-delivered or mailed to the County or the City.

## **20. Mandatory Equal Employment Language.**

During the term of this Shared Services Agreement, the City agrees to comply with the EEO/AFFIRMATIVE ACTION REGULATIONS of PL 1975, c.127, as amended from time to time, and the AMERICANS WITH DISABILITIES ACT.

## **21. Force Majeure.**

Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.

## **22. Other Agreements**

The County and the City reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Shared Services Agreement.

**[Signature Page(s) to Follow]**

**IN WITNESS WHEREOF**, the County, and City have caused this Shared Services Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

**PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE**

**ATTESTING SIGNATURE:**

**CITY OF JERSEY CITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF BERGEN SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**James J. Tedesco III, County Executive or  
Julien X. Neals, Acting County Administrator**

Date: \_\_\_\_\_

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

City Clerk File No. Res. 19-186

Agenda No. 10.1

Approved: MAR 13 2019

TITLE:



**A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ENCOURAGING THE ADMINISTRATION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE JERSEY CITY SCHOOL BOARD PURSUANT TO N.J.S.A. 40A:12A-22(m), WHEREBY THE CITY WILL CONTRIBUTE TWENTY-FOUR PERCENT (24%) OF THE REVENUE FROM FUTURE TAX ABATEMENTS, TO THE JERSEY CITY SCHOOL BOARD, FOR THE CONSTRUCTION OF AND/OR MAINTENANCE OF, SCHOOLS AND SCHOOL FACILITIES**

**COUNCIL** **offered and moved adoption of the following Resolution:**

**WHEREAS**, the Municipal Council recognizes that Jersey City Public Schools are underfunded and that recent changes to the State's school funding formula will result in the City's Public Schools experiencing a significant decrease in State aid funding over the next five years; and

**WHEREAS**, approximately twenty-four (24%) of the City's budget is derived from payments in lieu of taxes (PILOT) from tax abatements and that PILOT revenues, unlike conventional taxes, are not shared with the local school district; and

**WHEREAS**, approximately twenty-four (24%) of the revenue from every conventional tax bill is remitted to the City's School District; and

**WHEREAS**, the Local Redevelopment and Housing Law, specifically N.J.S.A. 40A:12A-22(m), allows municipalities to contract with a public agency such as the local school board, to cause the services customarily provided by that agency to be rendered for the benefit of the occupants of any redevelopment area; and

**WHEREAS**, this provision allows for municipalities and school districts to enter into agreements for the construction of and maintenance of schools adjacent to or in connection with a redevelopment area or project, for the benefit of the occupants of the redevelopment area or project; and

**WHEREAS**, the entirety of the City's territory is either within a redevelopment area or adjacent to a redevelopment area or project; and

**WHEREAS**, the Municipal Council finds that it is in the City's best interests to share the PILOT revenue it receives from future tax abatements with the City's School District to offset the financial losses imposed by the new school funding formula; and

**WHEREAS**, the Municipal Council finds that it is in the City's best interests to direct that whatever funds it provides to the School Board be used for the construction of and/or maintenance of schools and school facilities, including charter schools, throughout the City.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Administration is hereby encouraged to set aside PILOT revenues derived from all future Long-Term and 5-Year Tax Exemptions which are awarded after the adoption of this Resolution, for use by the School Board; and

City Clerk File No. Res. 19-186Agenda No. 10.1 MAR 13 2019

## TITLE:

**A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ENCOURAGING THE ADMINISTRATION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE JERSEY CITY SCHOOL BOARD PURSUANT TO N.J.S.A. 40A:12A-22(m), WHEREBY THE CITY WILL CONTRIBUTE TWENTY-FOUR PERCENT (24%) OF THE REVENUE FROM FUTURE TAX ABATEMENTS, TO THE JERSEY CITY SCHOOL BOARD, FOR THE CONSTRUCTION OF AND/OR MAINTENANCE OF, SCHOOLS AND SCHOOL FACILITIES**

**BE IT FURTHER RESOLVED** by the Municipal Council of the City of Jersey City that in accordance with N.J.S.A. 40A:12A-22(m), the Municipal Council hereby authorizes the Mayor or Business Administrator to enter into an agreement with the School Board in substantially the form as attached hereto, with whatever modifications deemed necessary by the Corporation Counsel, but which, at a minimum, shall allow the City to contribute twenty-four percent (24%) of the PILOT revenues derived from future Long-Term and 5-Year Tax Exemptions which are awarded after the adoption of this Resolution, to the School Board, for constructing and/or maintaining schools and school facilities, including charter schools, throughout the City.

JJH/mma  
3/6/2019

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 Resolution**

**A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ENCOURAGING THE ADMINISTRATION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE JERSEY CITY SCHOOL BOARD PURSUANT TO N.J.S.A. 40A:12A-22(m), WHEREBY THE CITY WILL CONTRIBUTE TWENTY-FOUR PERCENT (24%) OF THE REVENUE FROM FUTURE TAX ABATEMENTS, TO THE JERSEY CITY SCHOOL BOARD, FOR THE CONSTRUCTION OF AND/OR MAINTENANCE OF, SCHOOLS AND SCHOOL FACILITIES**

**Initiator**

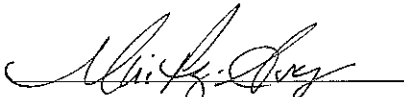
<b>Department/Division</b>	The Municipal Council	Office of the Ward B Councilperson
<b>Name/Title</b>	Mira Prinz-Arey	Councilwoman, Ward B
<b>Phone/email</b>	201-547-5092	mprinz-arey@jcnj.org

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

**Resolution Purpose**

This Resolution authorizes the Mayor or Business Administrator to enter into an agreement with the School Board whereby the City will contribute twenty-four percent (24%) of the PILOT revenues derived from future Long-Term and 5-Year Tax Exemptions which are awarded after the adoption of this Resolution, to the School Board, for capital expenses such as constructing and/or maintaining public and schools and school facilities throughout the City.

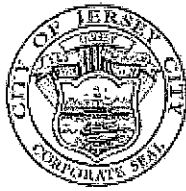
**I certify that all the facts presented herein are accurate.**



**Mira Prinz-Arey**  
**Councilwoman, Ward B**

March 5, 2019

**Date**



**INTERLOCAL SERVICES AGREEMENT**  
**between**  
**THE CITY OF JERSEY**  
**and**  
**JERSEY CITY BOARD OF EDUCATION**

This Agreement entered into this \_\_\_\_ day of **MARCH, 2019** by and between the **CITY OF JERSEY CITY** (the City), a municipal corporation of the State of New Jersey with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the **JERSEY CITY BOARD OF EDUCATION** (the Board), with offices located at 346 Claremont Avenue, Jersey City, New Jersey 07305.

**WITNESSETH THAT:**

**WHEREAS**, the Municipal Council recognizes that Jersey City Public Schools are underfunded and that recent changes to the State's school funding formula will result in the City's Public Schools experiencing a significant decrease in State aid funding over the next five years; and

**WHEREAS**, approximately twenty-four (24%) of the City's budget is derived from payments in lieu of taxes (PILOT) from tax abatements and that PILOT revenues, unlike conventional taxes, are not shared with the local school district; and

**WHEREAS**, approximately twenty-four (24%) of the revenue from every conventional tax bill is remitted to the City's School District; and

**WHEREAS**, the Local Redevelopment and Housing Law, specifically N.J.S.A. 40A:12A-22(m), allows municipalities to contract with a public agency such as the local school board, to cause the services customarily provided by that agency to be rendered for the benefit of the occupants of any redevelopment area; and

**WHEREAS**, this provision allows for municipalities and school districts to enter into agreements for the construction of and maintenance of schools adjacent to or in connection with a redevelopment area or project, for the benefit of the occupants of the redevelopment area or project; and

**WHEREAS**, the entirety of the City's territory is either within a redevelopment area or adjacent to a redevelopment area or project; and

**WHEREAS**, the Municipal Council finds that it is in the City's best interests to share the PILOT revenue it receives from future tax abatements with the City's School District to

offset the financial losses imposed by the new school funding formula; and

**WHEREAS**, the Municipal Council of the City of Jersey City, pursuant to Resolution 19-\_\_\_\_ has authorized the City to set aside twenty-four percent (24%) of the PILOT revenues derived from future Long-Term and 5-Year Tax Exemptions, for the School District in order to offset the financial losses imposed by the new school funding formula; and

**WHEREAS**, in accordance with N.J.S.A. 40A:12A-22(m) and Resolution 19-\_\_\_\_, the Municipal Council has authorized the Mayor or Business Administrator to enter into this agreement which shall allow the City to contribute twenty-four percent (24%) of the PILOT revenues derived from future Long-Term and 5-Year Tax Exemptions, to the School District, for the sole purpose of constructing and/or maintaining schools and school facilities, inclusive of charter schools, throughout the City.

**NOW, THEREFORE**, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

**1. Term of Agreement**

This Agreement shall be effective as of January 1, 2019 and shall remain in effect for three (3) years or until December 31, 2021 unless terminated sooner pursuant to the provisions of Section 9 of this Agreement.

**2. Scope of Services**

The City agrees to provide to the Board twenty-four percent (24%) of the PILOT revenues derived from all future Long-Term and 5-Year Tax Exemptions granted after the execution of this Agreement, to the Board and in exchange, the Board agrees to use this revenue solely for the construction of and/or maintenance of schools and school facilities throughout the City, inclusive of charter schools and charter school facilities. It is expressly agreed to and understood by the parties that the use of the monies given to the Board by the City for any purpose besides the construction of and/or maintenance of schools and school facilities, including but not limited to, faculty salaries, classroom instruction, hiring of consultants and legal counsel shall be deemed improper and may result in the City unilaterally terminating this Agreement pursuant to the provisions of Section 9 of this Agreement.

**3. Prior approval to spend monies pursuant to this Agreement required**

In order to ensure compliance with the terms and conditions of this Agreement, the Board must obtain the prior written approval of the City to spend the monies received pursuant to this Agreement. All inquiries must be directed to the City's Business Administrator. All monies paid to the Board pursuant to this Agreement must be spent prior to the expiration of this Agreement unless the Agreement's term is extended by mutual agreement of the parties.

**4. Payments**

All payments shall be made directly by the City to the Board.

**5. Communications**

The Board will direct all communications concerning this Agreement to:

Brian D. Platt, Business Administrator  
City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

The City will direct all communications concerning this Agreement to:

Superintendent of Schools  
Jersey City Board of Education  
346 Claremont Avenue  
Jersey City, New Jersey 07305

**6. Annual Reports, Records**

The Board agrees to submit to the City, by December 31<sup>st</sup> of every year, an Annual Report detailing how the monies it received from the City pursuant to this Agreement were used in accordance with the terms and conditions of this Agreement. Failure to provide an Annual Report will be deemed sufficient grounds for the City to unilaterally terminate this Agreement pursuant to the provisions of Section 9 of this Agreement.

**7. Compliance Regarding Audits and Inspections**

At any time during the normal business hours, and as often as the City may deem necessary, there shall be made available to the City, all of the Board's records with respect to all matters covered by this Agreement. The Board will permit the City to audit, examine and make excerpts of any records deemed pertinent to this Agreement.

**8. Retention of Records**

Financial records, construction records, construction plans, supporting documents, and all other records pertinent to this Agreement shall be retained by the Board for a period of three (3) years from the date of its last Annual Report.

**9. Termination**

Either the City or the Board may terminate this Agreement without cause by providing sixty (60) days written notice specifying the date of termination. The City may terminate this Agreement for cause if it finds that the monies provided pursuant to this Agreement were used for purposes prohibited by Section 2.

**10. Expenditures**

Funds provided by the City to the Board in accordance with N.J.S.A. 40A:12A-22(m) are to

be used for the sole purpose of constructing and/or maintaining schools and school facilities, including charter schools and charter school facilities throughout the City.

**11. Indemnity**

The Board hereby covenants and agrees that it will release, defend, indemnify and save harmless the City, its officers, agents, and employees against any and all claims and any and all liability for damages, cost, charges and expenses of whatsoever kind or nature, including personal injury and property damage arising out of the Board's provision of services under this Agreement, other than liability arising out of the sole negligence or intentional or wanton or willful acts of the City.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly signed and sealed the day and year first above written.

**Attest:**

**CITY OF JERSEY CITY**

---

**Robert Byrne**  
City Clerk

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**Brian D. Platt**  
Business Administrator

**Witness:**

**JERSEY CITY BOARD OF EDUCATION**

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**Dr. Franklin Walker**  
Acting Superintendent of Schools

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

City Clerk File No. Res. 19-187

Agenda No. 10.J

Approved: MAR 13 2019

TITLE:



## **RESOLUTION RATIFYING 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) hired nineteen (19) Police Recruits on January 4, 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 commenced training at the Academy on January 4, 2019 and;

**WHEREAS**, the cost of training 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 nineteen (19) for a total cost of twenty six thousand, five hundred and five dollars (\$26,505.00), and

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

City Clerk File No. Res. 19-187Agenda No. 10.J **MAR 13 2019**

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 \$5,000.00 are available in the 2019 fiscal year temporary budget;

**Department of Public Safety/Division of Police**

<b>Acct. No.</b>	<b>P.O.#</b> <u>132737</u>	<b>Amount</b>
<b>01-201-25-240-307</b>	<b>Temp Encumb.</b>	<b>\$5,000.00</b>
	<b>Total Contract</b>	<b>\$26,505.00</b>

**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 letter permitting 19 Jersey City Police Recruits to attend the Bergen County Law & Public Safety Institute from January 4, 2019 to June 11, 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 (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: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3-13-19</u>											
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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council[Signature]  
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 AN AGREEMENT WITH BERGEN COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE BERGEN COUNTY LAW & PUBLIC SAFETY INSTITUTE**

**Initiator**

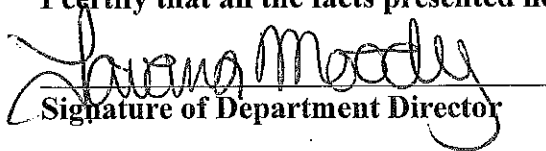
Department/Division	PUBLIC SAFETY	POLICE
Name/Title	SGT. MARTY PEREZ	TRAINING COMMANDER
Phone/email	201-547-6535	MTORRES@NJJCPS.ORG

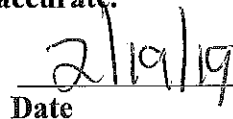
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

HIRING AND TRAINING OF 19 POLICE RECRUITS

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
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**

January 31, 2019

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

Basic Police Training Class #122 (January to June 2019)

Class Training – 19 officers @ \$1,350	\$ 25,650.00
Drug Testing (Urinalysis) – 19 officers @ \$45	855.00
	<u>\$ 26,050.00</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. 19-188

Agenda No. 10.K

Approved: MAR 13 2019

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 three (33) Police Recruits on January 4, 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 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 January 4, 2019 and;

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

**WHEREAS**, the number of Police Recruits shall not exceed a maximum of thirty-three (33) for a total cost of sixty eight thousand, six hundred and forty dollars (\$68,640.00), 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 UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY**

**WHEREAS**, funds in the amount of \$5,000.00 are available in the 2019 fiscal year temporary budget;

**Department of Public Safety/Division of Police**

<b>Acct. No.</b>	<b>P.O.#</b>	<b>Amount</b>
<b>01-201-25-240-307</b>	<b>132738</b>	<b>\$5,000.00</b>
	<b>Temp Encumb.</b>	<b>\$68,640.00</b>
	<b>Total Contract</b>	

**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 letter permitting 33 Jersey City Police Recruits to attend the Union County John H. Stamler Police Academy from January 4, 2019 to June 11, 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 (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

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING 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	MTORRES@NJJCPS.ORG

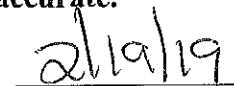
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

HIRING AND TRAINING OF 33 POLICE RECRUITS

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



# INVOICE



## JOHN H. STAMLER POLICE ACADEMY

1776 Raritan Road  
Scotch Plains, New Jersey 07076-2928  
Phone: (908)889-6112 Fax: (908)889-6359  
Email: [lmartinez@ucnj.org](mailto:lmartinez@ucnj.org)

STATEMENT NO. 1  
DATE February 4, 2019  
PURCHASE ORDER #  
TAX ID: # 22-6002481

ATTN: Police Training/Purchasing Department  
Jersey City Police Department  
1 Journal Square Plaza, 4th Floor  
Jersey City, New Jersey 07306

CLASS #: 120  
COURSE DATES: January 4, 2019 - June 11, 2019

### Basic Course for Police Officers Training

QUANTITY	DESCRIPTION	BALANCE	AMOUNT
33	Tuition: \$1,890.00 per recruit for out-of-county	\$ 1,890.00	\$ 62,370.00
39	For every 5 Recruits, the 6th Recruit is Free as per agreed.	\$ -	\$ -
33	Drug testing \$90.00	\$ 90.00	\$ 2,970.00
33	Firearms Range Fee \$100.00	\$ 100.00	\$ 3,300.00
Make all checks payable to U.C.P.O. Police Training Account			
Subtotal			\$ 68,640.00
Sales Tax			-
Total			\$ 68,640.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
\$68,640.00					\$68,640.00

#### REMITTANCE

Statement # 1  
Date Monday, February 04, 2019  
Amount Due \$68,640.00  
Amount Enclosed

Director: Eric G. Mason

Date: 2/4/2019

Thank you for selecting the John H. Stamler Police Academy for your recruit training.

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

City Clerk File No. Res. 19-189

Agenda No. 10.L

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED GLORIA JOHNSON-MOORE V. CITY OF JERSEY CITY, ET AL.

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, plaintiff Gloria Johnson-Moore filed suit against the City of Jersey City in the Hudson County Superior Court under docket no. HUD-L-1883-17; and

**WHEREAS**, the complaint alleges that on August 1, 2016, plaintiff suffered injuries after she tripped and fell on the sidewalk of Woodland Avenue; and

**WHEREAS**, the Corporation Counsel has recommended a settlement to pay the plaintiff the total sum of \$25,000.00 because of the litigation risks involved; and

**WHEREAS**, the plaintiff agreed to accept a total payment of \$25,000 to settle her claims against all the City of Jersey City in the above referenced matter and has signed the required settlement documents including a release and stipulation of dismissal; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

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

1. The Corporation Counsel be authorized to settle the above referenced lawsuit for \$25,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$25,000.00 payable to "Zavodnick, Perlmutter & Boccia, LLC, in trust for Gloria Johnson-Moore."

PA  
3/4/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED  
GLORIA JOHNSON-MOORE V. CITY OF JERSEY CITY, ET AL.**

**Initiator**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	(201) 547-5229	pbaker@jcnj.org


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

**Resolution Purpose**

In this matter, plaintiff alleged that on August 1, 2016, she suffered injuries after she tripped and fell on the sidewalk of Woodland Avenue.

Considering the risks and costs associated with trial, the Corporation Counsel respectfully submits that the City Council approve a settlement for a total payment of \$25,000 to the plaintiff who is willing to accept this payment in full and final settlement of this matter.

**I certify that all the facts presented herein are accurate.**

  
**Signature of Department Director**

March 1, 2019  
**Date**

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

City Clerk File No. Res. 19-190

Agenda No. 10.M

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED TERELL CHEATHAM V. CITY OF JERSEY CITY, ET AL.

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, plaintiff Terell Cheatham filed suit against the City of Jersey City, the Jersey City Police Department and certain police officers in the United States District Court Hudson for the District of New Jersey under Civil Action no. 2:16-cv-08824-MCA-SCM; and

**WHEREAS**, the complaint alleges that the plaintiff was subjected to excessive physical force caused by the defendant police officers in connection with plaintiff's arrest on October 20, 2015 on Armstrong Avenue in Jersey City, New Jersey; and

**WHEREAS**, the Corporation Counsel has recommended a settlement to pay the plaintiff the total sum of \$55,000.00 because of the litigation risks involved; and

**WHEREAS**, the plaintiff agreed to accept a total payment of \$55,000 to settle his claims against all defendants in the above referenced matter and has signed the required settlement documents including a release and stipulation of dismissal; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$55,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$55,000.00 payable to "Law Offices of Rosemarie Arnold, in trust for Terell Cheatham."

PA  
3/4/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-13-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED  
TERELL CHEATHAM V. CITY OF JERSEY CITY, ET AL.****Initiator**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	(201) 547-5229	pbaker@jenj.org

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

**Resolution Purpose**

This civil matter arises out of plaintiff's allegations that plaintiff was subjected to excessive physical force caused by the defendant police officers in connection with plaintiff's arrest on October 20, 2015 on Armstrong Avenue in Jersey City, New Jersey.

Considering the risks and costs associated with trial, the Corporation Counsel respectfully submits that the City Council approve a settlement for a total payment of \$55,000 to the plaintiff who is willing to accept this payment in full and final settlement of this matter.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

March 1, 2019  
Date

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

City Clerk File No. Res. 19-191

Agenda No. 10.N

Approved: MAR 13 2019

TITLE:

**RESOLUTION REJECTING THE SOLE BID RECEIVED BY THE CITY OF JERSEY CITY ON FEBRUARY 7, 2019 FOR A CONTRACT KNOWN AS LOEW'S THEATRE STANDPIPE AND EMERGENCY LIGHTING, PROJECT NO. 2013-004**



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

**WHEREAS**, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Loew's Theatre - Standpipe and Emergency Lighting, Project No. 2013-004 (Project); and

**WHEREAS**, on February 7, 2019, the City of Jersey City (City) received one (1) bid from:

	<u>Base Bid</u>	<u>Alternates</u>
Louis Gargiulo Company	\$740,000.00	\$1,251,480.00; and

**WHEREAS**, this bid substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$400,000.00; and

**WHEREAS**, the City's Director of Architecture recommends that the bid be rejected; and

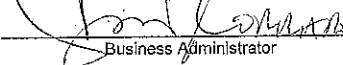
**WHEREAS**, since this project has been publically advertised, bid and exceeds the Architect pre-bid estimate on two separate occasions, the City can now negotiate a contract pursuant to N.J.S.A. 40A:11-5(3); and

**WHEREAS**, N.J.S.A. 40A:11-13.2(a) authorizes the rejection of all bids when bids substantially exceed the pre-bid estimate;

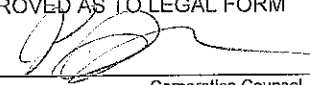
**NOW THEREFORE**, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, the bid received by the City on February 7, 2019 for a contract known as Loew's Theater - Standpipe and Emergency Lighting Project, Project No. 2013-004 is rejected and the Purchasing Agent is authorized to negotiate a contract.

RR/ab  
February 21, 2019

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED

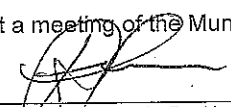
7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 REJECTING THE SOLE BID RECEIVED BY THE CITY OF JERSEY CITY ON FEBRUARY 7, 2019 FOR A CONTRACT KNOWN AS LOEW'S THEATRE - STANDPIPE AND EMERGENCY LIGHTING, PROJECT NO. 2013-004**

**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**

Improvements to the standpipe and emergency lighting at the Loew's Theatre.

Bids were received at the Division of Purchasing on February 7, 2019, however only one bid was received and it substantially exceeded the Division of Architecture's (Division) pre-bid estimate for this Project of \$400,000.00.

The City's Director of Architecture recommends that the bid be rejected. This project has been publically advertised, bid and exceeds the Architect pre-bid estimate on two separate occasions, the City can now negotiate a contract pursuant to N.J.S.A. 40A:11-5(3).

**Cost (Identify all sources and amounts)**

N/A

**Contract term (include all proposed renewals)**

N/A

Type of award Fair and Open

If "Other Exception", enter type

**Additional Information**

One (1) proposal was received from the following:

	<u>Base Bid</u>	<u>Alternates</u>
Louis Gargiulo Company	\$740,000.00	\$1,251,480.00

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

2-21-19  
Date

ab

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

City Clerk File No. Res. 19-192

Agenda No. 10.0

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_

## WITHDRAWN



### RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY ERFS, INC. FOR PROVIDING ENVIRONMENTAL CONSULTING SERVICES TO THE CITY.

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Municipal Council of the City of Jersey City ("City") approved Resolution 14.335 on May 14, 2014 authorizing a professional services agreement with ERFS, Inc., ("ERFS") 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. ("PPG") on Garfield Avenue and other sites pursuant to a consent judgment entered into by the City and PPG; and

**WHEREAS**, PPG Industries is required to make \$350,000 in payments for experts to be retained by Jersey City; and

**WHEREAS**, Resolution 17.683 approved on August 16, 2017, reauthorized a professional services agreement with ERFS and increased the contract amount by an additional \$50,000; and

**WHEREAS**, the contract authorized by Resolution 17.683 expired in August, 2018; and

**WHEREAS**, Resolution 19.069 approved on January 24, 2019, authorized the award of a professional services contract to ERFS for an additional year not to exceed \$100,000; and

**WHEREAS**, ERFS performed services for the City in good faith between the expiration of the contract in 2017 and the award of the new contract on January 24, 2019; and

**WHEREAS**, outstanding invoices have been submitted to the City that total \$23,700.00 for services performed in the months of September through December, 2018 (Attachment A); and

**WHEREAS**, ERFS has requested that the City immediately pay the sum of \$23,700.00 for the services provided; and

**WHEREAS**, J. Nicholas Strasser, First Assistant Corporation Counsel for the City of Jersey City, has reviewed ERFS's request for payment and has certified that ERFS rendered the services requested by the City from September through December, 2018 and has certified that ERFS's bill for providing such services is fair and reasonable (Attachment B); and

**WHEREAS**, ERFS performed the services in good faith and is entitled to receive payment for the services provided; and

**WHEREAS**, the sum of \$23,700.00 from Account No. 04-215-55-152-990 shall be made available for the purpose of paying the outstanding claims submitted by ERFS. Purchase Order # \_\_\_\_\_

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

- 1) The City is hereby authorized to pay ERFS the sum of \$23,700.00 for the outstanding claims for providing professional environmental consulting services to the City from September through December, 2018; and

City Clerk File No. Res. 19-192Agenda No. 10.0

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM  
SUBMITTED BY ERFIS, INC. FOR PROVIDING ENIRONMENTAL  
CONSULTING SERVICES TO THE CITY.**

- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by ERFIS 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.

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that funds in the amount of \$23,700.00 are available in Account No. 01-201-23-210-640. Purchase Order #: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Castillo  
Acting Chief Financial Officer

JMcK  
3/5/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certific

Not Re

# WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3.13.19</b>											
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.

\_\_\_\_\_  
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 PAYMENT OF A CLAIM  
SUBMITTED BY ERFIS, INC. FOR PROVIDING ENVIRONMENTAL  
CONSULTING SERVICES TO THE CITY**

**Project Manager**

Department/Division	Engineering	
Name/Title	Joe Cunha	Director
Phone/email	(201) 547-6986	<a href="mailto:JCunha@icnj.org">JCunha@icnj.org</a>

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

**Contract Purpose**

Professional Services for providing environmental services to the City.

**Cost (Identify all sources and amounts)**

\$23,700.00

**Contract term (include all proposed renewals)**

September, 2018 through December, 2018

Type of award

Settlement

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

16  
Signature of Department Director

3/6/19  
Date

# ATTACHMENT A

Environmental Remediation and Financial Services, LLC



Pay-for-Performance Remediation Services

Environmental Remediation and  
Financial Services, LLC

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

732-974-3570

Fax: 732-974-3571

[www.erfs.com](http://www.erfs.com)

**Invoice** Billing Cycle

September 2018

**Bill To:**

Office of Corporation Counsel, City of Jersey City, NJ  
280 Grove Street  
Jersey City, NJ 07302  
Attn: Mr. Peter Baker

**Invoice #:**

20-1005-01ds

**Invoice Date:**

10/5/2018

**Customer ID:**

JCL-NJ

**Site Location:**

PPG Chromium Sites  
Jersey City, NJ

ERFS Standard Rates

Task	Units	Unit Cost	# Units Billed	Total
JCO Remediation Project Review				
Professional Consulting Services				
Project Manager/Professional Geologist -D. Spader	Hrs	\$ 150.00	43.5	\$ 6,525.00
Professional Engineer - R. Adams	Hrs	\$ 150.00	0	\$ -
Principal - M. Vigneri	Hrs	\$ 150.00	0	\$ -
Expenses (Cost)			Cost	Cost
Time & Materials Total:				\$6,525.00

**TOTAL DUE:**

**\$6,525.00**

Notes: As per 2017 Agreement

Project Manager: Dave Spader 914-834-4195

ERFS Tax ID # 20-0321720

**Remittance**

**Customer ID:**

JCL-NJ

**Date:**

10/5/18

**Amount Due:**

\$6,525.00

**Please Mail To:**

**ERFS**

2150 Highway 35, Suite 250

Sea Girt, NJ 08750



**Environmental Remediation and Financial Services, LLC**  
 ERFS, 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 Phone: 732-892-3160 Fax: 732-892-3161

**Monthly Time Record - Jersey City Chromium Project**

Employee Name: David Spader

Month/Year: September 2018

**Time & Material:**

Date	Site	Hours	Task
9/4/2018		2.5	Principal Call & prep; Email from AECOM - Al Smith Moving (ASM); telcon w/ Pete Sorge; review JCMUA HSN sewer re-route plan
9/5/2018		2.5	Issue draft email for JCMUA on HSN; Questions to AECOM for ASM RAR; email comments from B Doshi
9/6/2018		1.5	Reply email to City w edits to draft email on HSN; rec'd GAG sched update; various other emails
9/7/2018		2	Email to J Farrell with draft copy of HSN sewer re-rout proposal & send final to PPG & JCO group; Sched updates from APTIM & ARCADIS; rec'd Rev1 Site 65 RAR from APTIM
9/10/2018		2	Review J Ray Taracking log; Weston email on GAG GW monitoring plan; follow-up on JC invoicing; review AECOM RTCs on ASM RAR T&F - sent email to Aimee (AECOM)
9/11/2018		3.5	Prepare agenda for Carteret Tech call & send; review Carteret draft RAWP
9/12/2018		4	Carteret Tech call & prep & followups; review Carteret draft RAWP; email form PPG on HSN proposal
9/13/2018		2	Carteret RAWP review
9/14/2018		3	Carteret RAWP review and prepare comments for review by N. Strasser
9/17/2018		3	Principal call & prep; Aug invoice; email to J Cunha; rec'd Carteret sewer profile fig from AECOM
9/18/2018		1	Review J Ray Finalization process for reports; Weston email w/ comments to Site 16 RAR
9/19/2018		2	Review Q2 GW report by ARCADIS
9/20/2018		2	Rec'd AMP reports; Weston comments on Site 65 deed notice; rec'd Forrest St Emanating From memo from AECOM
9/21/2018		1	Rec'd agenda for PM call on Mondau; review J Ray tracking log
9/24/2018		3	JCO PM call & prep; emails to JCMUA and City Eng about Carteret review; rec'd roadway Emanating From docs from AECOM; rec'd GAG GW monitoring plan from AECOM; rec'd
9/25/2018		3	Telcon w/ Aimee F (AECOM) to go over City comments to RAWP/GAG sites; reviewed revised docs sent by Aimee; rec'd additional files on Forrest St RAR; prep agenda & summary notes for Carteret Tech call; sent email inquiry to J Cunha about Ten-West DOB inspection
9/26/2018		2	Carteret Tech call & recap notes; review GAG RAWP revisions
9/27/2018		2	Rec'd Weston comments on revised TEP for Site 16; Weston review comments on 457 Communipaw site; telcon from J Ray on procedure for finalizing reports
9/28/2018		1.5	N Strasser email on Indemnification Agreement (Carteret) and reply; telcon w/ N strasser to review status
43.5			

Employee Signature: David Spader

Date: 10/5/2018

Manager Signature: Mark B. Vigneri

Date: 10/5/2018

Environmental Remediation and Financial Services, LLC



Pay-for-Performance Remediation Services

Environmental Remediation and  
Financial Services, LLC

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

732-974-3570

Fax: 732-974-3571

[www.erfs.com](http://www.erfs.com)

## Invoice

Billing Cycle

October 2018

**Bill To:**

Office of Corporation Counsel, City of Jersey City, NJ

280 Grove Street

Jersey City, NJ 07302

Attn: Mr. Peter Baker

**Invoice #:**

21-1105-01ds

**Invoice Date:**

11/5/2018

**Customer ID:**

JCL-NJ

**Site Location:**

PPG Chromium Sites

Jersey City, NJ

**ERFS Standard Rates**

Task	Units	Unit Cost	# Units Billed	Total
JCO Remediation Project Review				
Professional Consulting Services				
Project Manager/Professional Geologist - D. Spader	Hrs	\$ 150.00	39	\$ 5,850.00
Professional Engineer - R. Adams	Hrs	\$ 150.00	0	\$ -
Principal - M. Vigneri	Hrs	\$ 150.00	0	\$ -
Expenses (Cost)			Cost	Cost
Time & Materials Total:				\$5,850.00

**TOTAL DUE:**

**\$5,850.00**

Notes: As per 2017 Agreement

Project Manager: Dave Spader 914-834-4195

ERFS Tax ID # 20-0321720

**Remittance**

**Customer ID:**

JCL-NJ

**Date:**

11/5/18

**Amount Due:**

\$5,850.00

**Please Mail To:**

ERFS

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

# Environmental Remediation and Financial Services, LLC

ERFS, 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750

Phone: 732-892-3160 Fax: 732-892-3161

## Monthly Time Record - Jersey City Chromium Project

Employee Name: David Spader

Month/Year: October 2018

### Time & Material:

Date	Site	Hours	Task
10/1/2018		2.5	Rec'd email report from DOB report on Ten West inspection; sent email on RAWP comments to JCMUA & City Eng; email to Nick Strasswer; rec'd various emails from JCO group
10/2/2018		1.5	Rec'd Carteret excavation figure from AECOM; email from Hannah Bariges re - Indemnification agreement from PPG; sent docs to Hannah for background
10/3/2018		1.5	email to CME seeking confirm for submittal of sewer plans to NJEIT; email from Nick S. to proceed with scheduling meeting on Carteret tech issues
10/4/2018		3	Rec'd AMP report from AECOM; Rec'd RAWP for AOCs 3&4 for Site 16 from APTIM; rec'd sched updates for Site 166; rec'd Caven Point rd/Pacific Ave delineation pkg; prepared email for J. Farrell at JCMUA; rec'd GAG sched update; telcon w/ Rich F (PPG) about water main shut down on Halladay.
10/5/2018		3	Sent email to J Farrell - rec'd cc followup from Riccio and email reply from Jeremy; issued comments to AECOM on Carteret RAWP; various emails
10/8/2018		1	Rec'd request from B Doshi for copy of latest M Sched; cancelled this week's tech call on Carteret; email to J Ray
10/9/2018		1	Rec'd sched updates for GAG sites; rec'd M Sched copy from J Ray
10/10/2018		1	Email from Weston asking for status on on reviews; prepared and sent email to JCO group on RTCs for final GAG RAWP - acceptable to City
10/11/2018		1	Sent B Doshi latest PPG Gannt chart sched.; rec'd Q3 inspection reports for IRMs; rec'd AMP reports from AECOM
10/12/2018		0	vacation day
10/15/2018		0.5	Sent VM to Ed T (CME) - confirm request regarding Carteret sewer plan submittal; rec'd reply for CME
10/16/2018		1	Email from Hannah B and reply - re NJEIT submittal; email from Nick S - arrangements for tech meeting at JCMUA
10/17/2018		2.5	Review emails and docs rec'd while away on Business Trip; various emails; rec'd proposed soil boring locations for Pacific Ave
10/18/2018		1.5	Email inquiry from APTIM re - any additional comments on Site 65 RAR; sent email to Aptim on next Rev submittal; rec'd AMP reports from AECOM
10/19/2018		1	Weston email comments on HSS RAR; rec'd PM call agenda; APTIM sent Rev2 for Site 65 RAR
10/22/2018		2	Sent info to Weston on City comments to GAG RAWP; prep for meeting tomorrow at JCMUA
10/23/2018		5.5	JCMUA meeting with PPG to discuss Carteret excavation plans, MOU, Indem agreement; rec'd copy of CME design for sewer rehab - distributed to JCO group; prep & send summary of today's meeting to group
10/24/2018		1	Sent copy of MOU and cost allocation to Nick S; email from Hannah B re - cost allocation - sent reply; sent copy of Carteret RAWP to Hannah B
10/25/2018		1	Rec'd AMP summary from AECOM; rec'd GW RIWP from APTIM for Site 63
10/26/2018		4	Email from Hannah B w/ draft of MOU & cost allocation; rec'd agenda for Princ Call; prepared & sent comments for HSS RAR to AECOM
10/29/2018		1.5	Hannah B sent revised copy of cost allocation w/ comments; email from Ed T (CME) to Cam D (AECOM) re- geotech borings for siphon area; Principal call and prep
10/30/2018		1.5	Reply to Ed T from Cam D; sent revisions/comments for MOU & cost allocation to Hannah
10/31/2018		0.5	Email inquiry from AECOM on soil re-use plan - forward to Law Dept

39

Employee Signature: David Spader

Date: 11/5/2018

Manager Signature: Mark L. Vigneri

Date: 11/5/2018

Environmental Remediation and Financial Services, LLC



Pay-for-Performance Remediation Services

Environmental Remediation and  
Financial Services, LLC

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

732-974-3570

Fax: 732-974-3571

[www.erfs.com](http://www.erfs.com)

**Invoice** Billing Cycle

November 2018

**Bill To:**

Office of Corporation Counsel, City of Jersey City, NJ  
280 Grove Street  
Jersey City, NJ 07302  
Attn: Mr. Peter Baker

**Invoice #:**

21-1203-01ds

**Invoice Date:**

12/3/2018

**Customer ID:**

JCL-NJ

**Site Location:**

PPG Chromium Sites  
Jersey City, NJ

**ERFS Standard Rates**

Task	Units	Unit Cost	# Units Billed	Total
JCO Remediation Project Review				
Professional Consulting Services				
Project Manager/Professional Geologist -D. Spader	Hrs	\$ 150.00	42	\$ 6,300.00
Professional Engineer - R. Adams	Hrs	\$ 150.00	0	\$ -
Principal - M. Vigneri	Hrs	\$ 150.00	0	\$ -
Expenses (Cost)			Cost	Cost
Time & Materials Total:				\$6,300.00

**TOTAL DUE: \$6,300.00**

Notes: As per 2017 Agreement

Project Manager: Dave Spader 914-834-4195

ERFS Tax ID # 20-0321720

**Remittance**

**Customer ID:**

JCL-NJ

**Date:**

12/3/18

**Amount Due:**

\$6,300.00

**Please Mail To:**

ERFS

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

# Environmental Remediation and Financial Services, LLC

ERFS, 2150 Highway 35, Suite 260, Sea Girt, New Jersey 08760

Phone: 732-692-3160 Fax: 732-692-3161

## Monthly Time Record - Jersey City Chromium Project

Employee Name: David Spader

Month/Year: November 2018

### Time & Material:

Date	Site	Hours	Task
11/1/2018		1	Rec'd AECOM AMP summary; rec'd GAG sched update and GW IRM update; rec'd revisions to draft MOU for Carteret
11/2/2018		1	Review email from Weston on ASM Tab & Figs; email from N Colson on residential inspection program
11/5/2018		3.5	Prepare Carteret Tech call agenda; email edits to MOU and cost allocate spreadsheet to Hannah B; various other emails; Oct invoice prep.
11/6/2018		0.5	Email from Riccio responding to Hannah B; update on spill at GAG site
11/7/2018		1.5	Rec'd sched update from APTIM; Weston emails on Site 107 and AMP revision; emails on Carteret MOU docs; updated Tracking Log from N Colson
11/8/2018		0.5	Rec'd AMP report from AECOM
11/9/2018		3	Rec'd agenda for Princ Call; Carteret Tech call and pre-call prep; email from J Cunha on Carteret excavation plan; emails exchanged w/ Hannah B; Weston email approving GAG RAWP; schedule review call w/ Aimee (AECOM)
11/12/2018		1.5	Telcon w/ Aimee F (AECOM) on HSS comments; rec'd email from Leclair Ryan comments to MOU;
11/13/2018		2.5	Reviewed GAG RAPR Q3 for GAG sites; review Tracking Log; Principal Call & prep
11/14/2018		2.5	Review CME email to AECOM on excav. detail; MOU related emails; draft cost estimates for soils disposal for City; telcon w/ Hannah B on cost est.
11/15/2018		3	Prepared revision of historic fill soil estimates for Law Dept and Engineering; telcon w/ Prabal (Weston) re: fill re-use; various emails on MOU revisions
11/16/2018		2	Emails about historic fill and MOU issues; reviewed agenda for PM call; Weston email on Forrest St RAWP; rec'd deed notice summary and drafts from AECOM
11/19/2018		6	Email from Cam on new proposed excav technique; PM call and prep; Sent Hannah clean copy of draft Carteret RAWP and deed notice summary; attended JC city council caucus meeting for presentation of historic fill issue
11/20/2018		1	Telcon w/ P. Sorge re: deed notice summaries; follow up telcon w/ Hannah and fwd to JCRA and City Eng.
11/21/2018		3.5	Telcon w/ D. Doyle on MOU resolution, deed notices for roadways; Forrest St issues, other deed notice format; conf call w/ Hampshire group on deed notices; review Forrest St RAR T& Figs and RAWP; rec'd final draft of Carteret RAWP
11/26/2018		2.5	Principal call & prep; review Forrest St RAWP comments from Weston; email to B Doshi about deed notices
11/27/2018		1.5	Email to Cam Dixon on Carteret RAWP distribution; download files for Site 132 RAR, ASM RAR from AECOM; email from R Haytas on MOU docs; emails from Hampshire; email from Weston on GW RIWP for Site 63; rec'd AMP report from AECOM
11/28/2018		0.5	emails from Hannah B on MOU docs
11/29/2018		2.5	Email from Weston - review comments to GW RIWP; review Forrest St RAR and RAWP and send email to Weston & Dept regarding deed notices; scheduling for next Hampshire call
11/30/2018		2	Review deed notices proposed for GAG sites; telconf w/ Hampshire group and JCRA re: deed notices

42

Employee Signature: David Spader

Date: 12/3/2018

Manager Signature: Mark R. Vigneri

Date: 12/3/2018

Environmental Remediation and Financial Services, LLC



Pay-for-Performance Remediation Services

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Financial Services, LLC

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

732-974-3570

Fax: 732-974-3571

[www.erfs.com](http://www.erfs.com)

## Invoice

Billing Cycle

December 2018

**Bill To:**

Law Department, City of Jersey City, NJ  
280 Grove Street  
Jersey City, NJ 07302  
Attn: Mr. Peter Baker

**Invoice #:**

21-1231-01ds

**Invoice Date:**

12/31/2018

**Customer ID:**

JCL-NJ

**Site Location:**

PPG Chromium Sites  
Jersey City, NJ

ERFS Standard Rates

Task	Units	Unit Cost	# Units Billed	Total
<b>JCO Remediation Project Review</b>				
<b>Professional Consulting Services</b>				
Project Manager/Professional Geologist -D. Spader	Hrs	\$ 150.00	33.5	\$ 5,025.00
Professional Engineer - R. Adams	Hrs	\$ 150.00	0	\$ -
Principal - M. Vigneri	Hrs	\$ 150.00	0	\$ -
<b>Expenses (Cost)</b>			<b>Cost</b>	<b>Cost</b>
<b>Time &amp; Materials Total:</b>				<b>\$5,025.00</b>

**TOTAL DUE:**

**\$5,025.00**

**Notes:** As per 2017 Agreement

Project Manager: Dave Spader 914-834-4195

ERFS Tax ID # 20-0321720

**Remittance**

**Customer ID:**

JCL-NJ

**Date:**

12/31/18

**Amount Due:**

\$5,025.00

**Please Mail To:**

**ERFS**

2150 Highway 35, Suite 250

Sea Girt, NJ 08750

# Environmental Remediation and Financial Services, LLC

ERFS, 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750

Phone: 732-892-3160 Fax: 732-892-3161

## Monthly Time Record - Jersey City Chromium Project

Employee Name: David Spader

Month/Year: December 2018

### Time & Material:

Date	Site	Hours	Task
12/3/2018		3.5	Prep for City Hall meeting on deed notices; prep monthly invoice; Hampshire corr from Coakley on deed notices
12/4/2018		5.5	Reply to AECOM on Forrest St RAR T & Figs; prep for City Hall meeting; Meeting on deed notices and discussions on payments/invoices
12/5/2018		3	Carteret Tech call and prep; ARCADIS Site 107 TEP - final - download & file; AECOM AMP summary and followup emails regarding PFC; telcon w/ J Ray on review schedule and VOC issue at Ph 3B south
12/6/2018		1	AECOM emails - weekly AMP & schedule updates; ARCADIS email sched updates; followup w/ J Cunha on contract
12/7/2018		2.5	Cam Dixon email on soft dig technique; AECOM GWRI sched update; Email to Hannah B re review sched; AECOM email & phone call - 2nd spill incident; send docs to Hannah for review; email to P Sarge w/ copy of Q3 GW update
12/10/2018		2.5	Principal call & prep; various emails
12/11/2018		1	Download Site 133E/135 RARs issued by AECOM; various emails
12/12/2018		1	Review tracking log for review schedule; review Weston email - Carteret comments
12/13/2018		1	Email to Hannah on review schedule; various emails from AECOM
12/14/2018		2	M Terill email on Carteret design; agenda for PM call; prep contract paperwork from City Eng; Weston email on Forrest RAR T & Figs
12/17/2018		3	Tracking log review; prep for PM call; telcon w/ Prabhat (Weston) on GW meeting and issues
12/18/2018		1.5	Download Site 137N/143 RAR from AECOM; prep for Principal call
12/19/2018		1	Principal call; various emails
12/20/2018		1	Weston comments on Carteret RAWP; AECOM AMP amendment rec'd & reviewed
12/21/2018		0.5	Email from Hannah B - final MOU edits; accepted by NJDEP
12/27/2018		1	Telcon w/ Ed Traina (CME) regarding Carteret sewer design and review by NJEIT; AECOM AMP report
12/28/2018		1	Review Carteret RAWP
12/31/2018		1.5	Email to Hannah B; download docs for Site 114 RAR, setup conf call schedule for Carteret Tech call
		33.5	

Employee Signature: David Spader

Date: 12/31/2018

Manager Signature: Mark D. Vignoni

Date: 12/31/2018

# **ATTACHMENT B**



I, J. Nicholas Strasser, First Assistant Corporation Counsel for the City of Jersey City, certify that the bills submitted by ERFS, Inc. are for services rendered and delivered to the City of Jersey City regarding the provision of professional legal services in association with various environmental matters from September through December, 2018. I further certify that the bills received by the City from ERFS, Inc. for the provision of the services are fair and reasonable.

Date: \_\_\_\_\_

\_\_\_\_\_  
J. Nicholas Strasser,  
First Assistant Corporation Counsel  
City of Jersey City

# ATTACHMENT C

## RELEASE AND AFFIDAVIT

This Release, dated \_\_\_\_\_, 2019, is given by the Releasor, **ERFS, Inc.**, 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 **\$23,700.00** 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. 19-193

Agenda No. 10, P

Approved: MAR 13 2019

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LOUIS GARGIULO COMPANY, INC., FOR THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE.**

**COUNCIL**

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

**WHEREAS**, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for the **Marion Gardens - Police Auxiliary Building, Project No. 2017-003** for the Department of Administration/Division of Architecture pursuant to specifications and bids thereof; and

**WHEREAS**, the City received (3) Bids, the lowest responsible bid being that from **Louis Gargiulo Company, Inc., 44-46 State Street, Jersey City, New Jersey 07304**, in the total bid amount of **Nine Hundred Fifty Four Thousand (\$954,000.00) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the total encumbrance amount of **Nine Hundred Fifty Four Thousand (\$954,000.00) Dollars** is available in **Capital Accounts #04-215-55-943-990, 04-215-55-944-990 and 04-215-55-901-990**; and

**Dept. of Administration/Division of Architecture**

Acct. No.	P.O. #		Amount
04-215-55-111-990	132708	Capital Acct	\$500,000.00
04-215-55-944-990	132709	Capital Acct	\$311,461.86
04-215-55-901-990	132710	Capital Acct	\$142,538.14
		<b>Total Contract</b>	<b>\$954,000.00</b>
04-215-55-901-990	132711	Capital Acct Contingency	\$190,800.00
		<b>Total Encumbrance</b>	<b>\$1,144,800.00</b>

**WHEREAS**, these funds are available for this expenditure in accordance with 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 the said bid of the aforementioned **Louis Gargiulo Company, Inc.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or 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; and be it further

**RESOLVED**, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(continued on page 2)

City Clerk File No. Res. 19-193Agenda No. 10.P **MAR 13 2019**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LOUIS GARGIULO COMPANY, INC., FOR THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE.**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

**Dept. of Administration/Division of Architecture**

Acct. No.	P.O. #		Amount
04-215-55-111-990	132708	Capital Acct	\$500,000.00
04-215-55-944-990	132709	Capital Acct	\$311,461.86
04-215-55-901-990	132710	Capital Acct	<u>\$142,538.14</u>
		<b>Total Contract</b>	<b>\$954,000.00</b>
04-215-55-901-990	132711	Capital Acct Contingency	<u>\$190,800.00</u>
		<b>Total Encumbrance</b>	<b>\$1,144,800.00</b>

Approved by Raquel Londo, PPPS  
 (Petra) Folgado, Director of Purchasing, QPA

PF/RR/pc  
 2/27/19

JMK  
 3/4/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 6-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.  
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
 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 LOUIS GARGIULO COMPANY, INC. FOR THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**Project Manager**

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

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

**Contract Purpose**

There exist a need to make renovations to 400 US Highway 1, Building #8 to allow for police presence in the Marion Gardens section of the City. Bids were received on February 14, 2019 at the Division of Purchasing. Three (3) Bids were received.

Louis Gargiulo Company, Inc.	\$ 954,000.00
Greater Bergen Community Action	\$ 972,800.00
K.J. Sessa, Inc.	\$1,101,500.00

**Various Parks General Parks Account**

04-215-55-111-990	\$ 500,000.00
04-215-55-944-990	\$ 311,461.86
04-215-55-901-990	\$ 142,538.14
04-215-55-901-990	\$ 190,800.00 (20% Con.)
	\$1,144,800.00

**Contract term (include all proposed renewals)**

Approximately 120 days after contract award

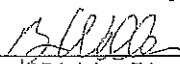
Type of award **Public Bid Award**

If "Other Exception", enter type

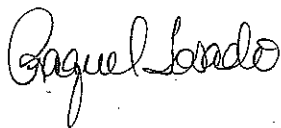
**Additional Information**

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

2-19-19  
Date



2/27/19

# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0186690, 0187561 & 187562

PO # 132708, 132709 & 132710

DEPT/DIV: Admin/Architecture  
Transportation

SUBJ: Marion Gardens - Police Auxiliary Building  
Project No. 2017-003

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution	Open-End
Proposal Page/Amounts		X			X	
EEO/AA Compliance		X				
BRC/Validation		X				
Certification Regarding Suspension/Debarment		X				
Legislative Fact Sheet/ Determination of Value		X				

Notes:

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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 : February 19, 2019  
TO : Brian Platt, Business Administrator  
FROM : Brian F. Weller, L.L.A., A.S.L.A., Director  
SUBJECT : Marion Gardens - Police Auxiliary Building  
Project No. 2017-003

We have reviewed the bids received on February 14, 2019 at the Division of Purchasing at 11:00 a.m. and recommend award to the low bidder, Louis Gargiulo Company, Inc., 44-46 State Street, Jersey City, New Jersey 07304.

Louis Gargiulo Company, Inc.	\$ 954,000.00
Greater Bergen Community Action	\$ 972,800.00
K.J. Sessa, Inc.	\$1,101,500.00

The project is funded by Capital Parks Improvements, please encumber as follows:

<u>Purchase Requisition #</u>	<u>Account #</u>	<u>Amount</u>
R0186690	04-215-55-111-990	\$ 500,000.00
R0187561	04-215-55-944-990	\$ 311,461.86
R0187562	04-215-55-901-990	\$ 142,538.14
R0186691	04-215-55-901-990	\$ 190,800.00 (20% Contingency)
		\$1,144,800.00

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

ab  
Attachments

c: Peter Folgado, Purchasing Director  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Assistant





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 : February 19, 2019

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

FROM : Brian F. Weller, L.L.A., A.S.L.A., Director (b)

SUBJECT : Marion Gardens - Police Auxiliary Building  
Project No. 2017-003

Attached for your consideration is the Resolution authorizing the award of a contract to Louis Gargiulo Company, Inc. for the Marion Gardens - Police Auxiliary Building project. The work consists of the following:

1. Removal of existing entire lower roof of structure (over garage) and installation of new EPDM roof.
2. Removal of existing doors, garage overhead door and windows and replacement of new doors and windows;
3. Removal of existing chain-link fencing and gates inside the garage and erection of new walls (metal stud framing and sheet rock);
4. Partial saw-cutting and removal of existing concrete slab and asphalt pavement;
5. Partial removal of masonry walls for new window openings;
6. Removal of existing electrical devices, light fixtures, heaters, wiring etc. and installation of new electrical devices, light fixtures, switches, etc.;
7. Installation of new drop ceiling, finishes (carpet, tiles, etc.), exterior and interior room signage, new rooftop unit, duct work, registers and controls;
8. Modification to existing sprinkler system; and
9. Acquisition of all necessary permit(s) from various agencies having authority.

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

ab

# BID PROPOSAL Continued

## TOTAL BID PRICE:

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

NINE HUNDRED TWENTY THREE THOUSAND  $\frac{00}{100}$   
(In Writing)

\$ 923,000  $\frac{00}{100}$   
(In Figures)

## UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

Item No. 1: Unforeseen excavation and replacement with approved engineered fill if encountered in excess of what is required in the base bid as indicated on Drawing D1.1 for general improvement.

10 C.Y. @ \$ 200  $\frac{00}{100}$  Per C.Y. for a Total Cost of \$ 2,000  $\frac{00}{100}$   
(Unit Price in Figures) (Total Cost Item 1 in Figures)

10 C.Y. @ TWO HUNDRED  $\frac{00}{100}$   
(Write Unit Price)

Per C.Y. for a Total Cost of: TWO THOUSAND  $\frac{00}{100}$   
(Write Total Cost - Item No. 1)

Item No. 2: Rock removal if encountered during removal of lawn, curb, asphalt and concrete as indicated on the Demolition Plan Drawing D1.1. Removal shall be based on line drilling method.

5 C.Y. @ \$ 1,000  $\frac{00}{100}$  Per C.Y. for a Total Cost of \$ 5,000  $\frac{00}{100}$   
(Unit Price in Figures) (Total Cost Item 2 in Figures)

5 C.Y. @ ONE THOUSAND  $\frac{00}{100}$   
(Write Unit Price)

Per C.Y. for a Total Cost of: FIVE THOUSAND  $\frac{00}{100}$   
(Write Total Cost - Item No. 2)

BID PROPOSAL  
(Continued)  
PROJECT NO. 2017-003

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE:** (Base Bid Plus Total Cost for Items Nos. 1 and 2) .

\$930,000<sup>00</sup>  
(In Figures)

NINE HUNDRED THIRTY THOUSAND<sup>00</sup>  
(In Writing)

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials 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 Bid Price above in accordance with the above Unit Price(s).

BID PROPOSAL  
(Continued)  
**SCHEDULE OF PRICES**  
**(FOR ALTERNATES)**

**ALTERNATES:**

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

**ALTERNATE #A:**

(Add ☐ or Deduct ☐) please indicate with a check mark.

**ALTERNATE #A:**

Remove portions of exterior masonry wall construction as indicated in the first floor demo plans of the drawings and install new windows as shown on Drawing A1.1.

\$ 24,000<sup>00</sup> ~~00~~  
(Alternate #A - In Figures)

TWENTY FOUR THOUSAND<sup>00</sup> ~~00~~  
(Alternate #A - In Writing)

**TOTAL PRICE FOR GRAND TOTAL BASE BID PLUS ALTERNATE A**

\$ 954,000<sup>00</sup> ~~00~~  
(Price in Figures)

\$ NINE HUNDRED FIFTY FOUR THOUSAND<sup>00</sup> ~~00~~  
(Price in Words, Dollars and Cents)

\*NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LOUIS GARGIULO COMPANY, INC.

Trade Name:

Address: 44-46 STATE STREET  
JERSEY CITY, NJ 07304

Certificate Number: 0097153

Effective Date: December 20, 1954

Date of Issuance: June 03, 2008

For Office Use Only:

20080603121416034



## New Jersey Division of Revenue

Revenue NJDRGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097153 FOR LOUIS GARGIULO COMPANY, INC. IS VALID.

VERIFIED  
PC

Certificate Number  
604550

Registration Date: 05/08/2018  
Expiration Date: 05/07/2020



## 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:

Louis Gargiulo Company, Inc.  
**2018**

Responsible Representative(s):

Peter J. Gargiulo, President

A handwritten signature in cursive script, reading "RA Angelo".

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.

# 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-2015 to 15-FEB-2022

LOUIS GARGIULO COMPANY, INC.  
44-46 STATE STREET  
JERSEY CITY NJ 07304



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



**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).

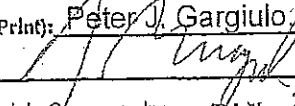
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): Peter J. Gargiulo / President

Representative's Signature: 

Name of Company: Louis Gargiulo Company, Inc. Tel. No.: 201-432-4500 Date: 2/14/2019

AA-10

**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 II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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: Peter J. Gargiulo, President

Representative's Signature: [Signature]

Name of Company: Louis Gargiulo Company, Inc.

TEL No.: 201-432-4500

Date: 2/14/2019

**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 : Louis Gargiulo Company, Inc.

Address : 44-46 State Street, Jersey City, NJ 07304

Telephone No. : 201-432-4500

Contact Name: Peter J. Gargiulo

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.

AA-17

**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 : Louis Gargiulo Company, Inc.

Address : 44-46 State Street, Jersey City, NJ 07304

Telephone No. : 201-432-4500

Contact Name: Peter J. Gargiulo

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.

**DIVISION OF PURCHASING COPY**

AA-18

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: Marion Gardens Police Auxilliary Building # 2017-003

Contractor: Louis Gargiulo Company, Inc. Bid Amt. \$ 954,000 <sup>00</sup>/<sub>100</sub>

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
Plumbing	\$30,000.00			X
Electrical	\$100,000.00			X
HVAC	\$115,000.00			X
Structural Steel	\$30,000.00			X

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

APPROVED CONTRACTOR

AA-19

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: Marion Gardens Police Auxilliary Building # 2017-003

Contractor: Louis Gargiulo Company, Inc. Bid Amt. \$ 954,000.<sup>25</sup>

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
Plumbing	\$30,000.00			X
Electrical	\$100,000.00			X
HVAC	\$115,000.00			X
Structural Steel	\$30,000.00			X

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

AA-20

MWBE Page 3 Project Marion Gardens Police Auxilliary Building

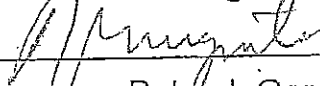
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Plumbing	William J. Guarini, Inc. 132 Mallory Ave. Jersey City, NJ	\$30,000.00			X
Electrical	Bumett Electric, Inc. 626 Ave. E, Bayonne NJ	\$100,000.00			X
HVAC	AJ Celiano, Inc. 460 Ludlow Ave. Cranford, NJ	\$115,000.00			X
Structural Steel	DMW Group Fabricators 152 Lodi Street Hackensack, NJ	\$30,000.00			X

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?

We utilize all lists and work closely with local and state agencies to fulfill or exceed all requirements.

Name of Contractor Louis Gargiulo Company, Inc.

By: Signature 

Type or print name/title: Peter J. Gargiulo, President

Telephone No: 201-432-4500 Date: 2/14/2019

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

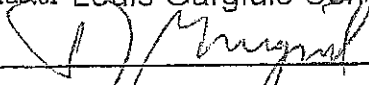
MWBE Page 3 Project Marion Gardens Police Auxilliary Building

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
Plumbing	William J. Guarini, Inc. 132 Mallory Ave. Jersey City, NJ	\$30,000.00			X
Electrical	Burnett Electric, Inc. 626 Ave. E, Bayonne NJ	\$100,000.00			X
HVAC	AJ Celiano, Inc. 460 Ludlow Ave. Cranford, NJ	\$115,000.00			X
Structural Steel	DMW Group Fabricators 152 Lodi Street Hackensack, NJ	\$30,000.00			X

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?  
We utilize all lists and work closely with local and state agencies to fulfill  
or exceed all requirements.

Name of Contractor Louis Gargiulo Company, Inc.

By: Signature 

Type or print name/title: Peter J. Gargiulo, President

Telephone No: 201-432-4500 Date 2/14/2019

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING COPY

AA-22



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

City Clerk File No. Res. 19-194

Agenda No. 10.0

Approved: MAR 13 2019

TITLE:



## RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO CAREERBUILDER EMPLOYMENT SCREENING LLC FOR BACKGROUND CHECK SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES

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

**WHEREAS**, the City of Jersey City (City) requires a vendor to conduct criminal background checks services for new hires, employees, interns and volunteers; and

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited three quotes, including one from CareerBuilder Employment Screening LLC, 3800 Golf Road, Suite 120, Rolling Meadows, Illinois 60008 in the total amount of thirty three thousand dollars (\$33,000.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Careerbuilder Employment Screening LLC attached hereto, to be most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City (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 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Department of Human Resources determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Contractor 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 08-128 adopted on September 3, 2008; and

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

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-116-312	132637	\$33,000.00	\$5,000.00

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

1. A contract is awarded to CareerBuilder Employment Screening LLC in the amount of \$33,000.00 for criminal background check services;
2. The term of the contract will be for a one year term effective January 1, 2019 through December 31, 2019;
3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 19-194Agenda No. 10.0 MAR 13 2019

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO CAREERBUILDER EMPLOYMENT SCREENING LLC FOR CRIMINAL BACKGROUND CHECK SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES**

4. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City;
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;
6. 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, shall be placed on file with this resolution.

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

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Temp Encumbrance</b>
01-201-20-116-312	132637	\$33,000.00	\$5,000.00

Approved by:

Peter Folgado  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

February 27, 2019

Date

PF/pv/RR  
2/27/19

APPROVED:

[Signature]  
Business Administrator

APPROVED AS-TO LEGAL FORM

[Signature]  
Corporation Counsel

R.R.  
3-1-19

Certification Required ☒Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 RATIFYING THE AWARD OF A CONTRACT TO CAREERBUILDER EMPLOYMENT SCREENING LLC FOR CRIMINAL BACKGROUND CHECK SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES**

**Initiator**

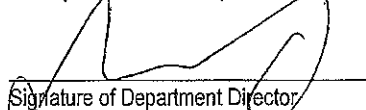
Department/Division	Human Resources	Workforce Management
Name/Title	Mark A. Bunbury, Jr. Esq.	Director of HR
Phone/email	201-687-5879	mbunbury@jcnj.org

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

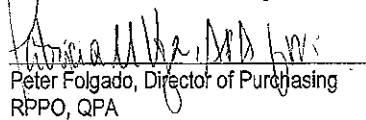
**Resolution Purpose**

To conduct criminal background check services for employees and volunteers; as such, the City believes such background checks promote the health, safety and welfare of the City, including in but not limited to services provided to the public

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/28/19  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

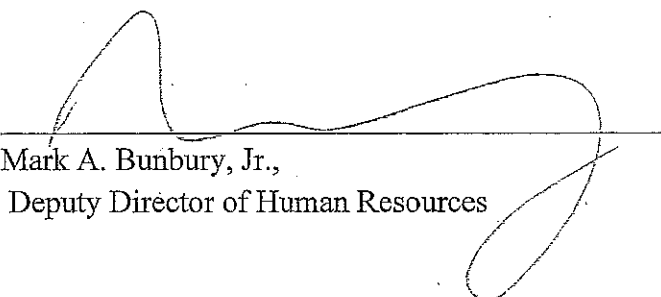
2/28/19  
Date

## DETERMINATION OF VALUE CERTIFICATION

I, Mark A. Bunbury, Jr., of full age, hereby certify the following:

1. I am the Director of the Department of Human Resources.
2. There exists a need for the services for background checks for the Division of Workforce Management.
3. The City formally solicited quotations for background checks.
4. 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 et seq.
5. The Department's recommendation is to award a contract to Careerbuilder Employment Screening, LLC.
6. The cost 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 legal action to the fullest extent of the law.

11/15/19  
Date

  
\_\_\_\_\_  
Mark A. Bunbury, Jr.,  
Deputy Director of Human Resources

Our Estimate for 2018 was 1,300 searches  
Budgeted \$27,000 used \$21,495 as of September 2018

**Estimated for 2019:**

Estimate for 2019 - 1,300 searches

Std package 200. Volunteer/intern/seasonal 1,100

1. First Advantage Std. \$37.15, volunteer/intern/seasonal \$37.15	\$48,295.00
fee of \$125 can be waived	

2. Career Builder Std. \$33.00, Volunteer/intern/seasonal \$17.00	25,300.00
Same pricing as 2018	

3. Sterling Talent Std. \$31.50, Volunteer/Intern/seasonal \$21.75	30,225
Set up fee of \$85.00	



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1600765 FOR CAREERBUILDER EMPLOYMENT  
SCREENING, LLC IS VALID.



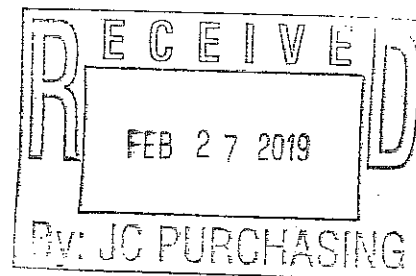
## New Jersey Division of Revenue

Revenue

NJBSGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1600765 FOR CAREERBUILDER EMPLOYMENT  
SCREENING, LLC IS VALID.



NJ Affirmative Action Application - [Vendor Certificates]

Action Edit Query Record Help Window

07-FEB-2019

### Vendor Certificates

TYTONE  
VEHDCR

CERTIFICATE NO: 55328

FID or SSN: 363782573 Company Name: CAREERBUILDER EMPLOYMENT SCREENING, LLC

Street: 3900 GOLF ROAD, SUITE 120 Co: 22 City: ROLLING MEADOWS St: IL Zip: 60008

Parent Name: NO PARENT NAME ON FILE Update Facility

#### Certificates

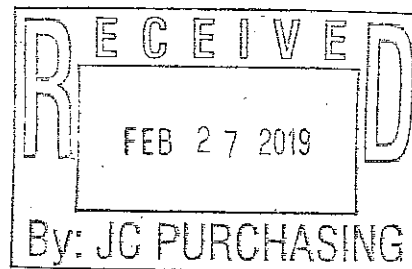
Type	Cert Issued Date	Cert Expiration Date	Cert Requested Date	Cert Received Date
R	15-DEC-2018	15-DEC-2021	31-AUG-2018	04-FEB-2019
	15-DEC-2015	15-DEC-2018		02-DEC-2015

#### Certificate Statuses

Id	Description	Eff Date	Explanation
5	RENEWAL	15-DEC-2018	MAILED: FEB-6-2019 - CHECK#538 RETURNED WITH CERT. CHECK WAS VOIDED
8	CERT.FEE PAID	04-FEB-2019	CERT. PAYMENT RECEIVED - USED CHECK#543 TO RENEW CERT. PER JENNIFER

Record: 1/1 <OSC> <DBG>

Ceir





*New Jersey Division of Revenue & Enterprise Services*  
*Certificate Of Amendment*  
*NJSA 42:2C-19*  
*New Jersey Limited Liability Company Act*

State of New Jersey  
Department of the Treasury  
Division of Revenue & Enterprise Services  
Business Amendments  
Filed

Validation Number: 4046697900  
01/19/18 09:58:16

Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

This Limited Liability Company filed with the Division of Revenue and Enterprise Services to amend its Certificate of Formation. The filer is responsible for ensuring strict compliance with NJSA 42:2C, the Revised Uniform New Jersey Limited Liability Company Act.

1. Name of Limited Liability Company: AURICO REPORTS, LLC
2. Business ID Number: 0600430161
3. Amendments:

Article 1, Business Name is amended as follows:

Previous Name: AURICO REPORTS, LLC  
Amended Name: CAREERBUILDER EMPLOYMENT SCREENING LLC

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42:2C and that they are authorized to sign this form on behalf of the Foreign Limited Liability Corporation on January 19, 2018.

Signature

TIM BENNETT

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](http://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): Laura Randazzo, VP of Compliance

Representative's Signature: [Signature]

Name of Company: CareerBuilder Employment Screening, LLC

Tel. No.: 866-255-1852

Date: 12/31/2018

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

The contractor and the MP of Compliance of <sup>Employment Screening</sup> CareerBuilder (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: Laura Randazzo

Representative's Signature: [Signature]

Name of Company: CareerBuilder Employment Screening, LLC

Tel. No.: 866-255-1852

Date: 12/31/2018

**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 : CareerBuilder Employment Screening, LLC  
Address : 3800 Golf Rd, Suite 120, Rolling Meadows, IL 60008  
Telephone No. : 866-255-1852  
Contact Name : Laura Randazzo

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: CareerBuilder Employment Screening, LLC

Address: 3800 Golf Rd, Suite 120, Rolling Meadows, IL 60008

Telephone No. : 866-255-1852

Contact Name: Laura Randazzo

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.

DIVISION OF PURCHASING COPY

## 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:	CareerBuilder Employment Screening, LLC		
Address:	3800 Golf Rd, Suite 120		
City:	Rolling Meadows	State:	IL
		Zip:	60008

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 \_\_\_\_\_

Laura Randazzo  
Printed Name

VP of Compliance  
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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**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 CareerBuilder Employment Screening, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 1, 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 CareerBuilder Employment Screening, 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: CareerBuilder Employment Screening, LLC

Signed: [Signature] Title: VP of Compliance

Print Name: Laura Randazzo Date: 12/31/18

Subscribed and sworn before me  
this 31 day of Dec., 2018

My Commission expires: June 30, 2019

[Signature]  
(Affiant)  
Danielle Cherie Hertz, Compliance Supervisor  
(Print name & title of affiant) (Corporate Seal)

OFFICIAL SEAL  
DANIELLE CHERIE HERTZ  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUNE 30, 2019

**\*\*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	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

**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: CareerBuilder Employment Screening, LLC

Signature of Affiant: [Signature]

Title: V.P. of Compliance

Printed Name of Affiant: Laura Randazzo

Date: 12-28-2018

Subscribed and sworn before me this 28 day of December, 2018.

My Commission expires: JUNE 30, 2019

[Signature]  
 (Witnessed or attested by)

(Seal)

**OFFICIAL SEAL**  
**DANIELLE CHERIE HERTZ**  
**NOTARY PUBLIC STATE OF ILLINOIS**  
**MY COMMISSION EXPIRES JUNE 30, 2019**



## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐

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

OR

☒

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐

Partnership

☐

Corporation

☐

Sole Proprietorship

☐

Limited Partnership

☒

Limited Liability Corporation

☐

Limited Liability Partnership

☐

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

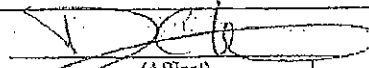
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 2 day of Jan, 20

19

(Notary Public)

My Commission expires: June 30, 2019

  
(Affiant)  
Danielle Cherie Hertz  
(Print name & title of affiant) Compliance Supervisor  
(Corporate Seal)

OFFICIAL SEAL  
DANIELLE CHERIE HERTZ  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUNE 30, 2019



Please read the CareerBuilder Employment Screening Service Agreement on the following pages, complete the information below and sign.

#### CUSTOMER INFORMATION

Legal Entity Name: City of Jersey City

D/B/A (if different): \_\_\_\_\_ Years in Business: \_\_\_\_\_

Nature of Business: Government

Business Contact: Mark Bunbury Email: MBunbury@icnj.org

Address: 280 Grove Street City: Jersey City ST: NJ Zip: 07302

Telephone: (201) 547-5732 Ext: Industry: Government

Federal Tax ID#: \_\_\_\_\_ State of: NJ Website URL: www.jerseycitynj.gov

Specific purpose(s) of requesting CareerBuilder Employment Screening information? ☒ Employment

Will you be requesting credit reports? ☐ Yes ☒ No

By signing this agreement electronically, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

Authorized Signature

CareerBuilder Employment Screening Representative

Business Administrator

CEO

Title

Date

Title

Date

CareerBuilder Employment Screening Office Use Only Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

#### SERVICE AGREEMENT

THIS AGREEMENT is between CareerBuilder Employment Screening, LLC (CareerBuilder Employment Screening) and City of Jersey City (Customer).

This agreement is entered into on the 1st day of January, 2019. (Effective Date)

#### 1. General

CareerBuilder Employment Screening strives to deliver accurate and timely information products to assist your company (hereinafter "Customer") in making intelligent and informed decisions for a permissible purpose under applicable law.

The Parties will describe the services in the form of Exhibit A attached hereto. CareerBuilder Employment Screening will provide the services as described in this Agreement and Exhibit A in accordance with the terms and conditions of this Agreement. The parties may agree to make changes upon mutual signed, written agreement.

#### 2. Term and Termination

- 2.1 This Agreement shall commence on Effective Date and continue for an Initial Term of one (1) year (the "Initial Term"). CareerBuilder Employment Screening will be the exclusive provider to the Customer except for services not delivered hereunder. Exclusivity is not applicable during the implementation phase. Customer and provider agree to make good faith effort to expedite implementation.
- 2.2 Either party may terminate this Agreement for cause in the event the other party fails to cure a material breach of this Agreement within thirty (30) days of receipt of formal written notice of such breach from the non-breaching party.
- 2.3 Upon termination, Client remains responsible for payment of any outstanding balance for services rendered in accordance with this Agreement.

#### 3. Customer's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose

Customer represents that it will order reports only for the permissible purpose of employment under the Fair Credit Reporting Act, 15 U.S.C. 1681 et. Seq. ("FCRA"), Customer specifically represents that reports will only be obtained for its own one time use and Customer is the end user of reports. Customer acknowledges receipt of the "Notice to Users" by the federal Consumer Financial Protection Bureau ("CFPB") and Summary of Rights (16 C.F.R. Part 601, Appendix A) provided as exhibits to the CareerBuilder Employment Screening Welcome Packet. The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those

listed in this paragraph. Customer or an employee of Customer may not misrepresent to CareerBuilder Employment Screening the reason for permissible purpose for a report, or request a report for an impermissible purpose, or make an unauthorized release of information in a consumer report to a third party, or directly or indirectly resell any report.

4. **FCRA representations and responsibilities when ordering a report for "Employment purposes" including Employment/Contractor/Volunteer/ Franchisee relationships.** The FCRA requires that users of consumer reports must certify they will take specific actions and use specific forms in order to protect consumers. For CareerBuilder Employment Screening customers who use WebACE™ software Send-Invitation process, the documentation requirements below in section 4.1-4.3, have been satisfied. Customer must advise CareerBuilder Employment Screening when to send such forms to a particular consumer by initiating such request through WebACE™. CareerBuilder Employment Screening will maintain the required documents for Customer for five (5) years. Notwithstanding the above, CareerBuilder Employment Screening must receive the following certifications:

4.1 Prior to Customer requesting a report for such employment purposes:

- (a) Certifies that in every case, a legally compliant, clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report or investigative consumer report may be obtained for employment purposes;
- (b) Prior to requesting a consumer report, Customer will also obtain the written authorization of the consumer to obtain consumer reports and provide a copy of the Summary of Rights. Customer certifies that each time it orders a report; it is reaffirming certifications in (a) and (b).
- (c) Shall not utilize any information in violation of any applicable federal, state or local equal opportunity law or regulation.
- (d) Shall not order a criminal report prior to the time allowed by any applicable federal, state or local restriction, commonly referred to as "ban-the-box".

4.2 Customer represents that prior to taking adverse employment action against an individual who is the subject of a report, when such action will be based in whole or in part upon the information contained in the report furnished by CareerBuilder Employment Screening, Customer will prior to initiating Pre-Adverse Action, review the entire report.

- (a) Provide a Pre-Adverse Action Notice
- (b) Provide a copy of the report to the individual who is the subject of the report,
- (c) Provide a copy of the Summary of Rights
- (d) After an appropriate waiting period, Customer will issue to the consumer a notice if adverse action taken. Such notice shall provide CareerBuilder Employment Screening's name, address and telephone number; that the consumer is entitled to a free copy of the report and a right to dispute the record through CareerBuilder Employment Screening and that CareerBuilder Employment Screening is unable to provide the consumer the specific reason why adverse action was taken by you.
- (d) Customer represents that the Customer is maintaining a copy of the disclosure and authorization, the Pre-Adverse/Adverse Action letters for a period of five years

4.3 In addition, if Customer orders investigative consumer reports (interviews) Customer certifies, if the consumer makes a written request, within a reasonable amount of time, Customer will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) CareerBuilder Employment Screening's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

5. **Compliance with Applicable Law**

- 5.1 Customer agrees to become knowledgeable and to abide by all applicable federal, state and local laws, including but not limited to consumer reporting laws that impact Customer's right to request, receive and use information obtained from CareerBuilder Employment Screening. Outside of the use of WebACE™, Customer accepts full responsibility for complying with all such laws and using the information products it receives from CareerBuilder Employment Screening, in a legally acceptable fashion and the consequences of use and/or dissemination of those products. Customer acknowledges that guidance from CareerBuilder Employment Screening is CareerBuilder Employment Screening's business judgment and not legal advice. CareerBuilder Employment Screening is not legal counsel and does not provide legal advice. CareerBuilder Employment Screening recommends that Customer seek advice from their own legal counsel.
- 5.2 Customer agrees to promptly execute and return to CareerBuilder Employment Screening all documentation required, now or in the future, by any government agency, and to permit CareerBuilder Employment Screening to release information necessary to ensure compliance with applicable laws or regulations. The failure to execute and return such documentation may result in Customer being blocked from receiving the information relating to the documentation and, in some circumstances, all service may be terminated without additional notice.
- 5.3 Customer hereby certifies that Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act, at 18 U.S.C. § 2721 et seq. ("DPPA") and any related state laws. Customer further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain MVRs.
- 5.4 See Schedule "A" in Customer Welcome Packet for California Certification which is incorporated herein as set forth in full.
- 5.5 See Schedule "B" in Customer Welcome Packet for Vermont Certification which is incorporated herein as set forth in full.
- 5.6 As a participant in the US-EU Privacy Shield Framework, CareerBuilder Employment Screening agrees that it shall:
  - (a) Devise appropriate systems and procedures to ensure that its processing of the personal information is protected against unlawful destruction or accidental loss, alteration, unauthorized disclosure or access;
  - (b) Promptly refer to Customer any requests, notices or other communication from data subjects, the national data protection authority established in the jurisdiction of the Customer, or any other law enforcement authority, for such Customer to resolve;
  - (c) Provide such information to Customer and take such action as Customer may reasonably require, and within the timeframes reasonably specified by Customer, to allow Customer to:

- (i) Comply with the rights of data subjects in relation to the personal information, as required by law, including (where applicable) subject-access rights and rights of rectification, or with notices served by a national data protection authority; and gain access to information enabling Customer to supervise the processing of the personal information by CareerBuilder Employment Screening; and
- (ii) Take all reasonable steps to ensure the reliability of any CareerBuilder Employment Screening employees, or other personnel, who have access to personal information.
- (d) Not transfer any personal information from the EU to any country outside of the EU (nor to any subcontractor located outside of the EU) without putting in place appropriate legal safeguards for the protection of such personal information; and
- (e) Only collect, use, disclose, or otherwise process personal information upon instruction of the Customer.

**6. Protecting Consumer Information**

6.1 Both Parties agree to abide by all federal, state, local and international laws that regulate privacy and the collection, use, processing and disclosure of personal information.

- (a) Both parties understand and agree that each must protect consumer information (PII) from unauthorized access/disclosure, to meet these requirements, the Parties will: maintain appropriate software to protect PII, protect account numbers and passwords; keep terminals connected to secure networks and not easily viewed by unauthorized persons; and will maintain hard copies in locked facilities; turn off all computer terminals with access to PII at the end of the work day and keep the office locked and secured during non-work hours.
  - (b) Both parties will shred and/or destroy all hard copy consumer reports and erase and overwrite or scramble electronic files containing consumer information when no longer needed so that the information becomes unreadable in accordance with FTC regulations.
- 6.2 All information stored or reports furnished by CareerBuilder Employment Screening are confidential and will not be disclosed to any party, except as stated herein. Information may be disclosed to:
- (a) Designated employees or agents of Customer who will use the information for Employment purposes; CareerBuilder Employment Screening, its Parent, its employees, agents and attorneys; the subject of the report; governmental agencies exercising a right to review files for legal compliance; and authorized by law.

**7. Independent Contractor**

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

**8. Warranties, Remedies and Limitation of Liability**

- 8.1 Customer understands that CareerBuilder Employment Screening obtains the information reported in its information products from various third party sources, which are not maintained by CareerBuilder Employment Screening, and therefore is providing the information to Customer "AS IS" such that CareerBuilder Employment Screening cannot be a guarantor that the information provided from these sources is absolutely accurate or current. However, CareerBuilder Employment Screening believes that these sources are reliable. In addition, Customer understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, CareerBuilder Employment Screening cannot be either an insurer or a guarantor of the accuracy of the information received. Customer also hereby confirms that CareerBuilder Employment Screening has advised Customer of the different types of criminal background checks available to Customer, including county, statewide, and database searches. Customer should not assume criminal history background checks provide a complete history. CareerBuilder Employment Screening agrees to maintain procedures to provide maximum accuracy of the information and CareerBuilder Employment Screening has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- 8.2 CareerBuilder Employment Screening will not be liable to Customer for damages, and Customer hereby releases CareerBuilder Employment Screening from any liability for damages arising out of the use of any of the technologies in WebACE™, and its products or services or under any theory of legal liability to the fullest extent that Customer agrees to release CareerBuilder Employment Screening from liability for such damages, provided Customer does not release CareerBuilder Employment Screening from any liability arising solely from the intentional misconduct or gross negligence of CareerBuilder Employment Screening. In addition, CareerBuilder Employment Screening fully disclaims, and Customer hereby releases CareerBuilder Employment Screening from, any and all liability relating to the content, compliance, method of delivery or effectiveness of any such notices, pre-adverse or adverse action letters to which Customer made no objection. In the event CareerBuilder Employment Screening is determined by a court of competent jurisdiction to be liable to Customer for any matter arising under or relating to this Agreement, whether arising in contract, equity, tort or otherwise (including without limitation any claim for negligence), the amount of damages for all such matters will not exceed, in the aggregate, the amount paid to CareerBuilder Employment Screening by Customer for the service to which a given claim relates that was provided pursuant to this Agreement and recovery of the amount is Customer's sole and exclusive remedy hereunder.
- 8.3 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of profits lost income or lost savings, whether incurred as a result of negligence or any other theory of legal liability, even if the other Party has been advised of the possibility of such damages. Customer agrees that CareerBuilder Employment Screening is not liable for any damages arising from the inaccuracy of the report unless CareerBuilder Employment Screening was aware of the inaccuracy prior to providing the report to Customer and failed to correct it, if it could be corrected.
- 8.4 Customer agrees to indemnify and hold harmless CareerBuilder Employment Screening, its successors and assigns, officers, directors, employees, agents, vendors, and Credit Bureau suppliers, from any and all claims, actions or liabilities brought or suffered by any third party arising from or with respect to any information products provided by CareerBuilder Employment Screening including any decisions made based upon the information contained therein, use of Customer's Policy Setting, Customer's breach of this Agreement, gross negligence or willful misconduct, failure to comply applicable law, data breach or unauthorized disclosure of personally identifiable information or such information products provided by CareerBuilder Employment Screening to Customer.



## EMPLOYMENT SCREENING

- 8.5 CareerBuilder Employment Screening shall indemnify and hold harmless Customer, its successors and assigns, officers, directors, employees and agents, from any and all claims, actions or liabilities brought by third parties and arising from or with respect to CareerBuilder Employment Screening's breach of this Agreement, gross negligence, intentional misconduct, failure to comply with data security laws, data breach or unauthorized disclosure of personally identifiable information or information provided by Customer to CareerBuilder Employment Screening.

### 9. WebACE™ Software

CareerBuilder Employment Screening hereby grants Customer a non-exclusive, royalty free, non-transferable license to use the WebACE™ software. Customer acknowledges that the Software may be used to upload files relative to the customers own screening practices and it is Customer's sole responsibility to monitor its compliance with all applicable laws and regulations. Customer agrees that it is solely responsible for all content and/or any information uploaded to WebACE™. Customer is responsible for customer's own hiring practices, and CareerBuilder Employment Screening disclaims all liability for storage of documents customer uploads to WebACE™. Customer acknowledges and agrees that CareerBuilder Employment Screening exercises no control over any Customer specific hiring practices or its staffing practices implemented using the WebACE™ platform or Customer's decision as to employment, promotion, advancement, training, certification, termination or compensation of any job candidate and/or employee ("Customer Use Decisions"). Customer is responsible for Customer Use Decisions, including use of WebACE™ Select Action status updates. CareerBuilder Employment Screening agrees to store documents uploaded by Customer for seven (7) years from the date of the order was created in WebACE™ and Customer acknowledges that CareerBuilder Employment Screening has the right to destroy files in compliance with data destruction laws any time after seven (7) years from the date the order was created in WebACE™.

### 10. General Provisions

- 10.1 Customer agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. Due to FCRA restrictions, Customer may not assign or transfer this Agreement without the prior written consent of CareerBuilder Employment Screening.
- 10.2 If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Illinois law, without reference to its conflict of laws, shall guide the interpretation of this Agreement, if such interpretation is required.
- 10.3 All litigation arising out of this Agreement shall be commenced in Illinois and the parties hereby consent to such jurisdiction and the venue for any action shall be in any federal or state court having jurisdiction over Cook County.
- 10.4 Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below.
- 10.5 This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement, including any exhibits, user documentation or Welcome Packet constitutes all conditions of service, present and future and collectively sets forth the entire agreement between the parties hereto regarding the subject matter hereof and supersedes any and all prior agreements, negotiations and understandings. Changes to these conditions may be made only in writing by mutual written consent of an authorized representative of Customer and an officer of CareerBuilder Employment Screening.
- 10.6 The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.
- 10.7 If Customer is permitted to request consumer reports for employment purposes via CareerBuilder Employment Screening's website, then, in addition to all other obligations, Customer agrees to provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain security in accordance with Section 6 to assure that its personnel are not able to use Customer's Internet access to obtain reports for improper, illegal or unauthorized purposes. Customer agrees to allow CareerBuilder Employment Screening to review its records relating to the obligations of Customer under this Agreement at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by CareerBuilder Employment Screening may result in immediate suspension and/or termination of the account.
- 10.8 Neither party is responsible for any events or circumstances beyond its control (e.g. including but not limited to war, riots, embargoes, strikes, interruptions in communications or availability of records and/or Acts of God) that prevent either Party from meeting its obligations under this Agreement.

### 11. Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

### 12. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

### 13. Payment Terms

Payment terms are Net 30 Days – all payments are due thirty (30) days from the date of invoice.

**EXHIBIT A**

Standard Package	
County Criminal Felony & Misdemeanor – All Counties Lived-No Aliases Alias	\$29.00 per
Multi-Jurisdictional National Criminal Index Search with County Verification	\$33.00
Social Security Trace	
Federal Criminal National Search	
Optional Reports Ala Carte Per use	\$7.00
Arrest Records Database Search	\$3.00
Drivers License History	
Volunteer/Seasonal/Minor	
Social Security Trace	
County Criminal Felony & Misdemeanor - County of Residence- No aliases- \$12.00 per	\$17.00
Multi-Jurisdictional National Criminal Index Search	
Current Ala Carte Pricing	
Social Security Trace	\$3.00
County Criminal Felony & Misdemeanor – Per County	\$8.00
Multi-Jurisdictional National Criminal Index Search	\$6.00
Arrest Records National Search	\$7.00
Credit History Report	\$5.50
Driver's History Report (MVR)	\$3.00
Statewide Criminal Report – Per State	\$6.50
Federal Criminal Search – All Districts Lived -7 Year History	\$10.00
Employment Verification – Per Employer	\$8.50
In-Depth Employment Verification with Supervisor Interview – Per Employer	\$15.00
DOT Employment Verification – Per Employer	\$11.00
Reference Interview (Professional/Personal) – Per Reference	\$8.50
Education Verification – Per Institution	\$8.00
Professional License Verification – Per License	\$8.50

**CAREERBUILDER****EMPLOYMENT SCREENING**

<b>Standard Package</b>	
County Criminal Felony & Misdemeanor - All Counties Lived-No Aliases Alias \$29.00 per	
Multi-Jurisdictional National Criminal Index Search with County Verification	\$33.00
Social Security Trace	
Federal Criminal National Search	
Optional Reports Ala Carte Per use	
Arrest Records Database Search	\$7.00
Drivers License History	\$3.00
<b>Volunteer/Seasonal/Minor</b>	
Social Security Trace	
County Criminal Felony & Misdemeanor - County of Residence- No aliases- \$12.00 per	\$17.00
Multi-Jurisdictional National Criminal Index Search	
<b>Current Ala Carte Pricing</b>	
Social Security Trace	\$3.00
County Criminal Felony & Misdemeanor - Per County	\$8.00
Multi-Jurisdictional National Criminal Index Search	\$6.00
Arrest Records National Search	\$7.00
Credit History Report	\$5.50
Driver's History Report (MVR)	\$3.00
Statewide Criminal Report - Per State	\$6.50
Federal Criminal Search - All Districts Lived -7 Year History	\$10.00
Employment Verification - Per Employer	\$8.50

27. 2006

7

**CAREERBUILDER****EMPLOYMENT SCREENING**

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

City Clerk File No. Res. 19-195

Agenda No. 10.R

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN

**RESOLUTION AUTHORIZING A ONE YEAR RENEWAL OF A  
CONTRACT WITH MULTIMEDIA SOLUTIONS CORPORATION  
FOR MAINTENANCE OF THE HEALTHIERJC.COM WEBSITE  
FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**



### COUNCIL

Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City's ("City") Department of Health and Human Services ("Department") has maintained a #HealthierJC website since 2017 as part of the Partnership for a Healthier JC; and

**WHEREAS**, Resolution No. 17.613, approved on July 19, 2017, awarded a six-month contract in the amount of \$65,000.00 to Multimedia Solutions Corporation ("Multimedia") to create and maintain the HealthierJC.com website for the Department; and

**WHEREAS**, the bid specification provided the City with options to renew the contract for up to three additional one-year terms; and

**WHEREAS**, the City desires to renew the contract for an additional one-year, effective January 1, 2019 through December 31, 2019; and

**WHEREAS**, the total cost of the contract renewal shall not exceed the sum of \$31,188.00; and

**WHEREAS**, Seven Thousand Two Hundred (\$7,200.00) Dollars is available in Account No. 01-201-27-330-314;

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

1. A one-year renewal of a contract with Multimedia Solutions Corporation effective January 1, 2019 is approved;
2. The total cost of the contract renewal shall not exceed the sum of \$31,188.00;
3. Pursuant to N.J.A.C. 5:30-5.5(a), 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 permanent budget; and
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.
5. The Mayor and/or the Business Administrator is authorized to execute the Agreement attached hereto and any other documents necessary to effectuate the purposes of this resolution.

I, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 01-201-27-330-314 for payment of the above resolution.

Purchase Order # \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Commissioner of Council

Certifica

Not Req

## WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
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.

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 A ONE YEAR EXTENSION OF A CONTRACT WITH MULTIMEDIA SOLUTIONS CORPORATION FOR MAINTENANCE OF THE HEALTHIERJC.COM WEBSITE FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

### Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

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

Multimedia Solutions began creating the HealthierJC.com website in 2017 as part of the RWJ Culture of Health multi-year grant HHS was awarded in 2015. The website was completed and functional in mid-2018, and had been billing us on a month-to-month basis. For 2019, they'd like to formally renew the contract per the original agreement.

### Cost (Identify all sources and amounts)

\$31,188.00 – Director's Office budget

### Contract term (include all proposed renewals)

January 1, 2019 through December 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

  
3/1/19

**STATEMENT OF WORK  
FOR JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**WEB MAINTENANCE SERVICES / WWW.HEALTHIERJC.COM  
FOR THE PERIOD OF JANUARY 1, 2019 – DECEMBER 31, 2019**

**1. HIGH LEVEL SCOPE AND DESCRIPTION OF ENGAGEMENT**

Pursuant to the requirements as specified in the Jersey City Department of Health and Human Services ("Jersey City") Bid# 1703-002, Multimedia Solutions will provide the following website maintenance services:

**Application Maintenance and Support** - Multimedia Solutions will provide ongoing support services to the Jersey City's administrative team. Support will include a four hour response time to reported issues during normal business hours.

Routine support services will include any support request made during regular business hours. Support requests may be received via email and phone during regular business hours, Monday thru Friday from 9 AM to 5 PM EST, exclusive of holidays.

The Multimedia Solutions client care team, consisting of technical support members, program engineers and application developers will manage the application and provide the following services:

- ✓ Application problem troubleshooting, diagnosis and resolution
- ✓ Proactive application monitoring (log analysis and error correction)
- ✓ Staff technical support
- ✓ Application modifications and update deployments for program corrections

Any run time errors that are reported will be diagnosed, fixed. In addition to error condition monitoring, the site will also be monitored for uptime using our platform to identify and alert us to any sporadic outages that may arise due to application issues.

**2. FEE STRUCTURE**

**Web Maintenance Service Fee** - The Website Maintenance Service Fee is..... \$2,400 / month

**Web Maintenance Services Term** - Maintenance Services as provided for herein shall commence on live deployment ("Live Deployment") of the Website and shall continue for an initial term of twelve (12) months. Services will automatically renew for successive 12 months periods after the initial term, or any subsequent renewal term, unless either party provides the other with notification of cancellation, provided such notification occurs no less than 60 days in advance of any initial or subsequent expiration date

**Payment Terms** - Maintenance Services will be invoiced on a quarterly basis. Payments are due on the 1<sup>st</sup> of the quarter for each quarter in which services are to be provided.

**ACCEPTANCE**

Jersey City Department of Health

Multimedia Solutions

Name: \_\_\_\_\_

Edward P. Moskowitz

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

City Clerk File No. Res. 17-613

Agenda No. 10.2.4

Approved: JUL 19 2017

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO MULTIMEDIA SOLUTIONS CORPORATION TO DEVELOP THE #HEALTHIERJC WEBSITE

**WHEREAS**, the City of Jersey City's ("City") Department of Health and Human Services ("Department") wishes to develop a #HealthierJC website; and

**WHEREAS**, Resolution 17.086, approved by the Municipal Council on February 8, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for website development; and

**WHEREAS**, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Limit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, a Request for Proposals for website development was advertised; and

**WHEREAS**, the City received proposals from eight vendors; and

**WHEREAS**, a committee appointed by the Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Multimedia Solutions Corporation located at 935 River Road Edgewater, NJ 07020; and

**WHEREAS**, Multimedia Solutions Corporation will develop and maintain a comprehensive website for #HealthierJC for a total contract amount of \$65,000.00; and

**WHEREAS**, funds in the amount of \$18,500 are available in Account No. 02-213-40-554-312;

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

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to develop a #HealthierJC website is awarded to Multimedia Solutions Corporation;
2. The total contract amount is \$65,000.00 and the contract term is six (6) months. The City shall have options to renew the contract for up to three (3) additional one (1) year terms and the total contract amount for each renewal is \$31,188.00;
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
4. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A  
COMPETATIVELY BID CONTRACT TO MULTIMEDIA  
SOLUTIONS CORPORATION TO DEVELOP THE #HEALTHIERJC  
WEBSITE**

6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of funds in the 2017 permanent budget; and
7. The award of this contract shall be subject to the condition that Multimedia Solutions Corporation provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$18,500 are available in Account No. 02-213-40-554-312 P.O. #125492

APPROVED: [Signature] for Director Stacey Flanagan

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-19-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSTAIN		
GADSDEN	✓			OSBORNE	✓			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 COMPETATIVELY BID CONTRACT TO MULTIMEDIA SOLUTIONS CORPORATION TO DEVELOP THE #HEALTHIERJC WEBSITE

**Initiator**

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jenj.org

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

**Resolution Purpose**

Jersey City Health and Human Services wishes to develop a website for #HealthierJC. The committee has selected Multimedia Solutions Corporation to perform website development and maintenance.

**Cost (identify all sources and amounts)**

total contract amount of \$65,000;

**Contract term (include all proposed renewals)**

term of six (6) months with options to renew for three (3) additional one (1) year terms

**Type of award**

If "Other Exception, enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Stacey Flanagan* for Director Stacey Flanagan 6/23/17  
Signature of Department Director Date

**STATEMENT OF OWNERSHIP DISCLOSURE**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

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: MULTIMEDIA SOLUTIONS

Organization Address: 935 River Rd. Edgewater, NJ 07020

**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)
- ☐ Other (be specific): \_\_\_\_\_

**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 of 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
Yu-ying Zaleon	935 River Rd Edgewater, NJ 07020
Steven M. Zaleon	935 River Rd. Edgewater, NJ 07020

**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 publicly 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.

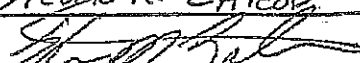
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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
YU-YING ZALEON	935 River Rd. Edgewater, NJ 07020
STEVEN M. ZALEON	935 River Rd. Edgewater, NJ 07020

**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 <name of contracting unit> 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 <type of contracting unit> to notify the <type of contracting unit> 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 in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	STEVEN M. ZALEON	Title:	CEO
Signature:		Date:	4/21/17

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

COMPANY NAME:

**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 proposes 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, 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 Division's 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 Director 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:**

☒ 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. 28 ("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 skip Part 2 and sign and complete the Certification 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 as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer 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 State of New Jersey 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 State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Steven M. Zelen

Signature:

*Steven M. Zelen*

Title:

CEO

Date:

6/29/18



(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](http://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): Edward P. Moskowitz - EVP

Representative's Signature: [Signature]

Name of Company: Multimedia Solutions Corporation

Tel. No.: 201-969-0161 x235 Date: 4/24/17

**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 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: Edward P. Moskowitz - EVI  
 Representative's Signature: [Signature]  
 Name of Company: Multimedia Solutions Corporation  
 Tel. No.: 201-969-0161 x235 Date: 4/24/17

**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 : Multimedia Solutions Corporation  
Address : 935 River Rd., Edgewater, NJ 07020  
Telephone No. : 201-969-0161 x 235  
Contact Name : Ed Markowitz

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: Multimedia Solutions Corporation  
Address: 935 River Rd. Elizabeth, NJ 07027  
Telephone No.: 201-969-0161 x. 235  
Contact Name: E. J. Markowitz

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**

Form Duplicate Cert.  
Rev. 3/10STATE 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 ENTIRE 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. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

Multimedia Solutions Corp

4. STREET

CITY

COUNTY

STATE

ZIP CODE

935 River Rd, Edgewater, NJ 07020

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate
 ☐ 2. Damaged
 ☒ 3. Other (Specify)

New 1st time request

## SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Edward Moskowitz	<i>E Moskowitz</i>	CEO	4/24/17
7. ADDRESS, RD. & 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 REVENUE/IN

## 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. Include 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. Include 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 206

Trenton, New Jersey 08625-0206

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 HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATION NO. \_\_\_\_\_ DATES OF ENROLL PERIOD USED: FROM 1/1/17 TO 4/21/17  
NAME OF FIRM: \_\_\_\_\_

Multimedia Solutions Corp  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

935 River Rd Elmhurst NJ 07020

JOB CATEGORIES	MALES						FEMALES					
	Total	Black	Hispanic	Am. Indian	Asian	Non-Min.	Total	Black	Hispanic	Am. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1					1	1				1	
PROFESSIONALS	2					2	1					
TECHNICIANS	3				1	2	2				1	1
SKILLED WORKERS												
OFFICE & CHEMICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.  
NAME OF PERSON COMPLETING FORM (Print or Type): \_\_\_\_\_

LAST FIRST MI

Malkowitz Edward J.

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

935 River Rd Elmhurst NJ 07020 : 201-969-0161 x 231

SIGNATURE: [Signature] DATE SUBMITTED: 4/24/17

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

MULTIMEDIA SOLUTIONS CORP.

0100535072

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department a  
Certificate of Incorporation on November 23rd, 1992  
and that the attached is a true copy of this  
document as the same is taken from and compared  
with the original(s) filed in this office and now  
remaining on file and of record.*



Certificate Number: 120800238

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
21st day of June, 2011

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff  
State Treasurer



Certification 31872

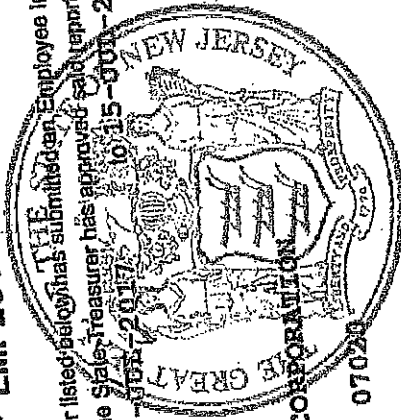
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

THE STATE OF NEW JERSEY  
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 15-3061-2017-10-15-2024



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer



MULTIMEDIA SOLUTIONS CORPORATION  
935 RIVER ROAD  
EDGEWATER  
NJ 07020



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MULTIMEDIA SOLUTIONS CORP

**Trade Name:**

**Address:** 935 RIVER ROAD  
EDGEWATER, NJ 07020-2234

**Certificate Number:** 0601571

**Effective Date:** May 10, 1993

**Date of Issuance:** June 29, 2017

**For Office Use Only:**

20170629175501523

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2017 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 MULTIMEDIA SOLUTIONS CORPORATION ("Multimedia" or "Contractor"), 935 River Road, Edgewater, New Jersey 07020

WHEREAS, the City's Department of Health and Human Services ("Department") wishes to develop a #HealthierJC website; and

WHEREAS, Resolution 17.086, approved by the Municipal Council on February 8, 2017, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for website development; and

WHEREAS, a Request for Proposals for website development was advertised and the City received proposals from eight vendors; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Multimedia; and

WHEREAS, Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2017 authorized this Agreement between the City and Multimedia.

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 with website development services for the Department.

### ARTICLE II

#### Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents 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 Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is six (6) months effective as of the execution date of this Agreement by City Officials. The City shall have options to renew the contract for up to three (3) additional one (1) year terms. The cost of each renewal is \$31,188.00.

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 \$65,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Division. 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  
Termination

This Agreement may be terminated by the City pursuant to the provisions set forth in Section 10.9 of the RFP.

ARTICLE VII  
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 VIII  
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 IX  
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 X

### Notice

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

Robert Kakoleski  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ARTICLE XI

### 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 XII

### 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 XIII

##### 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 XIV

##### Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of this Agreement after the expenditure of funds encumbered in the 2017 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year budget.



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

\_\_\_\_\_  
Robert Kakoleski, Acting Business  
Administrator

Attest:

Multimedia Solutions Corporation

\_\_\_\_\_  
RR  
6-28-17

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

City Clerk File No. Res. 19-196

Agenda No. 10.5

Approved: MAR 13 2019

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CIVITAS, LLC FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2020-2024, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING PLAN**

COUNCIL  
resolution:

offered and moved adoption of the following

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for preparation of the City's five-year Consolidated Plan 2020-2024, Annual Action Plan & Update the City's Analysis of Impediments (AI) to Fair Housing Plan; and

**WHEREAS**, in accordance with 24 CFR Part 91, jurisdictions receiving U.S. Department of Housing and Urban Development (HUD) entitlement grant funds are required to prepare a Five Year Consolidated Plan that must be submitted to HUD at least 45 days prior to the start of its program year; and

**WHEREAS**, the Consolidated Plan is a collaborative process whereby a community establishes a unified vision for community development actions and it is the means to meet HUD's submission requirements for CDBG, HOME, ESG and HOPWA; and

**WHEREAS**, the City of Jersey City (City) received four (4) bids, the best bid that suited the City's needs being that from Civitas, LLC, 1150 Wexford Park Mount Pleasant, SC 29466 in the total bid amount of Thirty Thousand Nine Hundred and Ten Dollars and Zero Cents (\$30,910.00); and

**WHEREAS**, The Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the Consolidated Plan must state how the City will pursue its statutory program goals which are: Decent Housing, A Suitable Living Environment and Expanded Economic Opportunities; and

**WHEREAS**, in accordance with 24 CFR Part 91, jurisdictions receiving HUD entitlement grant funds are required to prepare and certify that they will affirmatively further fair housing; and

**WHEREAS**, it is necessary for the City to update its 2011 Analysis of Impediments to Fair Housing (AI); 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**, the Director of the Division of Community Development has determined and certified in writing that the value of the contract will not exceed \$30,910.00; and;

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that 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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CIVITAS, LLC FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2020-2024, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF INPEDIMENTS (AI) TO FAIR HOUSING PLAN**

COUNCIL  
resolution:

offered and moved adoption of the following

**WHEREAS**, funds in the amount of \$30,910 are available in Account No.59-200-56-858-918

**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 Civitas, LLC to provide professional services for a total contract amount not to exceed Thirty Thousand Nine Hundred and Ten Dollars and Zero cents (\$30,910);
- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 2) 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, hereby certify that sufficient funds in the amount \$30,910 are available in Account No. 59-200-56-858-918 (PO Number 132851).

Elizabeth Castillo  
Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
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 A CONTRACT WITH CIVITAS, LLC FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2020-2024, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING PLAN

**Project Manager**

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@cnj.org

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

**Contract Purpose**

Preparation of the five year Consolidated Plan and the Annual Action Plan and update the City's Analysis of Impediments to Fair Housing Plan.

**Cost (Identify all sources and amounts)**

\$30,910.00

**Contract term (include all proposed renewals)**

One (1) year

Type of award

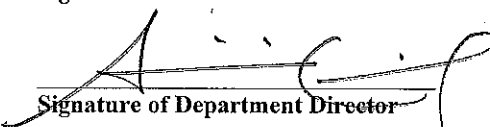
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

3/1/19  
Date

  
Signature of Department Director

3/1/19  
Date



STEVEN M. FULOP, MAYOR  
CITY OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF  
HOUSING, ECONOMIC DEVELOPMENT & COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT  
30 Montgomery Street, Suite 404, Jersey City, NJ 07302  
Phone: (201) 547-6910  
Fax: (201) 547-5104

# Memorandum

**To:** Brian Platt, Business Administrator  
**From:** Carmen Gandulla Director, Division of Community Development  
**Date:** February 14, 2019  
**Re:** Award Recommendation Letter with Civitas, LLC for preparation of the City's Five Year Consolidated Plan for 2020-2024 and Analysis of Impediments (AI)

---

Please find attached a Resolution, Fact Sheet and requisitions recommending a professional services contract award for the above mentioned project to:

Civitas LLC  
1150 Wexford Park  
Mount Pleasant, SC 29466

Total Contract Amount = \$30,910.00

Should you have any questions or need any additional information regarding this contract award, please feel free to contact my office at x6910.

Enclosures

C: Peter Folgado, Director of Purchasing  
John McKinney, City Attorney  
Annisia Cialone, Director of Housing Economic Development and Commerce  
Priti Vakharia, Esq. Compliance Officer- Division of Community Development

# Memorandum

**To:** Council President Lavarro, Jr. & Members of the Municipal Council  
**From:** Carmen Gandulla, Director — Division of Community Development  
**Date:** February 15, 2019  
**Subject:** Resolution of the Municipal Council of the City of Jersey City Authorizing a Contract with Civitas, LLC for Preparation of the City's Five-Year Consolidated Plan for 2020–2024, Annual Action Plan & Update the City's Analysis of Impediments (AI) to Fair Housing Plan

---

**Synopsis:** The City of Jersey City Division of Community Development will contract with Civitas, LLC to develop the City's 2020–2024 Five-Year Consolidated Plan (ConPlan) required by the U.S. Department of Housing and Urban Development (HUD), as well as an updated Analysis of Impediments to Fair Housing Choice (AI). Civitas will complete this project for a total sum of \$30,910.

**Background:** HUD requires submission of a Consolidated Plan every five years from all municipalities receiving federal formula block grant money from the following programs:

- CDBG: Community Development Block Grant Program
- HOME: HOME Investment Partnerships Program
- ESG: Emergency Solutions Grants Program
- HOPWA: Housing Opportunities for Persons with AIDS Program

The Consolidated Plan describes the municipality's community development priorities and multiyear goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources. The Division of Community Development, which receives funds for all four programs, is currently operating under the City's 2015–2019 Consolidated Plan, which expires at the end of the 2019 fiscal year.

Additionally, the Fair Housing Act mandates that HUD “affirmatively further fair housing” through its programs. The Analysis of

Impediments to Fair Housing Choice is a critical component of these fair housing efforts. Als contain a comprehensive review of all the factors affecting housing in an area and recommendations for addressing housing needs. Jersey City's AI was last updated in 2011, and the City has seen substantial change since then. A new AI will be important in determining the state of housing in Jersey City and developing planning priorities.

**Timeline:**

**Project Kick Off Meeting/Conference Call** – As soon as possible after project award

**Progress Updates** – Monthly through project completion

**First Draft AI Submitted to City** – July 19, 2019

**Revisions Received from the City** – August 16, 2019

**Second Draft AI Submitted to City** – September 20, 2019

**Final Draft** – no later than October 4, 2019

**Draft NA & MA Sections of ConPlan Submitted to City** – September 2, 2019

**Draft SP & AP Sections of ConPlan prepared w/ City assistance** – October 18th, 2019

**ConPlan Public Comment Draft Prepared for City review** – November 8, 2019

**Staff Revisions to ConPlan Public Comment Draft received** – December 2, 2019

**Notice Posted About Public Comment Period & Public Hearing (ConPlan & AI)** - December 8, 2019

**Public Comment Period Begins (ConPlan & AI)** – December 16, 2020

**Public Comment Period Ends (ConPlan & AI)** – January 15, 2020

**City Council Approval to Submit** – January 2020\*

**IDIS Entry of ConPlan Complete** – January 25, 2020

**Submission to HUD Required** – February 16, 2020

**Beginning of 2020 Program Year for Jersey City, NJ** – April 1, 2020



## Division of Community Development

### All/Consolidated Plan RFP Proposals

#### Evaluation Results

		Civitas	M&L	Mosaic	Topology
Qualifications	Best Possible Score				
Cost Proposal	10 Points	9	3	6	6
Respondent Team Qualifications	10 Points	9	8	9	5
Prior Experience and References	10 Points	10	8	9	5
Schedule and Deliverables	10 Points	10	6	7	6
Creativity and Innovative Ideas	5 Points	5	3	4	3
Commitment to Diversity	5 Points	4	4	4	3
	<b>Totals</b>	<b>46</b>	<b>31</b>	<b>38</b>	<b>27</b>
	<b>Averages</b>	<b>7.67</b>	<b>5.08</b>	<b>6.33</b>	<b>4.50</b>





## Division of Community Development

### AI/Consolidated Plan RFP

#### Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

#### Evaluation Results: Topology

Proposed Cost: \$38,000.00

		Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			
		Rodney			Bill			Kiyada			Jose			
Qualifications	Best Possible Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Average
Cost Proposal	10 Points	10	1	10	5	1	5	5	1	5	3	1	0	4
Respondent Team Qualifications	10 Points	5	1	5	5	1	5	4	1	4	6	1	0	3
Prior Experience and References	10 Points	6	1	6	5	1	5	4	0	0	4	1	0	2
Schedule and Deliverables	10 Points	7	1	7	5	1	5	6	1	6	6	1	0	4
Creativity and Innovative Ideas	5 Points	4	1	4	3	1	3	2	1	2	2	1	2	2
Commitment to Diversity	5 Points	2	1	2	5	1	5	2	1	2	2	1	0	2
Totals		34			28			19			2			17



## Division of Community Development

### AI/Consolidated Plan RFP

#### Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Mosaic

Proposed Cost: \$38,460.00

Proposed Cost: \$38,400.00

		Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			
		Rodney			Bill			Kiyada			Jose			
Qualifications	Best Possible Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Average
Cost Proposal	10 Points	5	1	5	5	1	5	9	2	18	6	1	6	7
Respondent Team Qualifications	10 Points	7	2	14	10	2	20	8	1	8	9	2	0	8
Prior Experience and References	10 Points	7	2	14	10	2	20	10	2	20	9	2	18	14
Schedule and Deliverables	10 Points	5	1	5	5	1	5	8	1	8	8	1	0	4
Creativity and Innovative Ideas	5 Points	3	1	3	5	1	5	3	1	3	4	1	4	3
Commitment to Diversity	5 Points	2	1	2	5	1	5	5	2	10	4	1	0	3
Totals		43			60			67			28			40



## Division of Community Development

### AI/Consolidated Plan RFP

#### Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Mullen & Lonergan (M&L)

Proposed Cost: \$ 58,495.00

		Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			
		Rodney			Bill			Kiyada			Jose			
Qualifications	Best Possible Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Average
Cost Proposal	10 Points	3	1	3	2	1	2	3	1	3	4	1	4	4
Respondent Team Qualifications	10 Points	8	2	16	8	2	16	8	1	8	6	2	12	10
Prior Experience and References	10 Points	10	1	10	5	1	5	9	1	9	8	1	8	6
Schedule and Deliverables	10 Points	5	1	5	5	1	5	8	1	8	4	1	4	4
Creativity and Innovative Ideas	5 Points	3	1	3	2	1	2	4	1	4	3	1	3	2
Commitment to Diversity	5 Points	2	1	2	5	1	5	4	1	4	3	1	3	3
Totals		39			35			36			34			31



## Division of Community Development

### AI/Consolidated Plan RFP

#### Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Civitas

Proposed Cost: \$ 40,425.00

		Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			
		Rodney			Bill			Kiyada			Jose			
Qualifications	Best Possible Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Average
Cost Proposal	10 Points	8	2	16	10	2	20	8	1	8	8	2	16	12
Respondent Team Qualifications	10 Points	10	2	20	10	2	20	8	1	8	9	2	18	13
Prior Experience and References	10 Points	10	2	20	10	2	20	10	2	20	10	2	20	16
Schedule and Deliverables	10 Points	10	2	20	10	2	20	8	1	8	10	2	20	14
Creativity and Innovative Ideas	5 Points	4	2	8	5	2	10	4	1	4	5	2	10	6
Commitment to Diversity	5 Points	2	1	2	5	2	10	5	1	5	5	2	10	5
Totals		86			100			53			94			67

## AGREEMENT

AGREEMENT made this \_\_\_\_day of\_\_\_\_, 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 Civitas, LLC ("Civitas" or "Consultant"), 1150 Wexford Park, Mount Pleasant, SC 29466.

WHEREAS, the City of Jersey City, "City," receives Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons with Aids (HOPWA) program funding from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions; and

WHEREAS, The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: CDBG, HOME, ESG and HOPWA; and

WHEREAS, HUD grant recipients must undertake a consolidated planning process every 5 years; and

WHEREAS, HUD grant recipients must undertake an Analysis of Impediments to Fair Housing Choice (AI), which in keeping with their obligation to 'affirmatively further fair housing' under the Fair Housing Act; and

WHEREAS, The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities and the specific federal and non-

federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan; and

WHEREAS, Civitas is prepared to develop and submit the City of Jersey City's Consolidated Plan ("ConPlan"), Annual Action Plan ("AAP") and complete an Analysis of Impediments to Fair Housing ("AI"); and

WHEREAS, Civitas will ensure that the documents meet all Federal regulations and follow HUD guidance for the eCon Planning Suite; and

WHEREAS, Civitas will complete this project through the use of both quantitative and qualitative data from the most recent available sources, including using feedback collected from the community by Staff; and

WHEREAS, in addition to the submitted documents, Civitas will produce a high-quality public comment version of the documents for City residents to review and comment on; and

WHEREAS Civitas specializes in the completion of ConPlans, AAPs, and other HUD documents; and

WHEREAS Civitas has worked with grant recipients of all sizes and are experts in the CDBG, HOME, ESG, CDBG-DR, and other HUD programs.

WHEREAS, Civitas is prepared to begin work immediately and complete all actions in accordance with the included timeline.

WHEREAS, the City went through an informal solicitation process because the contract did not exceed \$30,910; and

WHEREAS, a committee reviewed the proposals and prepared a report recommending that the contract be awarded to Civitas, LLC; and

WHEREAS, the total contract amount shall not exceed \$30,910; and

WHEREAS, Resolution \_\_\_\_\_ approved on \_\_\_\_\_ authorized this Agreement between the City and Civitas, LLC;

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 the Consultant to develop the City's Consolidated Plan, Annual Action Plan and Analysis of Impediments.

#### ARTICLE II

##### Scope of Services

1. Consultant shall perform for the all the services as described in their Proposal (Exhibit "A").
2. 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 Contractor, shall require the prior authorization of the governing body of the City.

### ARTICLE III

#### Term

1. The Term of the Agreement shall be the City officials execute one year commencing of the date this Agreement.

### ARTICLE IV

#### 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 consulting 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 require by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.



ARTICLE V  
Compensation and Payment

1. In exchange for performing the services describe in Article II herein, the Consultant shall receive a total contract amount not to exceed \$30,910, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Director of Division of Community Development. 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 weeks.

ARTICLE VI  
Insurance

1. Consultant shall purchase and maintain the following insurance during the terms of this Contract:
  - A. Comprehensive General Liability for \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate; including Products & Completed Operations coverage.
  - B. Workmen's Compensation with State of New Jersey statutory limits and Employer's Liability for \$1,000,000.00.
  - C. Automobile Liability for \$1,000,000.00 combined single limit.
  - D. Professional Liability for \$2,000,000.00 per occurrence and in aggregate.

E. Cyber Liability for \$2,000,000.00 per occurrence and in aggregate.

Said policy shall include an endorsement whereby Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them arising solely out of the negligent performance of services or caused by error, omission, or negligent act of the Consultant or any on employed by the Consultant.

2. Consultant agrees to produce 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.

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 term of the contract.

## ARTICLE VII

### Termination for Cause

1. Should a dispute arise between City and Consultant, and if, after good faith effort resolution, the dispute is not resolved; either party may terminate the contract by providing 30 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 the Consultant. Consultant shall be paid the

amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall no further claim against the City with respect thereto.

#### Article VIII

##### Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon 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 this award.
2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

#### ARTICLE IX

##### Indemnity

1. The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act of omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE X  
Entire Agreement

1. This Agreement constitutes the entire agreement between the 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 agreement 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 laws of the State of New Jersey thereto shall govern the rights of the party.

ARTICLE XI  
Assignment

Consultant 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 City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

## ARTICLE XII

### 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 XIII

### 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 supplement 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 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 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 exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

#### ARTICLE XV

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 Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant 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.

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:

Civitas, LLC

---

Karl "Erich" Chatham,  
Managing Partner



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 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/Print: Karl Erich Chatham, Partner  
Representative's Signature: [Signature]  
Name of Company: Chatham LLC  
Tel. No.: (843) 673-7825 Date: 2/25/2019

**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](http://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):

Karl Erich Chatham

Representative's Signature:

*[Handwritten Signature]*

Name of Company:

Civitas LLC

Tel. No.:

(203) 573-7825

Date:

2/7/19

**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](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  7	
4. COMPANY NAME Civitas LLC				
5. STREET 1150 Wexford Parl	CITY Mount Pleasant	COUNTY Charleston	STATE SC	ZIP CODE 29466
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A				
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 0				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 0				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY COUNTY STATE ZIP CODE				
Official Use Only	DATE RECEIVED	INAG. 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	2	2						2					
Professionals													
Technicians	5	3	2				1	2					2
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	7	5	2				1	4					2
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 checked="" type="checkbox"/> 1. Visual Survey <input 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: Jan 2019 To: Feb 2019			

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Karl Erich Chatham	SIGNATURE 	TITLE Owner/Managing Partner	DATE MO DAY YEAR 02 11 2019
17. ADDRESS NO. & STREET 1150 Wexford Park	CITY Mount Pleasant	COUNTY Charleston	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) SC 29466 843 - 573 - 7825

**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 : Civitas LLC  
Address : 1150 Wexford Park Mount Pleasant, SC 29466  
Telephone No. : (843) 573-7825  
Contact Name : Karl "Erich" Chatham

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: Civitas LLC

Address: 1150 Wexford Park Mount Pleasant, SC 29466

Telephone No.: (843) 573-7825

Contact Name: Karl "Erich" Chothens

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 Civitas 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 Civitas 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 Civitas LLC

Signed [Signature] Title: owner / managing partner

Print Name Karl Erich Chatham Date: 12/7/19

Subscribed and sworn before me  
this 7 day of Feb, 2019.  
My Commission expires:

(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 (s).

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
Karl Erich Chatham	1150 Wexford Park Mount Pleasant, SC 29466
Jimmy Ardis	744 Moansell Circle Chapin, SC 29036

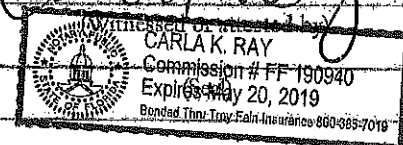
**Part 3 - Signature and Attestation:**

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: Civitas LLC  
 Signature of Affiant: [Signature] Title: owner/managing partner  
 Printed Name of Affiant: Karl Erich Chatham Date: 2/2/2019

Subscribed and sworn before me this 7 day of February, 2019.

My Commission expires:



## 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:	Civitas LLC		
Address:	1150 Wexford Park		
City:	Mount Pleasant	State:	SC
		Zip:	29466

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**

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.

[illegible]☐ Check here if the information is continued on subsequent page(s)





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CIVITAS SC LLC

**Trade Name:**

**Address:** 1150 WEXFORD PARK  
MOUNT PLEASANT, SC 29466

**Certificate Number:**

**Effective Date:** February 22, 2019

**Date of Issuance:** February 22, 2019

**For Office Use Only:**

20190222105926181



**Jersey City, New Jersey**  
**Technical Proposal for Five Year Consolidated Plan**  
**&**  
**Updated Analysis of Impediments to Fair Housing Choice**

**Submitted by:**  
**Civitas, LLC**  
**October 4, 2018**  
**Revised February 15, 2019 by Karl Erich Chatham**



To: Carmen Gandulla, Director  
Division of Community Development  
30 Montgomery Street, Suite 404  
Jersey City, NJ 07302

From: Civitas LLC  
1150 Wexford Park  
Mount Pleasant, SC 29466

**Re: Proposal for Consolidated Plan and Analysis of Impediments to Fair Housing**

Civitas is pleased to present this proposal to the City of Jersey City for assistance related to the development of the City's 5-Year Consolidated Plan (ConPlan) and an updated Analysis of Impediments to Fair Housing Choice (AI). Our team will provide unmatched knowledge of the consolidated planning process combined with unsurpassed fair housing expertise, gained from completing numerous HUD-approved ConPlans, AAPs, AIs, and AFFHs, to deliver timely and comprehensive services.

Civitas is based out of Charleston, SC and has an excellent track record working throughout the country. Civitas specializes in HUD grant programs and housing analyses. We have successfully completed a variety of similar work for numerous clients throughout the country including Charleston, SC; Bristol Township, PA; Wilmington, NC; Jacksonville, FL; Greenville, NC; and many more. It would be difficult to find a team more knowledgeable of the IDIS-based *eCon Planning Suite*. In addition to working with clients to complete their ConPlans and assorted documents using the planning suite, our consultants also serve as HUD technical assistance providers and train grantees across the nation on the system.

Please find below our proposal for completing a HUD-approved ConPlan and Analysis of Impediments to Fair Housing Choice. These services and associated costs are based on our understanding of the required scope of services, however we are always happy to negotiate and make adjustments at your request. Civitas will adhere to the services, costs, and timelines outlined in this proposal, and this signed cover letter binds the company for sixty (60) days.

Founding Partner Erich Chatham will serve as the primary contact and Project Manager for this project. We look forward to the opportunity to work with the City of Jersey City and to help provide decent, safe, and affordable housing to the citizens of Jersey City, New Jersey.

Sincerely,

Karl "Erich" Chatham  
Civitas, LLC  
(843) 573-7825  
[Erich.chatham@civitassc.com](mailto:Erich.chatham@civitassc.com)



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## Executive Summary

Civitas, LLC is prepared to develop and submit the City of Jersey City's Consolidated Plan for \$14,410 and complete an Analysis of Impediments to Fair Housing for an additional \$16,500, for a total of \$30,910 before printing costs. This includes ensuring that the documents meet all Federal regulations and follow HUD guidance for the *eCon Planning Suite*. Civitas will complete this project through the use of both quantitative and qualitative data from the most recent available sources, including using feedback collected from the community by Staff. In addition to the submitted documents, Civitas will produce a high-quality public comment version of the documents for City residents to review and comment on. Civitas specializes in the completion of ConPlans, AAPs, and other HUD documents. We have worked with grant recipients of all sizes and we are experts in the CDBG, HOME, ESG, CDBG-DR, and other HUD programs. Our staff is prepared to begin work immediately and complete all actions in accordance with the included timeline.

## Organization Information

**Legal Name:** Civitas, LLC

**Address:** 1150 Wexford Place, Mount Pleasant, South Carolina 29466

**Telephone Number:** (843) 573-7825

**Email Address:** erich.chatham@civitassc.com

**DUNS Number:** 832064575

**Tax Identification Number:** 80-0443389

**Organization Type:** Limited Liability Corporation (LLC)

**Date Established:** 2009

**Number of Employees:** Six

**Brief History of Civitas:** Civitas was founded in 2009 by Jimmy Ardis and Erich Chatham, two graduates of the College of Charleston's Masters of Public Administration program. Jimmy, an Air Force veteran, and Erich, a former high school teacher, found that they each brought a unique set of skills, personality, and knowledge base to the organization that provided incredible balance and productivity. After graduating they saw a need in the market for housing policy experts who can provide assistance to a variety of clients who were looking to address their community's housing needs. Through their dedication and hard work, they developed Civitas into one of the foremost housing policy firms in the country, particularly with regard to HUD programs.

Since 2009, the organization has seen healthy growth in both clients and staff. Two specialists, Peter Neiger and Vern Xiong, were added to the staff in 2014. Peter and Vern's data analysis and visualization expertise allowed Civitas to continue to grow and provide their services to more clients. Currently, Civitas has six employees who are not only experts in the Consolidated Planning process, but they also specialize in additional aspects of affordable housing policy allowing Civitas to provide the quality of a larger firm with the nimbleness of a small firm all for a price affordable to clients of all sizes. As 2018 is coming to a close, Civitas is on track to continue its healthy growth and provide even greater assistance throughout the country.



[www.civitassc.com](http://www.civitassc.com)

## Qualifications and Experience

Civitas, LLC is a veteran-owned housing and community development consulting firm based in South Carolina. We are in the business of thinking *and* doing. We help local government, non-profit, and for-profit enterprises solve problems and implement solutions. Our knowledge and experience with HUD programs, social science research, economic development, and community revitalization puts us in a unique position to assist the City of Jersey City to complete the Consolidated Plan and Analysis to Impediments of Fair Housing.

We bring a passion for public service to our work in areas such as affordable housing development, grant writing and administration, program evaluation, research design and implementation, social and economic impact analysis, survey research, GIS mapping and spatial analysis, and project management. Formally organized in 2009, Civitas consultants have decades of combined experience in the community development field. We have continued healthy growth since our founding and currently have a six-person staff with diverse skill sets that allow us to produce high-quality products at reasonable prices.

HUD documents are our specialty and Civitas has successfully completed or assisted with the completion of Consolidated Plans and Annual Action Plans for multiple communities in numerous states – including South Carolina, North Carolina, California, Florida, Texas, Tennessee, Utah, Colorado, Illinois, Michigan, and Pennsylvania. Our firm also has several subcontracts with companies contracted directly with HUD to provide national technical assistance services to HUD grantees. We provide expertise, training, and problem solving to HUD grantees across the nation. We are experts on the Consolidated Planning Process, AAPs, AIs, Analyses of Fair Housing, IDIS, DRGR, CDBG, HOME, and a variety of other HUD programs and cross cutting regulations.

## eCon Planning Suite Experience

The Consolidated Plan will be developed using HUD's IDIS-based e-Con Planning Suite. It would be difficult to find a team more knowledgeable of this system. Our consultants have been involved with eCon since its inception. Furthermore, Civitas consultants have been contracted with HUD to provide direct training and technical assistance to grantees on IDIS. The Planning Suite provides streamlined data collection and a standardized template that provides grantees with greater certainty that their planning process adheres to HUD-guidelines and vision. Consultants will utilize the ConPlan template and include the most recently available data in the data tables, narratives, charts, and maps into IDIS. Civitas will enter the full Consolidated Plan into IDIS and submit for HUD approval per Federal guidelines and in accordance with the submission deadline.



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## Personnel

As discussed above, the Civitas team has unmatched fair housing experience and expertise. Below are the bios of the key personnel who will work on this project. Complete resumes are also included at the end of this proposal.

### **Erich Chatham, Charleston, South Carolina – Project Manager**

Erich has recently worked on economic and community development projects with local governments, for-profits, and non-profits throughout South Carolina, North Carolina, Florida, Utah, Georgia, and Texas, to name a few. He serves as a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. In his role as a HUD TA Provider, Erich provides technical assistance to HUD grantees related to CDBG, CDBG-DR, HOME, and ESG program management. He has also conducted numerous IDIS and DRGR training workshops throughout the country.

Erich serves on numerous non-profit boards of directors including the Palmetto Community Land Trust, Grand Strand Housing and Community Development, the South Carolina Interagency Council on Homelessness and the Lowcountry Continuum of Care where he serves as the Chairman of the Governing Council. Erich received a Bachelor of Arts in History and Secondary Education Certification from Oglethorpe University in Atlanta, Georgia. He then taught high school economics and government and coached several sports for four years. He also holds a Masters of Public Administration from the College of Charleston, with a focus on Economic Development and Urban Planning.

### **Jimmy Ardis, Columbia, South Carolina**

Jimmy is a housing consultant, project manager, and policy researcher working with local governments big and small across the United States. He has extensive experience across the community development field, including: grant management, public-private partnerships, regulatory compliance, and financial reconciliation. Jimmy is a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. Jimmy specializes in HUD program management—CDBG, HOME, NSP, ESG, CDBG-DR—and is a nationally sought-after expert in the HUD Environmental Review process. Jimmy has a particular interest in sustainable, human-scaled urbanism and brings a passion for creating healthy living environments to all projects.

Prior to working as a community development consultant, Jimmy worked as a policy analyst at The Riley Center for Livable Communities at the College of Charleston. He began his career in the United States Air Force, working in the aviation and emergency management fields. Jimmy studied Business as an undergraduate at UMUC while living in Turkey and went on to earn a Masters of Public Administration at the College of Charleston.



**Peter J. Neiger, Wilmington, North Carolina**

Peter is the lead researcher for Civitas and specializes in data mapping and analysis. He has worked on projects throughout the country and has been the lead researcher for multiple AIs and Consolidated Plans. He has also assisted in providing IDIS Technical Assistance for clients in North Carolina and CDBG-DR Program Research and assistance in Florida. Peter's passion spans multiple areas based on his life experience and he is particularly interested in helping communities recover from natural disasters, providing housing options for residents experiencing homelessness, and developing sustainable and people-centric urban communities.

Peter has a Bachelor of Science in Economics from the College of Charleston. Before working with Civitas, Peter was a data analyst in Washington DC where he focused primarily on education reform. He is also a veteran who served in the US Army as an infantry paratrooper.

**Vern Xiong, St. Paul, Minnesota**

Vern is a research assistant for Civitas and has assisted in many housing studies across the country. Vern has led Civitas' efforts on multiple Consolidated Plans and Assessments of Fair Housing. He has worked on research and evaluation for non-profits in Minnesota and Colorado, as well as international development projects in Southeast Asia and Central America. Coming from a refugee family, Vern has a special interest in helping displaced people and secondary migrants adapt, make healthy living choices, and grow with their new communities.

Before working at Civitas, Vern managed Lao Family's Youth and Family program for seven years. He also helped lead many community development programs, including CDBG, in Minneapolis-St. Paul. Vern earned a Bachelor of Art from Greenville College, Illinois and a Certificate of Grant Proposal Writing from Fort Hayes State University.





[www.civitassc.com](http://www.civitassc.com)

## Approach

Civitas' methodology for completing ConPlans and Als has proven to be very successful. We balance the need for both qualitative and quantitative analysis to provide a document that meets HUD requirements, as well as one that is customized to meet the needs of each unique client. What follows is our detailed proposed scope of work for each section.

### Consolidated Plan

Using a mix of qualitative and quantitative methods we propose to deliver a high-quality Consolidated Plan that will provide insights into economic development and the housing profile of Jersey City.

**"The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. It offers local jurisdictions the opportunity to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level."** –HUD

The ConPlan and AAP will be developed using HUD's IDIS-based e-Con Planning Suite. All team members are fluent and knowledgeable of system, have attended all relevant HUD training webinars on the subject from the onset, and have successfully completed HUD-approved Con Plans using the e-Con Planning Suite. Consultants will utilize the ConPlan template to import all relevant data tables, narratives, charts, and maps into IDIS. When necessary, CPD Maps will be used for spatial analysis and mapping. Given that CPD Maps tend to be outdated, Civitas prefers to use the most up-to date data and create custom maps for our clients. Similarly, Civitas will use a combination of HUD-provided data, BLS, US Census, and other data sources to allow for an accurate analysis.

Below is a description of the major plan components that will be developed and compiled using the e-Con Planning Suite to deliver the City of Jersey City a timely, quality and compliant Consolidated Plan. The components listed below are extracted directly from the IDIS template.

**Executive Summary:** If requested, Civitas members will meet on-site with City representatives to discuss the project, develop detailed schedules and collect necessary information. Resources include, but are not limited to the City of Jersey City's existing ConPlan, the Hudson County Continuum of Care, the City's comprehensive plan, and other relevant information from local agencies. City representatives will be asked to assist in identifying and providing any other relevant data or information to ensure that all community needs, conditions and resources are considered.

**Demographic Data Collection:** The consultant team will develop a Community Profile, which will provide a general overview of the City. This present-day sketch will outline the City's employment situation and major employers, current urban development issues, recreational activities, and any successful development or redevelopment ventures. The demographic and housing section will give a brief overview the current population, including its ethnic and socio-economic makeup, as well as the current state of its housing situation, and land use issues. The policy section will outline any current government policies that might have an impact on affordable housing or the operation of housing agencies within the jurisdiction.

**Citizen Participation:** To complete this section, Civitas consultants will utilize the information gathered from the necessary public hearings held in the City. Additionally, we will support staff should they request assistance in developing a citizen outreach program to ensure all voices are heard. We can use a variety of methods to gather data from citizens, including



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consultation with key stakeholders and public officials, public meetings and presentations, and a review of data sets applicable to the City. Additionally, the consultant team can develop a survey for citizen and stakeholder feedback in both online and hard copy format in English and, if requested, Spanish. Civitas has successfully conducted many such surveys across the nation as part of the Consolidated Planning process and are experts in extracting useful qualitative data from the community.

***Housing Needs Assessment:*** The consultant team will develop an updated housing needs profile specifically for the City of Jersey City. The consultant team will work with City representatives to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously considered. After obtaining this information, the consultants will use it—along with the information gathered at the initial meeting, census data and other HUD resources—to develop a needs assessment for the City’s review and approval.

The needs assessment will meet all of the minimum requirements of 24 CFR Part 91 and 570 and will include an estimate of the housing needs within the City. The assessment will include the specification of such housing related needs, a discussion of specific housing problems, assessment of the specific needs of racial and ethnic groups, the extent of homelessness in the City, the characteristics and needs of low-income people, existing facilities such as outreach and assessment, existence of emergency shelters and services, estimates of the number of people requiring supportive services, and a description of supportive housing needs.

***Housing Market Analysis:*** In cooperation with local stakeholders and representatives, the consultant team will develop a housing market analysis, using information from interviews, surveys, public hearings, census data, consultation with local lenders, realtors, appraisers, and related GIS software. Consultants will incorporate into this analysis an evaluation of the City’s housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of housing available to the disabled and to people with HIV/AIDS. In addition, the consultant team will provide a description of the number of housing units by income level and by type of household that currently receive assistance from local, state or federal programs and an assessment of whether any such units will be lost from the assisted-housing inventory.

***Homeless Needs Assessment:*** Consultants will provide a concise summary of the nature and extent of homelessness within the City (including rural homelessness and chronic homelessness if applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations. The summary will include the characteristics and needs of low-income individuals and children, (especially extremely low income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, the assessment will include a description of the nature and extent of homelessness by racial and ethnic group. As part of the homeless needs assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This shall include, at a minimum, the Upstate Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.

***Non-homeless Special Needs including HOPWA:*** The consultants will update population data and review changes to existing programs and/or services. This will include and analysis of the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, victims of domestic violence, and any other categories the jurisdiction may specify and describe their supportive housing needs.

***Lead-based Paint Hazards & Remediation Programs:*** The consultant team will update any changes to lead-based paint hazards remediation programs/practices. They will estimate the number of housing units that contain lead-based paint



hazards, as defined in Section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low income, low income, and moderate-income families. Since almost three-fourths of housing built before 1978 contains lead-based paint, it poses a serious risk to occupants, particularly pregnant women and children. The consultant team will furthermore identify and, based on local conditions, provide strategies to remove or abate lead-based paint in the City's housing stock.

*Public and Assisted Housing Services & Facilities:* The consultant team will provide an updated list of publicly operated or otherwise subsidized housing facilities, to include LIHTC, Tax Exempt Bond Financing, CDC, CHDO, PHA, Section 8 HCV and otherwise subsidized housing facilities and programs. In cooperation with the Jersey City Housing Authority and other agencies located within its boundaries the consultants will describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries.

*Non-Housing Community Development Initiatives:* The consultant team will identify the City's priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives. This shall include but be limited to the following; public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult or senior programs. This review shall also incorporate regional planning and economic development initiatives including but not limited to urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.

*Strategic Plan:* The consultant team will develop a strategic plan that addresses the needs identified in the approved needs assessment and any existing policies. The strategic plan will be consistent with the minimum HUD requirements as outlined in CFR 24 Part 91 as well as with other guidance issued by HUD. The strategic plan will detail the City's housing, homeless, and non-housing priorities for the next five years. Specific objectives and strategies will be developed that address stated priority needs. City representatives will review and provide comments on the draft of the strategic plan, which the consultants will incorporate into the finalized version. The consultant team will obtain comments and direction on the draft Strategic Plan and discuss actions to implement the approved strategies.

## Annual Action Plan

The consultant team will develop an Annual Action Plan that supports the objectives and strategies outlined in the previous assessments and analyses. Specific benchmarks/performance measures will be developed so that Spartanburg and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91, 24 CFR Part 570, as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which the consultants will incorporate into the finalized version.

## Analysis of Impediments to Fair Housing

Fair housing has long been an important issue in American urban policy – a problem born in discrimination and fueled by growing civil unrest that reached a boiling point in the Civil Rights Movement. The passing of the Fair Housing Act in 1968



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was a critical step towards addressing this complex problem – but it was far from a solution. Since the passing of the Act community groups, private business, concerned citizens, and government agencies at all levels have worked earnestly at battling housing discrimination. The Fair Housing Act mandates that the Department of Housing and Urban Development (HUD) ‘affirmatively further fair housing’ through its programs. Towards this end HUD requires funding recipients to undertake fair housing planning (FHP) to proactively take steps that will lead to less discriminatory housing markets and better living conditions for minority groups and vulnerable populations. The Analysis to Impediments to Fair Housing Choice is a critical component of HUD’s fair housing efforts.

Civitas will conduct a comprehensive AI for the City of Jersey City that includes both a qualitative and quantitative analysis. Policy recommendations will be made to address any barriers or impediments found during the analysis. The AI will be conducted in full compliance with all relevant federal, state, and local laws and regulations, including HUD’s *Fair Housing Planning Guide*. Unless otherwise instructed by City staff, the AI will utilize all relevant HUD guidance – including definitions for housing types and income levels- as set forth in CFR’s, handbooks, and notices. The AI will conform to HUD’s suggested format as detailed in the “Fair Housing Planning Guide.” When possible, the Affirmatively Furthering Fair Housing Rule will be incorporated into the AI.

In conducting the AI, Civitas will provide a thorough demographic and economic analysis of the City of Jersey City. Data gathered during the Consolidated Planning process will be consulted for insights and the most current data sources available at the time of writing will be utilized. This includes, but is not limited to, CHAS data, 2000 and 2010 Decennial Census, Home Mortgage Disclosure Act, 2016 American Community Survey data or 2017 American Community Survey data, if available. Data will also be gathered from state and local agencies. In addition to narratives, graphs, and tables, data will be presented geographically by Census Tract using mapping services provided by public and private agencies, as well as custom GIS mapping specifically for the City. A sample of indicators that will be utilized includes population, race and ethnicity, transportation, employment, education, income, the location of racially/ethnically concentrated areas of poverty (R/ECAP), and disproportionate housing needs.

A housing profile will be included to provide a detailed overview of the housing stock within the jurisdiction. This profile will be combined with demographic and jurisdictional background to serve as a foundation for a data-driven review of fair housing. For example, comparing the area median income (AMI) with housing prices will allow an assessment of housing affordability and affordable housing gaps by income. Mapping software and services such as OneCPD, PolicyMap, ArchGIS, Tableau, and the HUD-provided AFFH Mapping Tool will be used to display relationships between any key housing and demographic variables. Some of the data points that will be explored and analyzed include sales figures, construction activity, tenure, condition, vacancy, and age of housing.

The AI for the City of Jersey City will include:

- A comprehensive review of planning, development and housing programs, laws, policies, zoning ordinances and others to assess how they influence the location, availability, and accessibility of housing. This includes an evaluation of the City of Jersey City’s CDBG, HOME, and other grant programs for proper practices, monitor compliance, and achievement of performance measures. Civitas will conduct interviews and presentations with key stakeholders, government officials, community leaders, and the public.



- State and local laws, zoning regulations and practices, housing programs, and policies will be analyzed against the backdrop of HUD guidelines, as well as national best practices and research.
- A review of the City of Jersey City's fair housing legal status will be reviewed. This includes a review of all fair housing complaints sent to state, federal, and local fair housing entities, as well as any findings of discrimination and suits filed by the Department of Justice or individuals.
- An assessment of public-sector conditions that may influence fair housing choice for protected classes. Examples of such items include tax policies, municipal services, transportation accessibility, building codes, tenant selection policies for public housing, segregation, access to quality education, and displacement of residents due to economic and public housing factors.
- An assessment of private-sector conditions and practices that may influence fair housing choice. The main item of importance here is lending practices and may include "steering" certain demographics into certain neighborhoods based on race, sex, religion, or other protected classes. Discriminatory practices in the rental market by property management and leasing agents are also a concern. Data for private sector practices will be collected from Home Mortgage Disclosure Act reports, local industry associations, fair housing complaints, and any other available sources.
- The extent of fair housing enforcement and compliance, informational programs on fair housing and citizens' rights under the Fair Housing Act and any applicable state or local laws, and accessibility for the disabled are areas that will be reviewed for both public and private sectors.
- Utilization of HUD's Affirmatively Furthering Fair Housing Rule, AI User Interface Tool, and the AFFH Data and Mapping Tool.
- Special focus on Fair Housing Contributing Factors that includes identification and prioritization of factors that affect access to fair housing choice or access to opportunities.
- Goals and priorities that are established to overcome fair housing issues and contributing factors.
- A review of the current AI.
- Support and recommendations for Staff with regards to overall activities, structure, and management of the AI Plan.



## Similar Projects

Civitas specializes in HUD Grants and Housing Research Projects. We have assisted numerous jurisdictions with the successful completion and submission of required documents. In all cases, we work with the jurisdiction to determine the needs and available resources in order to operate in the most efficient matter.

### **Consolidated Plans**

Jacksonville, Florida  
Charleston, South Carolina  
Columbia, South Carolina  
Spartanburg, South Carolina  
Waccamaw Council of Governments - Georgetown, South Carolina  
Lower Savannah Council of Governments- Aiken, South Carolina  
County of Lexington, South Carolina  
Horry County, South Carolina  
Greenville, North Carolina  
Bristol Township, Pennsylvania  
St. George, Utah  
Benton Harbor, Michigan  
Spartanburg County, South Carolina  
Hialeah, Florida  
San Antonio, Texas\*  
Knox County, Tennessee\*  
El Monte, California\*  
Richmond, California\*  
Lake County, Illinois\*  
Waukegan, Illinois\*  
West Palm Beach, Florida\*  
Miami Gardens, Florida\*

### **Ongoing HUD and IDIS Technical Assistance**

Jacksonville, Florida  
Bristol Township, Pennsylvania  
St. George, Utah  
County of Lexington, South Carolina  
Horry County, South Carolina  
Greenville, North Carolina  
Miami Gardens, Florida  
Hialeah, Florida  
Broward County, Florida  
Anderson, South Carolina  
Lauderhill, Florida

**Annual Action Plans and CAPERs**

Jacksonville, Florida  
Miami Gardens, Florida  
Lower Savannah Council of Governments - Aiken, South Carolina  
Bristol Township, Pennsylvania  
St. George, Utah  
Colorado Springs, Colorado  
Hialeah, Florida  
Greenville, North Carolina  
Marin County, California  
Anderson, South Carolina  
El Monte, California\*

**Assessments of Furthering Fair Housing**

Wilmington, North Carolina  
Horry HOME Consortium, South Carolina  
Statewide AFH for South Carolina\*  
Clayton County, Georgia\*

**Analyses of Impediments to Fair Housing Choice**

Greenville, North Carolina  
Waccamaw Council of Governments - Georgetown, South Carolina  
Spartanburg, South Carolina  
Lexington County, South Carolina  
Columbia, South Carolina  
Aiken, South Carolina  
Lower Savannah Council of Governments - Aiken, SC  
Bristol Township, Pennsylvania  
St. George, Utah  
Commonwealth of Pennsylvania\*  
State of Michigan\*  
Charleston, South Carolina\*  
Hialeah, Florida  
Lubbock, Texas\*  
San Antonio, Texas\*

**Housing Market Analysis**

Commerce City, Colorado  
Adams County, Colorado  
Homes of Hope – various communities in South Carolina  
Grand Strand Housing and CDC – Myrtle Beach, South Carolina

\*Subcontractor



## Time Schedule

**Project Kick Off Meeting/Conference Call** – As soon as possible after project award

**Progress Updates** – Monthly through project completion

**First Draft AI Submitted to City** – July 19, 2019

**Revisions Received from the City** – August 16, 2019

**Second Draft AI Submitted to City** – September 20, 2019

**Final Draft** – no later than October 4, 2019

**Draft NA & MA Sections of ConPlan Submitted to City** – September 2, 2019

**Draft SP & AP Sections of ConPlan prepared w/ City assistance** – October 18<sup>th</sup>, 2019

**ConPlan Public Comment Draft Prepared for City review** – November 8, 2019

**Staff Revisions to ConPlan Public Comment Draft received** – December 2, 2019

**Notice Posted About Public Comment Period & Public Hearing (ConPlan & AI)** - December 8, 2019

**Public Comment Period Begins (ConPlan & AI)** – December 16, 2020

**Public Comment Period Ends (ConPlan & AI)** – January 15, 2020

**City Council Approval to Submit** – January 2020\*

**IDIS Entry of ConPlan Complete** – January 25, 2020

**Submission to HUD Required** – February 16, 2020

**Beginning of 2020 Program Year for Jersey City, NJ** – April 1, 2020

\*City of New Jersey's 2020 City Council Schedule has not been publicly posted.





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## References

**Client:** Horry County HOME Consortium, South Carolina

**Period of Performance:** March 2013-May 2014, June 2017-August 2018

**Project(s):** 2013-2017 Consolidated Plan; 2014 Analysis of Impediments to Fair Housing Choice; 2017 Assessment of Fair Housing, 2018-2022 Consolidated Plan and 2018 Annual Action Plan, HOME program technical assistance as needed

**Project Leads:** Erich Chatham & Jimmy Ardis

**Point of Contact:** Courtney Kaine, Community Development and Block Grants Department Head  
[KainC@horrycounty.org](mailto:KainC@horrycounty.org) – (843) 915-7033

**Client:** Jacksonville, Florida

**Period of Performance:** September 2017 – Current

**Project(s):** Neighborhood Strategic Counseling Services, Disaster Relief Program Consulting, HUD-program management

**Project Leads:** Erich Chatham & Jimmy Ardis

**Point of Contact:** Stephanie Burch, Director of Neighborhoods Department  
[stephanieb@coj.net](mailto:stephanieb@coj.net) – (901) 255-8902

**Client:** Lexington County, South Carolina

**Period of Performance:** July 2015 -Present

**Project(s):** 2015-2019 Analysis of Impediments to Fair Housing, Environmental Review Program Consulting, CDBG-DR Long-Term Management

**Project Leads:** Erich Chatham & Jimmy Ardis

**Point of Contact:** Charles Garren, Community Development Director  
[cgarren@lex-co.com](mailto:cgarren@lex-co.com) – (803) 785-8389

**Client:** Hialeah, Florida

**Period of Performance:** March 2015 - Current

**Project(s):** Long-term HUD program management and technical assistance, Annual Action Plans, CAPERs, HUD Environmental Reviews 2015-2019 Consolidated Plan, 2015 Analysis of Impediments to Fair Housing

**Project Leads:** Erich Chatham & Jimmy Ardis

**Point of Contact:** Annette Quintana  
[aquintana@hialeahfl.gov](mailto:aquintana@hialeahfl.gov) – (305) 883-8040

**Client:** Columbia, SC

**Period of Performance:** January 2015 – Current

**Project(s):** 2015-2019 Consolidated Plan, 2015 Analysis of Impediments, ConPlan Substantial Amendment with CDBG-DR Funding

**Project Leads:** Erich Chatham & Jimmy Ardis

**Point of Contact:** Gloria Saeed  
[gjsaeed@columbiasc.net](mailto:gjsaeed@columbiasc.net) – (803) 545-3766

Additional references available upon request.



## Proposed Budget

Civitas proposes to provide all the services detailed in this submitted proposal for the following **lump sum of \$30,910**. The price shall remain valid for 60 days after the opening of proposals. Additionally, our team will work with staff to address any required changes to the Consolidated Plan and Annual Action Plan following the HUD Representative's review. These edits will be made promptly following HUD notification.

Description	Hours	Rate	Total
<b><u>Complete Consolidated Plan</u></b>			
On-Site Kick-Off Meeting	16	\$110	\$1,760
Demographic and Housing Data Analysis	40	\$110	\$4,400
Mapping	25	\$110	\$2,750
Consolidated Plan Report Writing	25	\$110	\$2,750
IDIS Entry and HUD Submission	5	\$110	\$550
Annual Action Plan	20	\$110	\$2,200
<b>Sub Total</b>	<b>131</b>	<b>--</b>	<b>\$14,410</b>
<b><u>Analysis of Impediments to Fair Housing</u></b>			
Project Management/Administration	10	\$110	\$1,100
Data Collection and Mapping	60	\$110	\$6,600
Housing Conditions Research	40	\$110	\$4,400
AI Report Writing	40	\$110	\$4,400
<b>Sub Total</b>	<b>150</b>	<b>--</b>	<b>\$16,500</b>
<b>Grand Total</b>	<b>281</b>	<b>--</b>	<b>\$30,910</b>



## KARL "ERICH" CHATHAM

(843) 573-7825 • ERICH.CHATHAM@CIVITASSC.COM

Erich is the Managing Partner for Civitas LLC's Charleston, South Carolina office. Civitas works with public, nonprofit and private organizations throughout the United States in the areas of community economic development and urban revitalization planning.

### WORK EXPERIENCE

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May 2008 – Current	Civitas, LLC	Charleston, SC
<i>Managing Partner</i>		
January 2008 – April 2008	Urban Land Institute South Carolina	North Charleston, SC
<i>Graduate Intern</i>		
November 2006 – December 2007	College of Charleston	Charleston, SC
<i>Graduate Assistant</i>		
May 2002 – June 2006	Our Lady of Mercy Catholic High School	Fairburn, GA
<i>Teacher, Department Chair, Head Coach</i>		

### EDUCATION

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The College of Charleston	Charleston, SC
<i>Masters of Public Administration 2008</i>	
Member of Phi Alpha Alpha Honor Society (3.95 GPA)	
Oglethorpe University	Atlanta, GA
<i>Bachelors of Arts in History 2002</i>	
<i>Georgia Secondary Education Certificate (Social Studies)</i>	
4 Time NCAA Academic All American	
President of Beta Nu Chapter of Kappa Alpha Order	

### MEMBERSHIPS & PROFESSIONAL TRAINING

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- Board of Directors, South Carolina Coalition for the Homeless
- Board of Directors, Coastal Carolina Community Development Corporation
- Board of Directors, Home Alliance Inc.
- Board of Directors, Myrtle Beach Community Land Trust
- Board of Directors, Grand Strand Housing & CDC
- GIS Technician
- HUD - HOME Program Certified Specialist: Rules & Regulations
- HUD – IDIS, DRGR & eCon Planning Suite Trainer
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### REFERENCES

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Available upon request.



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## JIMMY ARDIS

(213) 361-5658 • JIMMY.ARDIS@CIVITASSC.COM

Jimmy is a Founding Partner of Civitas LLC's Columbia, South Carolina office. As an established researcher and facilitator, he brings a powerful mix of collaborative and analytical skills. Jimmy has a particular interest in sustainable, human-scaled urbanism and brings a passion for creating healthy living environments to all his projects.

### WORK EXPERIENCE

May 2008 – Current	Civitas, LLC	Columbia, SC
<i>Managing Partner</i>		
2007 – 2009	Joseph Riley Jr. Center for Livable Communities	Charleston, SC
<i>Research Associate</i>		
2007 – 2008	I'On Group	Mount Pleasant, SC
<i>Urban Planning Intern</i>		
2000 – 2006	United States Air Force	Various Locations
<i>Manager; Aviation Technician</i>		<i>Emergency</i>

### EDUCATION

The College of Charleston	Charleston, SC
<i>Masters of Public Administration 2008</i>	
<i>Urban and Regional Planning Focus</i>	
University of Maryland University College	Adelphi, MD
<i>Bachelors of Science in Business Administration 2006</i>	
Community College of the Air Force	Maxwell, AL
<i>Associate of Applied Science in Aviation Technology 2002</i>	

### MEMBERSHIPS & PROFESSIONAL TRAINING

- GIS Technician
- HUD - HOME Program Certified Specialist: Rules & Regulations
- HUD – IDIS, DRGR & eCon Planning Suite Trainer

### REFERENCES

Available upon request.



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## PETER J. NEIGER

(910) 470-9323 (C) • PETE.NEIGER@CIVITASSC.COM

Peter is the lead researcher for Civitas and operates out of Wilmington, North Carolina. Peter is passionate about finding actionable solutions to housing problems and developing walkable urban environments with affordable housing for all residents.

### WORK EXPERIENCE

November 2014 – Current	Civitas, LLC	Wilmington, NC
<i>Lead Researcher</i>		
August 2012 – November 2013	Thomas Dale and Associates	Los Angeles, CA
<i>Security Operations Manager</i>		
May 2010 – May 2012	Students For Liberty	Washington DC
<i>Internal Operations Manager</i>		
November 2001 – November 2005	United States Army	Various Locations
<i>Team Leader (E-5), Infantry Paratrooper, 82<sup>nd</sup> Airborne Division</i>		

### EDUCATION

The College of Charleston	Charleston, SC
<i>Bachelors of Science in Economics 2009</i>	
Student Body Vice President (2008-2009), Phi Gamma Delta Founding Father: Lambda Chi (2008)	
Horry-Georgetown Technical College	Conway, SC
<i>Associate of Arts 2007</i>	
Phi Theta Kappa National Honor Society (2007)	

### MEMBERSHIPS

- Board of Directors, Cape Fear Community Housing Trust

### REFERENCES

Available upon request.

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

City Clerk File No. Res. 19-197

Agenda No. 10.T

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

**WHEREAS**, the purchase of fire hoses is needed for the Fire Division; first, to replace damaged and outdated hoses; secondly, to supply high pressure hoses for high-rise operations; and

**WHEREAS**, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including one from AAA Emergency Supply Company Inc., 635 North Broadway, White Plains, New York 10603 in the total amount of thirty nine thousand, four hundred ninety nine dollars (\$39,499.00); and

**WHEREAS**, the Purchasing Director believes the proposal of AAA Emergency Supply Company, Inc. attached hereto, to be most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City (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 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Chief of the Fire Division has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Contractor 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 08-128 adopted on September 3, 2008; and

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

Account	PO #	Total Contract
01-201-25-265-413	132697	\$39,499.00

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

1. A contract is awarded to AAA Emergency Supply Company Inc. in the amount of \$39,499.00 for the purchase of fire hoses;
2. The term of the contract will be completed upon the delivery of the goods or services;

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
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, shall be placed on file with this resolution.

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

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>
01-201-25-265-413	132697	\$39,499.00

Approved by:

Peter Folgado, Director of Purchasing,  
QPA, RPPD

February 21, 2019

Date

PF/pv  
2/19/19

APPROVED: [Signature]

APPROVED AS-TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

### Initiator


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

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

### Resolution Purpose

The purpose of this resolution is for fire suppression and to replace old, worn out fire hoses.

I certify that all the facts presented herein are accurate.

  
Signature Chief of Department of Public Safety  
Division of Fire

2/20/19  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

2/20/19  
Date



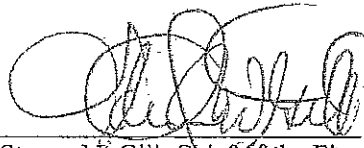
## DETERMINATION OF VALUE CERTIFICATION

I, Steven McGill, of full age, hereby certify the following:

1. I am the Assistant Director of the Department of Public Safety/Division of Fire.
2. The City needs to purchase fire hoses to replace old, worn out hoses and for fire suppression.
4. The administration's recommendation is to award a contract to AAA Emergency Supply.
6. The cost 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 following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

2/20/19

  
Steven McGill, Chief of the Fire Division  
Department of Public Safety



*"The Hose Company"*

January 10, 2019

Deputy Chief Henry DiGuilio  
Jersey City Fire Department  
Jersey City, NJ

Dear Chief DiGuilio,

This correspondence serves to advise that AAA Emergency is the authorized Key Hose distributor of Key Hose products in northern New Jersey, including Jersey City. If I can provide further assistance please contact me at your earliest convenience.

Sincerely,  
Roger McCardell

Roger McCardell  
Regional Sales Manager  
Key Fire Hose  
313 Elkton Blvd.  
Elkton, MD 21921  
(443) 252-7946  
[rmccardell@keyhose.com](mailto:rmccardell@keyhose.com)



*"The Hose Company"*

[www.keyfire.com](http://www.keyfire.com)

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Mailing Address: PO Box 7107 Dothan AL 36302\*Corporate Office 2926 Columbia Highway Dothan AL 36303  
Tel: (334) 671-5532 - (800) 447-5666 Accounts Receivable Direct Fax: (334) 671-5601 - (800) 447-5664



# AAA Emergency Supply

635 North Broadway  
White Plains, NY 10603  
Ph. (845) 570-7278

Fax (973) 749-6658

kevink@aaaemergency.com

Quote No.

## QUOTATION

### Customer

Dept Jersey City Fire Department  
Attn Deputy Chief Diguilio  
City Jersey City State NJ ZIP   
Phone hdiguilio@njcps.org

Date February 15, 2019  
Quote KEY HOSE  
Rep KEVIN KIEL  
FOB Server-Update

Qty		Unit Price	TOTAL
60	Key - DP25-800-50 2.5" NYC Couplings WHITE Big 10 50FT	\$173.00	\$10,380.00
60	Key-DP-17-800-50 WHITE Big 10 1.3/4" Double Jacket Hose NST 1.5" Couplings 50FT	\$128.00	\$7,680.00
2	KEY DP-30-800- 3"x1 10FT Big10 WHITE w/ 2.5 NYC Couplings (Ladder Pipe)	\$245.00	\$490.00
10	10 Pairs - 5" Storz Action Coupling Field Replaceable	\$172.50	\$1,725.00
30	Key DP50-600 5" Storz ORANGE ECO 10 100FT 300psi (\$70 Additional Per Length Red Head Coupling Storz Connection)	\$640.80	\$19,224.00
	ALL HOSE STENCILED JCFD		
	INCLUDES DIRECT SHIPPING & DELIVERY		
			\$39,499.00

QUOTATION VALID FOR 90 DAYS

FIRE EQUIPMENT SPECIALISTS



U.S. Communities Contract: 4400008468

4403 Forbes Blvd  
Lanham, MD 20706  
www.safewareinc.com

Name:	Jersey City NJ
	Division of Purchasing
Attn:	Patricia M. Vega
Phone:	
Fax:	
Email:	vegap@icnj.org
Cust ID:	

Date:	02/08/19
Expiration Date:	04/09/19
Prepared By:	Darryl O. Halterman
Phone:	215-354-1401 x1
Fax:	
Email:	dhalterman@safewareinc.com
Sales Rep:	
Customer RFQ:	

Freight Terms: **FOB Delivered per contract**

Payment Terms: **Net 30**

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
100	DP25-800-50		2.5" NYC Couplings WHITE Big 10 / 50ft	EA	6-8 weeks ARO	\$191.17	\$19,117.00
100	DP17-800-50		WHITE Big 10, 1 3/4" Double Jacket Hose, NST 1.5" couplings, 50ft	EA	6-8 weeks ARO	\$134.12	\$13,412.00
2	DP30-800		3" x 110FT Big 10 WHITE, w/ 2.5 NYC Couplings (Ladder Pipe)	EA	6-8 weeks ARO	\$448.23	\$896.46
10	5-STORZ-ACTION		5" Storz Action Couplings, Field Replaceable	PR	6-8 weeks ARO	\$162.35	\$1,623.50
50	DP50-600		5" Storz ORANGE ECO 10 / 100ft 300psi (Additional per length red head coupling Storz connection)	EA	8-10 weeks ARO	\$805.81	\$40,290.50
			All Hoses will be steamed with JCFD				

Estimated Tax: \_\_\_\_\_  
Estimated Shipping & Handling: \_\_\_\_\_  
**Total Price:** **\$75,339.46**

(Note: Hazardous material will be charged \$25 per ship container)

Special Notes:

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acceptance of this quote, buyer agrees to all the terms and condition of the seller. Buyer will have the right to inspect the goods upon receipt, and within 30 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods. Returns must be approved and receive an RMA (return authorization)



U.S. COMMUNITIES  
GOVERNMENT PURCHASING ALLIANCE

# QUOTATION

U.S. Communities Contract: 4400008468

4403 Forbes Blvd  
Lanham, MD 20706  
www.safewareinc.com

Name:	Jersey City NJ
	Division of Purchasing
Attn:	Patricia M. Vega
Phone:	
Fax:	
Email:	vegap@icnj.org
Cust ID:	

Date	02/08/19
Expiration Date:	04/09/19
Prepared By:	Darryl O. Halterman
Phone:	215-354-1401 x1
Fax:	
Email:	dhalterman@safewareinc.com
Sales Rep:	
Customer RFQ:	

Freight Terms: **FOB Delivered per contract**

Payment Terms: **Net 30**

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
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number prior to return. Special order or customized items may not be returned unless defective. Restocking fees may apply.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AAA EMERGENCY SUPPLY CO., INC.

**Trade Name:**

**Address:** 635 NORTH BROADWAY  
WHITE PLAINS, NY 10603-2408

**Certificate Number:** 1084658

**Effective Date:** September 03, 2004

**Date of Issuance:** February 19, 2019

**For Office Use Only:**

20190219143709715

**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-Asey 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
Matthew	33 Rock Cliff Place
Monia	North White Plains, NY 10603

**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: AAA Emergency Supply Co. Inc

Signature of Affiant: [Signature]

Title: President

Printed Name of Affiant: \_\_\_\_\_

Date: 10/23/18

Subscribed and sworn before me this 23 day of

October, 2018

My Commission expires:

3/8/19

[Signature]  
STEPHEN A. ROSSI

(Witnessed or attested by)

(Seal)

NOTARY PUBLIC, STATE OF NEW YORK  
REGISTRATION NUMBER: 01RO6020660  
QUALIFIED IN WESTCHESTER COUNTY  
COMMISSION EXPIRES MARCH 8, 2019

# 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:	AAA Emergency Supply Co Inc.		
Address:	635 NORTH BROADWAY		
City:	Woburn	State:	MA
		Zip:	01801

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 [Signature] Printed Name John Dyer Title Manager

## 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.

[illegible]☐ Check here if the information is continued on subsequent page(s)



**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 AAA Emergency Supply Co. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding October 2018 (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 AAA Emergency Supply Co. (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: AAA Emergency Supply Co. Inc

Signed: [Signature] Title: President

Print Name: Matthew Dugan Date: 10/23/18

Subscribed and sworn before me  
this 23 day of Oct, 2018.

My Commission expires: 3/8/19

[Signature]  
**STEPHEN A. ROSSI**  
NOTARY PUBLIC, STATE OF NEW YORK  
REGISTRATION NUMBER: 01RO6020660  
QUALIFIED IN WESTCHESTER COUNTY  
COMMISSION EXPIRES MARCH 8, 2019

[Signature]  
(Affiant)  
Matthew Dugan 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.

**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](http://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):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

914-949-0512

10/23/18

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

The contractor and the owner of AAA Emergency Supply Co. Inc. (hereafter "owner") do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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: Paul J. Dugan, Manager

Representative's Signature: [Signature]

Name of Company: AAA Emergency Supply Co. Inc.

TEL No.: 914-949-0512

Date: 10/03/18

**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: AAA Emergency Supply Co. Inc.

Address: 635 North Broadway, White Plains, NY

Telephone No.: 914-949-0512

Contact Name: John Diga

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**

**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 : AAA Emergency Supply Co. Inc  
Address : 635 North Broadway, White Plains, NY 10603  
Telephone No. : 914-949-0512  
Contact Name : Andrew Degen

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**

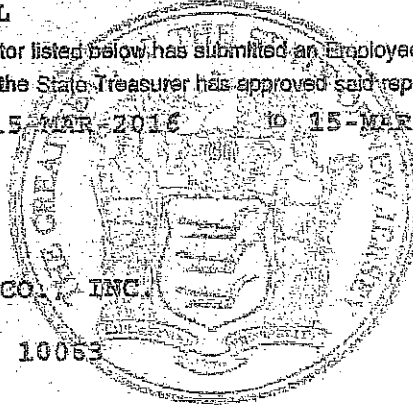
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**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-2016** to **15-MAR-2023**

**AAA EMERGENCY SUPPLY CO., INC.**  
**635 NORTH BROADWAY**  
**WHITE PLAINS NY 10063**



*Ford M. Scudder*  
**FORD M. SCUDDER**  
Acting State Treasurer

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

City Clerk File No. Res. 19-198

Agenda No. 10.U

Approved: MAR 13 2019

TITLE:



## RESOLUTION RATIFYING THE AWARD OF CONTRACT TO AT&T MOBILITY FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

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

**WHEREAS**, the Public Safety Communications & Technology Center requires wireless devices and services to secure mobile data connectivity; 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**, AT&T Mobility, One AT&T Way, Room 2C224E, Bedminster, New Jersey 07921 is in possession of state contract A82584, indicating they will provide mobile data services for a total contract amount of five hundred eighty six thousand, ten dollars (\$586,010.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-25-271-302	132768	A82584	\$586,010.00	\$500.00

**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 AT&T Mobility in the amount of \$586,010.00 for wireless devices and services;
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 for a term of one year effective January 1, 2019 through December 31, 2019;
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)

TITLE:

**RESOLUTION RATIFYING THE AWARD OF CONTRACT TO AT&T MOBILITY FOR WIRELESS DEVICES  
AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY,  
COMMUNICATIONS CENTER**

I, Elizabeth Castillo Elizabeth Castillo, Acting 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
01-201-25-271-302	132768	A82584	\$586,010.00	\$500.00

Approved by:

Peter Folgado  
Peter Folgado, Director of Purchasing  
RPPO, QPA

March 5, 2019  
Date

PF/pw/RR  
3/5/19

APPROVED:

[Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
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 RATIFYING THE AWARD OF CONTRACT TO AT&T MOBILITY FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

**Initiator**

Department/Division	Public Safety	Communications & Information Technology
Name/Title	Robert Bakr, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

**Resolution Purpose**

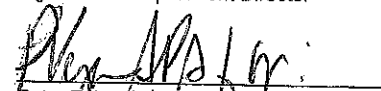
Resolution provides "FirstNet" service for all of Public Safety First Responders. Contract covers all police and fire and OEM vehicles, computers, laptops, tablets and cell phones. Police & Fire staff will have extensive applications for use in the field. These applications will greatly improve productivity, job functions and community relations.

Our use of the FirstNet cellular system has made us a leader in the State and a major player in the Nation in providing emergency services.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/27/19  
Date

  
Peter Folgado, Director of Purchasing  
RPPO/QPA

3/5/19  
Date

0187566



# Mobility Proposal for Jersey City Police Department

Contact: Robert Baker, Sr.  
 Organization: Jersey City Police Department  
 Address: 73-85 Bishop St.  
 City, State, Zip: Jersey City, NJ 07304

AT&T Mobility  
 15 E Midland Ave  
 Paramus, NJ 07652

Date: 1/3/2019  
 Phone: (201) 547-5449

## Overview: Wireless Device, Voice, Data, & Features Pricing

**Brandon D'Orlando**  
 Account Manager

Phone: 201-220-1452  
 Email: bd8843@att.com

Regional Plans	Description	Unit Price	Discount %	Quantity/ Users	Total Monthly Price
Standard FirstNet Unlimited Plan for Smartphones	Unlimited national cellular voice; Voice mail; Caller ID; Unlimited Data & Messaging.	\$39.99	Included	1,124	\$44,948.76
Standard FirstNet Unlimited Plan for Data only Devices	Unlimited domestic data	\$36.99	Included	196	\$7,250.04
Enhanced Unlimited Plan for Smartphones	Unlimited national cellular voice; Voice mail; Caller ID; Unlimited Data & Messaging.	\$44.99	Included	13	\$584.87
FirstNet for Feature Phones	Unlimited national cellular voice; Voice mail; Caller ID; Unlimited Messaging.	\$22.99	Included	10	\$229.90
Enhanced Push-to-Talk	Unlimited 1:1, Ad-Hoc, and Group PTT	\$3.00	Included	20	\$60.00
Enhanced PTT Talkpath	Talkpath License for ROIP	\$50.00	Included	4	\$200.00
One Time Charges	Description	Unit Price	Discount %	Quantity	Total Monthly Price
Samsung Knox	N/A	\$10.00	30%	800	\$5,600.00
Samsung Galaxy S8	Premium Android Smartphone	\$0.99	Included	800	\$792.00
Otterbox Defender Series Case/Holster	Rugged carrying case and holster for S8	\$50.00	100%	800	\$0.00
Subject to change in accordance with terms and conditions of SONJ Contract T216A 82584 & NASPO1907					<b>Recurring Monthly Charges Total: \$53,273.57</b>
					<b>One Time Charges Total: \$6,392.00</b>

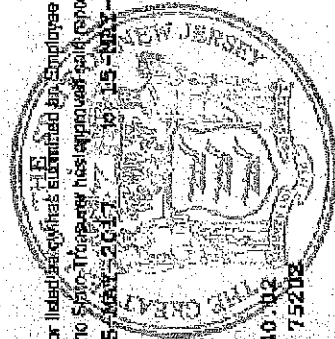
Certification: 3544

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

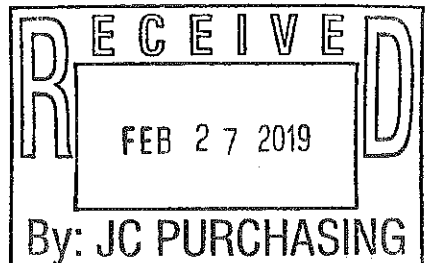
This is to certify that the contractor listed below has been examined by Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 MAY 2017 to 15 MAY 2020

AT&T CORPORATION  
208 S. AKARD, ROOM 2240 M2  
DALLAS TX 75202



*Ford M. Schrier*

FORD M. SCHRIER  
State Treasurer



**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](http://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): Mark Flister Sr. Contract Manager

Representative's Signature: 

Name of Company: AT&T Mobility National Accounts LLC

Tel. No.: \_\_\_\_\_

Date: 02/05/10

**APPENDIX A  
AMERICAN 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 I of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated and activities provided or made available by public entities, 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, indemnify, protect, and save harmless the owner, its agents, servants, employees, and subcontractors from and against any and all suits, claims, losses, damages, or damages, of whatever kind or nature, arising out of or related to the contractor's alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or noncompliance with the Act. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision or administrative proceeding resulting in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the Act 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 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: Mark Flister, Sr. Contract Manager

Representative's Signature: *[Signature]*

Name of Company: AT&T Mobility National Accounts LLC

Date: 02/05/19

Pol. No.:

**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 : AT&T Mobilty National Accounts LLC  
Address : 1025 Lenox Park Blvd NE Atlanta GA 30319  
Telephone No. : \_\_\_\_\_  
Contact Name : \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned Business (MBE)      \_\_\_\_\_ Minority & Woman Owned Business (MWBE)  
\_\_\_\_\_ Woman Owned business (WBE)      X 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

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>  
Telephone (609) 292-4886 / Facsimile (609) 984-2575

MAURICE A. GRIFFIN  
*Acting Director*

## **AMENDMENT #04 T-216A Extension #02**

### **SOLICITATION # 22315**

**TO:** Office of Information Technology (OIT)

**DATE:** July 30, 2018

**FROM:** Joe Woodside  
Procurement Bureau

**SUBJECT:** Wireless Devices & Services – Contract Extension

**Original Contract Term:** 9/1/2012 to 8/31/2017

**First Extension Period:** 9/1/2017 to 8/31/2018

**This Extension Period:** 9/1/2018 to 8/31/2019

Please be advised that the contract 82583 (Verizon Wireless), 82584 (AT&T Mobility), and 82585 (American Messaging) has been extended for a period of twelve (12) months commencing on September 1, 2018 and terminating on August 31, 2019.

The Vendors have agreed to extend as per the terms and conditions of the original proposal, addenda and amendmets. All other terms and conditions remain the same.

Please keep this amendment with the Notice of Award for future reference.

**Notice of Award  
Term Contract(s)**

**T-216A  
WIRELESS DEVICES AND SERVICES**

Vendor Information	
By Vendor	
RFP Documents	
Email to JOSEPH WOODSIDE	

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-216A
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/12 TO: 08/31/19
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*



<b>Order Fax:</b>	800-643-6498
<b>Contract#:</b>	82585
<b>Expiration Date:</b>	08/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	AT&T MOBILITY ONE AT&T WAY ROOM 2C224E BEDMINISTER, NJ 07921
<b>Contact Person:</b>	FRANK GUZZO
<b>Contact Phone:</b>	732-610-6988
<b>Order Fax:</b>	704-510-6913
<b>Contract#:</b>	82584
<b>Expiration Date:</b>	08/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	VERIZON WIRELESS CELLCO PARTNERSHIP ONE VERIZON WAY BASKING RIDGE, NJ 07920
<b>Contact Person:</b>	RICHARD MULLIN
<b>Contact Phone:</b>	215-280-1333
<b>Order Fax:</b>	215-604-6487
<b>Contract#:</b>	82583
<b>Expiration Date:</b>	08/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	5 DAYS ARO
<b>Small Business Enterprise:</b>	NO

<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

**CONTRACT ITEMS/SERVICES BY VENDOR**

<b>Vendor:</b> AMERICAN MESSAGING			<b>Contract Number:</b> 82585		
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00006	COMM CODE: 725-45-058307 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: NUMERIC PAGER AS DEFINED IN SECTION 3.3-3.3.1.2 OF RFP SCHEDULE F MODEL: NUMERIC PAGER	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00007	COMM CODE: 725-45-058308 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: ALPHANUMERIC PAGER AS DEFINED IN SECTION 3.3-3.3.1.2 OF RFP SCHEDULE G. MODEL: ALPHNUMERIC PAGER	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00008	COMM CODE: 725-45-058309 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: TWO-WAY PAGING AS DEFINED IN SECTION 3.3-3.3.1.2 OF RFP SCHEDULE H. MODEL: TWO-WAY PAGEING	1.000	LOT	NET	N/A
<b>Vendor:</b> AT&T MOBILITY			<b>Contract Number:</b> 82584		
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>

00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1-3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5-3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS DATA NETWORK PLAN AS DEFINED SECTION 3.1.7-3.1.7.5 OF	1.000	LOT	NET	N/A

	RFP SCHEDULE E.				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2-3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.	1.000	LOT	NET	N/A
<b>Vendor:</b> VERIZON WIRELESS CELLCO PARTNERSHIP		<b>Contract Number:</b> 82583			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE	1.000	LOT	NET	N/A



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AT&T CORP.

**Trade Name:**

**Address:** 11760 US HIGHWAY 1 STE 600  
NORTH PALM BEACH, FL 33408

**Certificate Number:** 0059460

**Effective Date:**

**Date of Issuance:** February 27, 2019

**For Office Use Only:**

20190227123927435

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

City Clerk File No. Res. 19-199  
Agenda No. 10.V  
Approved: MAR 13 2019  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CDW GOVERNMENT LLC FOR THE RENEWAL OF CISCO SMARTNET SERVICE MAINTENANCE UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

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

**WHEREAS**, the renewal of the Cisco Smartnet maintenance service contract provides direct access 24 hours a day, 365 days a year to specialized experts in the Cisco Technical Assistance Center (TAC); extensive self-help support through Cisco's online knowledge base, communities, resources, and tools which allows for the Police Communications Center to handle all responses from Police, Fire and/or emergency medical units efficiently; and

**WHEREAS**, TAC provides extensive self-help support through Cisco's online knowledge base, communities, resources, and tools which allows for the Police Communications Center to handle all responses from Police, Fire and/or emergency medical units efficiently; 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**, CDW Government LLC, 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061 is an authorized dealer and reseller for Cisco Systems Inc. who is in possession of State contract A87720, and submitted a proposal in the amount of ninety eight thousand, four hundred dollars (\$98,400.00) for the renewal of Cisco Smartnet service maintenance; and

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

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-25-271-314	132791	A87720	\$98,400.00	\$500.00

**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 CDW-G LLC in the amount of \$98,400.00 the renewal of Cisco Smartnet service maintenance;
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 for a term of one year effective March 14, 2019 through March 13, 2020;
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(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 and in the subsequent year's permanent budgets;

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CDW GOVERNMENT LLC FOR THE RENEWAL OF CISCO SMARTNET SERVICE MAINTENANCE UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

Elizabeth Castillo, Elizabeth Castillo, Acting 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
01-201-25-271-314	132791	A87720	\$98,400.00	\$500.00

Approved by:

Peter Folgado  
Peter Folgado, Director of Purchasing  
RPPO, QPA

March 5, 2019

Date

PF/pv  
3/5/19

APPROVED:

[Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 AWARD OF A CONTRACT TO CDW GOVERNMENT LLC FOR THE RENEWAL OF CISCO SMARTNET SERVICE MAINTENANCE UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

## **Initiator**

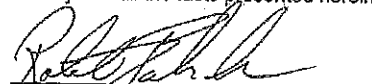
Department/Division	Public Safety	Communications and Information Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

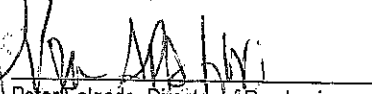
## **Resolution Purpose**

The Department of Public Safety has an extensive network that serves 2,300 employees over 48 locations. This is accomplished by the use of 127 network switches and devices. CISCO SmartNet provides service ticket support, firmware and security updates and replacement of these critical switches should one fail within 24 hrs.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

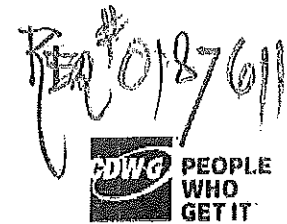
3/5/19  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

3/5/19  
Date



# QUOTE CONFIRMATION



DEAR BOB BAKER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KKXZ568	2/14/2019	SMARTNET RENEWAL	12332742	\$98,400.00

## IMPORTANT - PLEASE READ

**Special Instructions:** TAX: MULTIPLE TAX JURISDICTIONS APPLY  
TAX: CONTACT CDW FOR TAX DETAILS

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-1-100K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: JERSEY CITY, NJ .0000% \$.00 Contract: MARKET	1	1504546	\$98,400.00	\$98,400.00

<b>PURCHASER BILLING INFO</b>		<b>SUBTOTAL</b>	\$98,400.00
<b>Billing Address:</b> PUBLIC SAFETY COMM. CENTER ACCTS PAYABLE 73-85 BISHOP ST **ORIG. VOUCHER REQ.** JERSEY CITY, NJ 07304 Phone: (201) 111-1111 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$0.00
		<b>GRAND TOTAL</b>	\$98,400.00
		<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>DELIVER TO</b>			
<b>Shipping Address:</b> JERSEY CITY PUBLIC SAFETY COMM CENT BOB BAKER 73-85 BISHOP ST JERSEY CITY, NJ 07304 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION			

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Rob Lisi

(855) 822-1103

roblisi@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at:  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## NASPO ValuePoint DataCom New Jersey

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**NVP #AR233 (14-19)**
**Participating Addendum for  
NJ #87720**

Contract Start Date: 8/29/2014

Contract End Date: 5/31/2020



Minimum Discounts	Ordering Instructions	Contract Highlights	Contract Documents
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**Product Discount: 35%**
**Cisco Services Discounts:**

Cisco SMARTnet	Discount % (Government)	Discount % (Education)
1-Year Contract	10%	25%
3-Year Prepaid Contract*	17%	28%
5-Year Prepaid Contract*	21%	30%

**Technical/Maintenance Services (Not Under SMARTnet Program) 10%**
**Training/Learning Credits 0%**
**Advanced Services (Non-SOW Based) 0%**

Cisco Services	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Maintenance Services	\$600.00	\$525.00
Professional Services - Deployment Services	\$743.17	\$661.17
Consulting/Advisory Services	\$743.18	\$661.18
Architectural Design Services	\$743.19	\$661.19
Statement of Work Services	\$743.20	\$661.20
Training Deployment Services	\$600.00	\$525.00

**NOTE:** The hourly rates provided for Cisco Services are Not-To-Exceed (NTE) rates. Individual hours, or blocks of hours, may not be purchased separately. Cisco will use these rates to determine the total fixed price of a customer-approved Statement of Work (SOW) with specific deliverables. For "Partner Services", please contact the authorized resellers directly for their rates. They are authorized to only provide Basic Installation and Configuration services (i.e. rack and stack work, installation of purchased Cisco equipment, etc.) under this Cisco NVP Data Communications Master Agreement AR-233 (14-19).

Partner Services	Onsite NTE Amount/Hour*	Remote NTE Amount/Hour*
Basic Installation and Configuration Services Only	\$600.00	\$525.00

### Related Links

- [Partner Locator](#)
- [NASPO ValuePoint Website](#)
- [State of New Jersey](#)
- [NASPO ValuePoint Introduction](#)
- [NVP eMarket Center](#)

### Price Lists

- [Cisco NVP DC NJ Price List](#)
- [Cisco NVP DC NJ Price List Archive](#)

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### Contact Us

- [Partners: Contract Application Requests](#)
- [Full Contact List](#)

### Marketing

- [CMO Contract Overview](#)
- [Data Center and Virtualization Overview](#)
- [Unified Computing System Solution Overview](#)

NOTE: Limited Partner Services for Basic Install and Config include the following: Certified and Technical Project Management, Staging & Implementation Engineering, Site Survey, High Level Design Review, Global Implementation Capability, Configuration Development, Knowledge Transfer, Acceptance Testing

\*Onsite NTE Amount/Hour: Customer Premise Labor Rates Not To Exceed Hourly

\*Remote NTE Amount/Hour: Vendor Premise Labor Rates Not To Exceed Hourly

#### Authorized NVP Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

#### LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS

#### PARTNER CONTACT INFORMATION

Aspire Technology Partners, LLC  
25 James Way  
Eatontown, NJ 07724  
Phone: 732-847-9600  
Fax: 732-847-9600  
Federal ID #42-1628916

REMIT-TO:  
Aspire Technology Partners  
25 James Way  
Eatontown, NJ 07724  
Phone: 732-847-9600

#### CUSTOMER ORDERS:

Sales Operations  
25 James Way  
Eatontown, NJ 07724  
Phone: 732-847-9600

#### Cust Srvc/ESCALATIONS:

Sales Operations  
Phone: 732-847-9600

Carcusel Industries of North America, Inc.  
659 South County Trail  
Exeter, RI 02822  
Phone: 401-583-7349  
Toll Free: 800-401-0760  
Fax: 401-667-5494  
Federal ID #38-3679518

REMIT-TO:  
PO Box 842084  
Boston, MA 02284

#### CUSTOMER ORDERS:

Chris Cerrachio  
30 Royal Rd  
Flemington, NJ 08622  
Phone: 267-223-2606

#### Cust Srvc/ESCALATIONS:

Paul Pinto  
Phone: 401-825-4264

CDW Government LLC \*  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061  
Phone: 847-465-6000  
Toll Free: 800-808-4239  
Fax: 847-968-0978  
Federal ID #38-3679518

REMIT-TO:  
CDW  
75 Remittance Dr.  
Suite 1515  
Chicago, IL 60675-1515

#### CUSTOMER ORDERS:

Kevin Cucuel  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061  
Phone: 203-851-7012

#### Cust Srvc/ESCALATIONS:

Kevin Cucuel  
Phone: 203-851-7012

\*Authorized Sourcefire Reseller

Computer Design & Integration, LLC.  
696 Route 46 West  
Teterboro, NJ 07608  
Phone: 201-931-1420  
Fax: 201-931-0101  
Federal ID #13-3823827

REMIT-TO:  
Carla Caccioli  
696 Route 46 West  
Teterboro, NJ 07608  
Phone: 201-426-9278

#### CUSTOMER ORDERS:

Brad Curtis

**Notice of Award  
Term Contract(s)**

**M-7000  
DATA COMMUNICATIONS EQUIPMENT**

Vendor Information			
Authorized Dealers			
By Vendor			
Email to GREGORY BUDDIE			

<p><b>Downloadable NOA Documents</b> (Please utilize scroll bar on right side of box if necessary to view all documents)</p> <p>The <b>Download All Documents</b> hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. <a href="#">Click here</a> to learn more about WinZip or to download the latest version from the WinZip web site.</p> <p>Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. <a href="#">Click here</a> to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.</p>
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**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	M-7000
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/16/16 TO: 05/31/19
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BROCADE COMMUNICATIONS SYSTEMS INC 130 HOLGER WAY SAN JOSE, CA 95134
<b>Contact Person:</b>	TANIA CRAYTHORNE
<b>Contact Phone:</b>	408-333-6226
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	87718
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	CISCO SYSTEMS INC 308 HARPER DRIVE 1ST FL MOORESTOWN, NJ 08057
<b>Contact Person:</b>	JOE EARLEY
<b>Contact Phone:</b>	215-620-2074
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	87720
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

<b>Contact Person:</b>	
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	WRFF LLC DBA ARGENTIUM SOLUTIONS 123 E 54TH STREET APT 7A NEW YORK NY 10022
<b>Contact Person:</b>	BRANT STEVENS
<b>Contact Phone:</b>	212-931-8566
<b>Dealer/Distributor Name &amp; Address:</b>	ZONES INC 1102 15TH ST SW AUDURN WA 98001
<b>Contact Person:</b>	JOHN VITTO
<b>Contact Phone:</b>	888-403-0995-X306
<b>Contract#: 87719</b>	<b>Title:</b> DATA COMMUNICATIONS EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	EASTERN DATA COMM INC 44 COMMERCE WAY HACKENSACK NJ 07601
<b>Contact Person:</b>	DAN HARRISON
<b>Contact Phone:</b>	201-457-3311-X137
<b>Dealer/Distributor Name &amp; Address:</b>	ENTEL SYSTEMS INC 230 WEST PARKWAY STE 8 POMPTON PLAINS NJ 07444
<b>Contact Person:</b>	JIM BLACK
<b>Contact Phone:</b>	201-447-2000
<b>Dealer/Distributor Name &amp; Address:</b>	R & D DATA PRODUCTS 4105 ROUTE 1 SOUTH/STE 4 MONMOUTH JCT NJ 08852
<b>Contact Person:</b>	RICHARD DIATLO
<b>Contact Phone:</b>	732-329-0555
<b>Contract#: 87720</b>	<b>Title:</b> DATA COMMUNICATIONS EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	ASPIRE TECHNOLOGY PARTNERS LLC 25 JAMES WAY EATONTOWN NJ 07724
<b>Contact Person:</b>	DANIEL HARRIS
<b>Contact Phone:</b>	732-847-9611
<b>Dealer/Distributor Name &amp; Address:</b>	CAROUSEL INDUSTRIES OF NORTH AMERICA INC 3220 TILLMAN DRIVE SUITE 118 BENSALEM PA 19020

<b>Contact Person:</b>	MICHAEL BARNETT
<b>Contact Phone:</b>	267-223-2608
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	JOHN MAZELLA
<b>Contact Phone:</b>	866-776-7415
<b>Dealer/Distributor Name &amp; Address:</b>	COMPUTER DESIGN & INTEGRATION LLC 696 ROUTE 46 WEST TETERBORO NJ 07608
<b>Contact Person:</b>	DAVE REID
<b>Contact Phone:</b>	201-931-1420
<b>Dealer/Distributor Name &amp; Address:</b>	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873
<b>Contact Person:</b>	LOU DEMARCO
<b>Contact Phone:</b>	732-748-3630
<b>Dealer/Distributor Name &amp; Address:</b>	CORE BTS INC 750 ROUTE 202 SOUTH SUITE 210 BRIDGEWATER NJ 08807
<b>Contact Person:</b>	MICHELE KRAMER
<b>Contact Phone:</b>	908-310-4415
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM COMPUTER SPECIALISTS INC 70 SUFFOLK CT HAUPPAUGE NY 11788
<b>Contact Person:</b>	ERIC ABRAMS
<b>Contact Phone:</b>	800-598-8989
<b>Dealer/Distributor Name &amp; Address:</b>	DIMENSION DATA NA 11006 RUSHMORE DRIVE CHARLOTTE NC 28277
<b>Contact Person:</b>	ARTHUR L TORIS
<b>Contact Phone:</b>	732-966-3826
<b>Dealer/Distributor Name &amp; Address:</b>	DYNTEK 1120 ROUTE 73/STE 100 MOUNT LAUREL NJ 08054
<b>Contact Person:</b>	DEBORA HARTMAN
<b>Contact Phone:</b>	856-834-1139
<b>Dealer/Distributor Name &amp; Address:</b>	EPLUS TECHNOLOGY INC 642 NEWTOWN YARDLEY RD NEWTOWN PA 18940
<b>Contact Person:</b>	GEORGE PASHARDIS

	THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO				
<b>Vendor:</b> CISCO SYSTEMS INC		<b>Contract Number:</b> 87720			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: DATA CENTER APPLICATIONS SUCH AS: VIRTUALIZED LOAD BALANCERS AND WAN OPTIMIZATION APPLIANCES. FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED UNDER THIS PRICE LINE PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL & AUTOMATION; AND BRANCH OFFICE MANAGEMENT & AUTOMATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORK OPTIMIZATION &	1.000	EA	NET	N/A



	ACCELERATION; DYNAMIC LOAD BALANCING; WAN ACCELERATION; AND HIGH AVAILABILITY & REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: OPTICAL NETWORKING PRODUCTS SUCH AS: CORE DENSE WAVELENGTH DIVISION MULTIPLEXING SWITCHES;EDGE OPTICAL SWITCHES; OPTICAL NETWORK MANAGEMENT; AND IP OVER DWDM. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: ROUTERS: BRANCH ROUTERS; NETWORK EDGE ROUTERS; CORE ROUTERS; SERVICE AGGREGATION ROUTERS; AND CARRIER ETHERNET ROUTERS. PLEASE REFER TO THE METHOD OF OPERATION FOR ADDITIONAL INFORMATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SECURITY PRODUCTS SUCH AS: DATA CENTER & VIRTUALIZATION	1.000	EA	NET	N/A

	SECURITY PRODUCTS AND APPLIANCES; INTRUSION DETECTION/PROTECTION & FIREWALL APPLIANCES; LOGGING APPLIANCES & ANALYSIS TOOLS; SECURE EDGE & BRANCH INTEGRATED SECURITY PRODUCTS; SECURE MOBILITY PRODUCTS; ENCRYPTION APPLIANCES AND SECURE ACCESS. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	<p>COMM CODE: 206-64-087259 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: STORAGE AREA NETWORKING DEVICES SUCH AS DIRECTOR CLASS SAN SWITCHES &amp; MODULES; FABRIC &amp; BLADE SERVER SWITCHES; ENTERPRISE &amp; DATA CENTER SAN &amp; VSAN MANAGEMENT; AND SAN OPTIMIZATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO</p>	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	<p>COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: SWITCHES SUCH AS: LAN ACCESS SWITCHES; LAN CORE SWITCHES; DATA CENTER SWITCHES; SOFTWARE DEFINED NETWORKS VIRTUALIZED SWITCHES; CARRIER AGGREGATION SWITCHES; AND CARRIER ETHERNET ACCESS SWITCHES. FOR ADDITIONAL INFORMATION</p>	1.000	EA	NET	N/A

	PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: WIRELESS APPLIANCES SUCH AS: ACCESS POINTS; OUTDOOR WIRELESS ACCESS; WIRELESS LAN CONTROLLERS; WIRELESS LAN NETWORK SERVICES & MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 209-28-087258 [COMPUTER SOFTWARE FOR MAINFRAMES AND...]  ITEM DESCRIPTION: UNIFIED COMMUNICATIONS SUCH AS: IP TELEPHONY; INSTANT MESSAGING/PRESENCE; UNIFIED MESSAGING; CONTACT CENTER; COMMUNICATION END POINTS & APPLICATIONS; UC NETWORK MANAGEMENT; COLLABORATION; AND COLLABORATIVE VIDEO. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> DELL MARKETING LP		<b>Contract Number:</b> 88796			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION:	1.000	EA	NET	N/A



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CDW GOVERNMENT LLC  
**Trade Name:**  
**Address:** 200 N MILWAUKEE AVE  
VERNON HILLS, IL 60061-1577  
**Certificate Number:** 1561883  
**Effective Date:** May 10, 2010  
**Date of Issuance:** March 05, 2019

**For Office Use Only:**  
20190305110610512

Certification 26158

# **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-~~10-2017~~ to 15-~~10-2018~~-2020



CDW GOVERNMENT, LLC  
230 N. MILWAUKEE AVENUE  
VERNON HILLS IL 60061



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

**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](http://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.

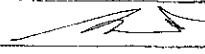
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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.

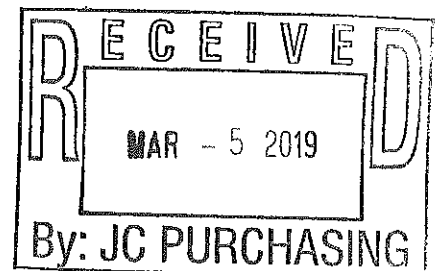
Representative's Name/Title (Print): Matt Flood, Proposals Supervisor

Representative's Signature: 

Name of Company: CDW Government LLC

Tel. No.: (855) 822-1103

Date: 3/4/2019



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


The contractor and the Proposals Supr of CDW-G (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.

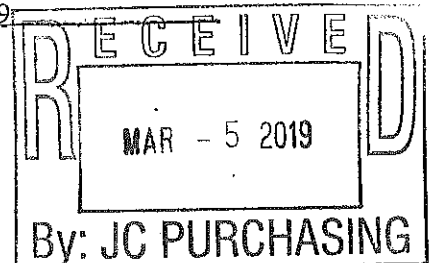
Representative's Name/Title (Print): Matt Flood, Proposals Supervisor

Representative's Signature: 

Name of Company: CDW Government LLC

Tel. No.: (855) 822-1103

Date: 3/4/2019



**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 : CDW Government LLC  
Address : 230 N. Milwaukee Avenue, Vernon Hills, IL. 60061-9740  
Telephone No. : 800-808-4239  
Contact Name : Rob Lisi

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**



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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**

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

City Clerk File No. Res. 19-200

Agenda No. 10-W

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE MAINTENANCE AND REPAIRS OF PORTABLE RADIOS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

### 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 U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Department of Public Safety, Communications Center needs maintenance and repair services for its portable radios; and

**WHEREAS**, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

**WHEREAS**, the Department of Public Safety, Communications Center wishes to purchase maintenance and repair services for radios from Safeware Inc., 4403 Forbes Boulevard, Lanham, Maryland 20706 who is in possession of contract number 4400001839; and

**WHEREAS**, this contract is awarded for a period of one year commencing March 14, 2019 with options to renew for two (2) additional one (1) year periods; and

**WHEREAS**, the total amount of the contract is \$568,181.83; 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 Safeware, Inc. in the amount of \$568,181.83 for the maintenance and repair services of portable radios;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
3. The term of the contract shall be for one year effective March 14, 2019 with options to renew for two (2) additional one (1) year periods;
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

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE MAINTENANCE AND REPAIRS OF PORTABLE RADIOS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

5. 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 year's budget.

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

Operating Account	PO #	Total Contract	Temp Encumbrance
01-201-25-271-314	132781	\$568,181.83	\$500.00

Approved: \_\_\_\_\_  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

March 1, 2019  
Date

PF/pv/RR  
3/1/19

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-13-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE MAINTENANCE AND REPAIRS OF PORTABLE RADIOS THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

## **Initiator**

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

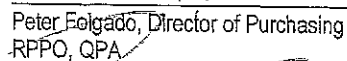
## **Resolution Purpose**

Maintenance, repair, programming and administration of 3,400 mobile radios (city wide) and 6 Repeater Sites. All radio repairs are performed on-site at the Bishop Street facility. Radio Technicians are on site 5 days week and are on call 24/7.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/21/17  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

3/1/19  
Date



Revenue NJBOS

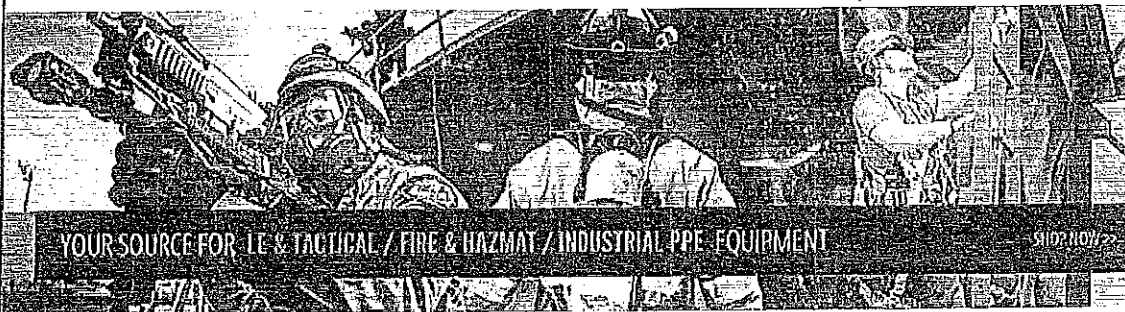
## New Jersey Division of Revenue

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0093615 FOR SAFEWARE INC IS VALID.

# Safeware

EQUIPPING THE PEACELESS SINCE 1979



## ATTENTION SAFEWARE CUSTOMERS!

We have a new remit to address effective immediately.

If you are paying by check, please mail to:

Safeware, Inc.  
P.O. Box 76320  
Baltimore, MD 21275-6320

If you are paying by ACH, please use the following:

Bank Name:	Wells Fargo Bank, N.A.
Account Name:	Safeware, Inc.
Account Number:	4598214112
Routing Number:	121000248
Swift Code:	WFBIUS6S

Please update your records accordingly.

If you have any questions, or need additional information, please contact us at [AR@safewareinc.com](mailto:AR@safewareinc.com).

Thank you for your business!

Sincerely,

Safeware

**Safeware**

**Connect With Us:**

Phone: 1-800-331-6707  
Email: [info@safewareinc.com](mailto:info@safewareinc.com)



Safeware | 4403 Forbes Blvd., Lanham, MD 20706

[Unsubscribe rbakersr@njjcps.org](mailto:Unsubscribe_rbakersr@njjcps.org)

[Update Profile](#) | [About our service provider](#)

Sent by [ssarbacher@safewareinc.com](mailto:ssarbacher@safewareinc.com) in collaboration with

**Constant Contact**   
Try it free today



# INVOICE

Remit To:  
Safeware Inc.  
P.O. Box 76320  
Baltimore, MD 21275-6320  
USA  
301-683-1234  
www.safewareinc.com

Invoice Number	
1616892	
Invoice Date	Page
1/31/2019	1 of 2

Bill To: Customer ID: 86926  
City of Jersey City  
394 Central Avenue  
Jersey City, NJ 07307

Ship To:  
City of Jersey City  
Public Safety Comm Center  
73-85 Bishop Street  
Jersey City, NJ 07304

201-547-4896

PO Number					Terms		Taker		
2019 Radio Maint Agreement					Net 30		lorantes@safewareinc.com		
Freight Terms					Phone		Fax		
Freight Paid					301-683-1212		301-683-1200		
Quantities					Item ID		Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description		UOM	Price	Price
			Unit Size				Unit Size		

## Order Note: Payment Terms

Any incurred fee(s) associated outside of this agreement will follow any policies, procedures and/or regulations for the Customer.

a. Payment is due on the date of the start of the quarter, NLT Net 30 remitted to:

Safeware, Inc.  
P.O. Box 76320  
Baltimore, MD 21275-6320

b. Replacement of items deemed inoperable pursuant to above terms within the agreement period will be at the current offered price for the time.

1.00	0.00	1.00	EA	PVANKIRK	EA	0.00	0.00
		1.0		For questions regarding this proposal please contact:  Peter Van Kirk Safeware-Mallory Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
1.00	1.00	0.00	EA	ABR MAINTAGREE	EA	568,181.83	568,181.83
				List Price: 1,246,261.22	USC Discount: 41%	Your Discount: 54.41%	
		1.0		Radio System Maintenance Agreement	1.0		
1.00	0.00	1.00	EA	USC	EA	0.00	0.00
		1.0		U.S. Communities Contract #4400008468	1.0		





Remit To:  
Safeware Inc.  
P.O. Box 76320  
Baltimore, MD 21276-6320  
USA  
301-683-1234  
www.safewareinc.com

# INVOICE

Invoice Number	
1616892	
Invoice Date	Page
1/31/2019	2 of 2

Quantities					Item ID	Pricing	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM		
						Unit Size		

Public Safety and-Emergency Preparedness  
Standard freight within continental US is paid, all  
HAZMAT or expedited freight will be billed.  
\*Agency must be registered with U.S. Communities  
at [www.uscommunities.org](http://www.uscommunities.org)

Total Lines: 3

**SUB-TOTAL:** 568,181.83  
**TAX:** 0.00  
**AMOUNT DUE:** 568,181.83

\*\*\*ORIGINAL\*\*\*

Federal ID: 52-1152883



**AER Consulting Services, LLC**  
*Tomorrow Could Be The Easier Day*

**This MAINTENANCE AGREEMENT is subject to these terms and conditions:**

**Start Date: 01/01/2019**

**End Date: 12/31/2019**

- (1) **Definitions:** For the purpose of brevity and uniformity all references to *Safeware Inc.* (4403 Forbes Blvd, Lanham MD 20706) in a cooperative partnership in this agreement with *A.E.R. Consulting Services, LLC* (44 Tupelo Drive, Old Bridge, NJ 08857) will be reflected as Safeware/AER. Safeware Inc. shall be the Prime Contractor, and A.E.R. Consulting Services, LLC as a Partner of Safeware and authorized subcontractor, will be performing all work/service outlined. All references to the *City of Jersey City* (280 Grove Street, Jersey City, NJ 07302) shall reflect as Customer.
- (2) **Purchasing Terms:** Customer understands that the equipment being maintained is the sole property of Customer, and any repairs done will be with parts provided by the Customer at cost, or from existing infrastructure that can be re-purposed safely and within technical specifications. Any physical infrastructure deemed inoperable throughout the scope of work is to be replaced or repaired with monies from Customer.
- (3) **Work:** Safeware/AER agrees to provide maintenance for the Customer of all radio equipment utilized for the Public Safety Division of the City of Jersey City, within agreement beginning and ending on the dates indicated above. The maintenance cost shall include all labor required to repair equipment which has become defective through normal wear and usage inclusive of any software or firmware updates. A \$50,000.00 parts encumbrance for Portable + Mobile physical repair, as well as equipment repair for the Trunked Radio System (TRS) has been requested, and in addition to the payment for this agreement. Replacement of vital infrastructure components that cost more than \$1,000.00 for any single-item will be the responsibility of the Customer after a predetermination of actual need discussed with the Director of Communications. All repair of equipment purchased by Customer will be serviced to operational condition within the dates specified above at no additional cost outside of this agreement.
  - a. Defective/Damaged Portable + Mobile units will be inspected on Monday-Friday between the hours of 7am-7pm at the Customer's location. TRS controller or infrastructure issues with notification to Safeware/AER of the deficiency will provide immediate support within one hour from notification. Should field technicians deem the unit inoperable during the field examination, an immediate replacement will be programmed and provided to Customer utilizing backup equipment pre-deployed to location(s) within the city as they are procured. At the time of the start of this agreement, Customer acknowledges their TRS has no current backup system, and the creation/ implementation of one is paramount.
  - b. There will be a period of time where Safeware/AER will have to work 24/7 to perform immediate repair of the system and subscriber radios. This will come at no additional cost outside of this agreement to Customer, and the performance and hours will be determined in concert with Customer.



*AER Consulting Services, LLC*  
*Tomorrow Could Be The Easier Day*

- (4) **Maintenance Standards:** The equipment will be maintained by Safeware/AER in accordance with these standards:
- Manufacturer parts or parts of equal quality will be used;
  - Oil, water, dust and foreign substances will be removed from the equipment;
  - The equipment will not be subject to mechanical abuse;
  - The equipment will be maintained at the levels necessary to provide the required communication and outline maintenance procedures will be followed; and
  - All maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required.
- (5) **Time and Place of Maintenance Work:** Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Customer shall furnish heat, light and power at these locations. Three sites that have been identified for field-work are the Public Safety Communications Center, 73-85 Bishop Street, OEM Complex at 715 Summit Avenue, and the ESU Complex at 13-15 Linden Ave East, all in Jersey City, NJ. Mobile units and Portable equipment shall be inspected at the Customer's location, and removed from the premises by Safeware/AER technicians if deemed absolutely necessary for advanced repair. Customer shall provide a secure workspace for Safeware/AER, and the most secure location has been identified as 73-85 Bishop Street, Jersey City, NJ. This location will be staffed five calendar days a week, Monday thru Friday, excluding federal holidays. Work will be performed the rest of the calendar week as emergency work presents itself.
- (6) **Excluded Items:** Safeware/AER does not service: (Under Any Circumstances)
- Electrical equipment, including UPS units or generators
  - Air Conditioning, including environmental controls
  - Fire Suppression equipment, including sprinklers, alarms, or pumps
  - Vehicle-related issues or installations.
- (7) **Payment:** Any incurred fee(s) associated outside of this agreement will follow any policies, procedures, and/or regulations for the Customer. The price shall be \$568,181.83 USD.
- Payment is due on the date of the start of the quarter, NLT Net 30 remitted to: Safeware, Inc. P.O. Box 76320, Baltimore, MD 21275-6320.
  - Replacement of item(s) deemed inoperable pursuant to above terms within the agreement period will be at the current offered price for the time..
- (8) **Insurance:** Safeware/AER will maintain liability insurance policies with a COI issued to the City of Jersey City detailing limits, general aggregate, and professional liability coverage. As the current equipment is >90% outside of a warranty period, and has been handled by Safeware/AER(s) not associated with Safeware/AER, the Customer indemnifies Safeware/AER from any liability as a result of current in-place faulty equipment, and understands that Safeware/AER will do its due diligence to repair and service. Safeware/AER indemnifies Customer of any workers- compensation proceedings regarding Safeware/AER employees conducting work on Customer premises.



*AER Consulting Services, LLC*  
*Tomorrow Could Be The Easier Day*

- (9) **FCC Records:** Safeware/AER will assist in FCC licensing issues; however, Customer is solely responsible for any and all licenses or authorizations required by the FCC or any other government agency.
- (10) **Interruption of Service:** The customer shall notify Safeware/AER in the event of failure of an individual unit immediately. An understanding of this agreement within the Scope of Work is that significant amount repair is required for the proper continuance of the system. Safeware/AER cannot be held liable for any service interruptions beyond their control. Safeware/AER does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Safeware/AER including, but not restricted to, acts of God, acts of the public enemy, acts of the United States any State Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of the Customer, its agents, employees, or subcontractors, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions.
- (11) **Automatic Renewal:** After the "End Date" indicated at the top of this agreement, this agreement shall continue for successive additional periods of 1 year, provided that either Safeware/AER or the Customer may terminate this agreement on the "End Date" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein. Upon the end date of this agreement, the fee(s) shall follow the guidelines set forth in (5) Payment. If the Customer decides to replace infrastructure subscriber units during this agreement period, Safeware/AER is willing to discuss the adjust the cost of maintenance to reflect warranty units for renewal years.
- (12) **Laws and regulations:** This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction. Waiver: Failure or delay on the part of Safeware/AER or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.
- (13) **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. The framework for this agreement is attached.
- (14) **Amendment:** No revision of this agreement shall be valid unless made in writing and signed by a Corporate Officer of Safeware/AER and authorized agent of the Customer.
- (15) **Termination:** Safeware/AER reserves the right to terminate this agreement with 30 days written notice to Customer, for acts determined With Cause that impede the ability to perform work as prescribed or outlined. There will be no refunds on prior monies received. Customer may terminate this agreement within the same terms, With Cause.



*AER Consulting Services, LLC*  
*Tomorrow Could Be The Easier Day*

- (16) **Non-solicitation Agreements:** Safeware/AER is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created. Services are provided for the exclusive use of the Customer, and may not be sold, given away, or used for any other purpose other than the Customer's business or organization. The customer understands and agrees that Safeware/AER employees may not be solicited for regular full-time or part-time employment in any capacity that Safeware/AER provides as a service, at the Customer's business or organization without the express written approval by a Corporate Officer of Safeware/AER.
- (17) **Non-Disclosure:** Safeware/AER understands that it will possess proprietary information about Customer's operation during the course of the project period outlined above. Safeware/AER agrees to maintain strict confidence regarding any business conducted with Customer for a period of five (5) years after the relationship has ended completely.
- (18) **Confidentiality:** Safeware/AER will implement, deploy, configure, and install many systems necessary for the continued safe operation of a complex radio system. This design will be turned over to Customer upon completion, and shall remain the property of Customer. Safeware/AER holds no rights to the design, as all options are discussed and implemented in concert with the Customer.
- (19) **Identification:** The Customer will provide appropriate identification and authorization to sites, buildings, and equipment as deemed necessary by the Director of Communications.
- (20) **Additional Services:** Either member of the Partnership (Safeware/AER) may provide additional services to Customer within their specific Scope of the Business, and those agreements are considered separate and do not impact the continuance of this agreement or any other(s), past, present, or future.

\_\_\_\_\_  
Safeware/AER Representative Signature

\_\_\_\_\_  
City of Jersey City Representative Signature

\_\_\_\_\_  
Safeware/AER Title (Print)

\_\_\_\_\_  
City of Jersey City Representative Title (Print)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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](http://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): MARY ANNE PETRENKO

Representative's Signature: MARY ANNE PETRENKO

Name of Company: SAFEWARE INC.

Tel. No.: 800 331 6707

Date: 2-11-19

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

The contractor and the \_\_\_\_\_ of SAFEGUARD TIC (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: MARY ALICE PETREIKO, VICE PRESIDENT  
Representative's Signature: Mary Alice Petreiko  
Name of Company: SAFEGUARD TIC  
Tel. No.: 800 331 6707 Date: 2/11/19

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: SAFWARE INC

Address: 4403 FORBES BLVD, LANHAM, MD 20706

Telephone No.: 800 331 6707

Contact Name: MARYANNE PETRENKO

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



**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 : SAFWARE INC  
Address : 4403 FORBES BLVD, LANHAM, MD 20706  
Telephone No. : 800 331 6707  
Contact Name : MARYANNE PETRENKO

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

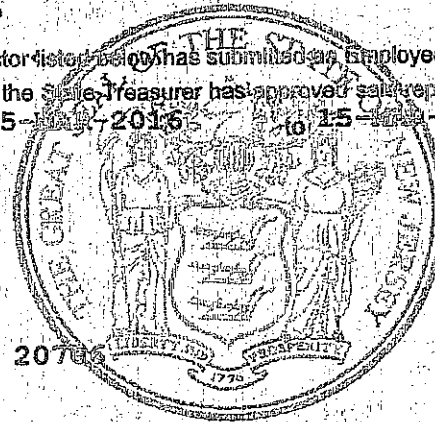
Certification 30423

## 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-July-2016 to 15-July-2019

SAFEWARE INC.  
4403 FORBES BLVD.  
LANHAM

MD 20786



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER  
State Treasurer

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

City Clerk File No. Res. 19-201

Agenda No. 10.X

Approved: MAR 13 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT, PROPERTY AND EVIDENCE MANAGEMENT MODULES THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

**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 U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Computer Aided Dispatch, Records Management, Property and Evidence Management are a law enforcement software platform modules custom designed to enable the management, sharing, and analyzing information using the latest web and mobile standards from command staff to patrol officers; and

**WHEREAS**, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

**WHEREAS**, the Department of Public Safety, Communications Center wishes to purchase the modules from Safeware Inc., 4403 Forbes Boulevard, Lanham, Maryland 20706 who is in possession of contract number 4400001839; and

**WHEREAS**, this contract is awarded for a period of one year commencing March 13, 2019 with options to renew for two (2) additional one (1) year periods; and

**WHEREAS**, the total amount of the contract is \$999,180.00; 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 Safeware, Inc. in the amount of \$999,180.00 for the Computer Aided Dispatch, Records Management, Property and Evidence Management modules;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
3. The term of the contract shall be for one year effective March 14, 2019 with options to renew for two (2) additional one (1) year periods;

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT, PROPERTY AND EVIDENCE MANAGEMENT MODULES THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

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(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 year's budget.

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

Operating Account  
01-201-25-271-314

PO #  
132782

Total Contract  
\$999,180.00

Temp Encumbrance  
\$500.00

Approved:

Peter Folgado, Director of Purchasing,  
GPA, RPPO

March 1, 2019  
Date

PF/pw/RR  
2/28/19

APPROVED:

[Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

R.R.  
3-5-19

Certification Required ☒

Not Required ☐

APPROVED 5-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 AWARD OF A CONTRACT TO SAFEWARE, INC. FOR COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT, PROPERTY AND EVIDENCE MANAGEMENT MODULES THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER

## Initiator

Department/Division		
Name/Title		
Phone/email		

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

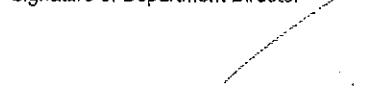
## Resolution Purpose

This software has been custom built for the Jersey City Police Department and is also being customized for the Jersey City Fire department. The Mark43 CAD/RMS system replaces an 18 year old software package that was no longer being supported by General Dynamics..

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

2/28/19  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

3/1/19  
Date



## New Jersey Division of Revenue

Revenue NJRGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0093615 FOR SAFEWARE INC IS VALID.



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: JUN - 7 2018

Safeware, Inc.  
4403 Forbes Blvd  
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

## Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

460

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## MEMORANDUM OF NEGOTIATIONS

RFP 2000002547

### Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 2000002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to Items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
  - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
  - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
    - Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)


Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



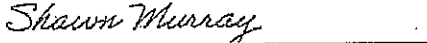
3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:  
  
No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.
8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

  
Safeware, Inc.

6/6/18  
Date

  
Shawn Murray  
Mallory Safety and Supply, LLC.

6/6/18  
Date

  
Cathy A. Muse CPPO  
Director/County Purchasing Agent

6/7/18  
Date

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# Safeware Mallory Contract

[Home](#) > [Safeware-Mallory](#) > [Safeware-Mallory Contract](#)

Homeland Security, Public Safety and Emergency Preparedness

**Lead Agency:**  
County of Fairfax, Virginia

**Contract Number:**  
4400008468 - Safeware, Inc. & Mallory Safety and Supply LLC.

5 year initial term, October 1, 2018 to September 30, 2023  
Option to renew for (5) additional (1) year periods

[REQUEST INFORMATION](#)

## Contract Documents:

Contract 4400008468

## RFP Documents:

RFP 2000002547  
Addendum 1  
RFP Posting Document

## Solutions

BY SUPPLIER ( [show all ->](#) )

BY CATEGORY

Facilities

Office & School

Specialty

Technology

## Main Menu

JUMP TO:

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[Contact Us](#)

[Education Purchasing](#)

[Government Purchasing](#)

[Nonprofit](#)

[Go Green Program](#)

## Postings

Number of suppliers who responded to RFP: 10

Posting Information:

U.S. Communities: Current Solicitations

Onvia/DemandStar

Fairfax County, VA

Canadian MERX Public Tenders

State of Hawaii and Oregon

State of Louisiana

Date Posted:

February 6, 2018 - March 13, 2018

February 6, 2018 - March 13, 2018

February 6, 2018 - March 13, 2018

February 6, 2018 - March 13, 2018

February 6, 2018 - March 13, 2018

February 6, 2018 - March 13, 2018

### Getting Started

- Program Overview
- How It Works
- FAQs

### Why Use U.S. Communities

- What Makes Us Different
- Webinars & Events
- Supplier Commitments

### Discounts on Brands

- Products & Suppliers
- Online Marketplace
- Solicitations

### Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities?
- Cooperative Standards
- State Statutes

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## AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

This AMENDMENT NO. 1 (the "Amendment") to the Master Services Agreement included with requisition number 0173983 (the "Existing Agreement") by and between SAFEWARE/MARK43 INC. and DEPARTMENT OF PUBLIC SAFETY, CITY OF JERSEY CITY, is effective as of \_\_\_\_\_, 2019 (the "Amendment Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Existing Agreement.

WHEREAS, Subscriber wishes to use additional software developed by Mark43 that was not previously described on Schedule A to the Existing Agreement;

WHEREAS, Mark43 wishes to license such additional software to Subscriber on the terms and conditions set forth in the Existing Agreement and in this Amendment; and

WHEREAS, the parties wish to correct certain typographical errors in the Existing Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As of the Amendment Effective Date, the Existing Agreement is hereby amended or modified as follows:

- a. The introductory paragraph to the Existing Agreement shall be amended and restated in its entirety as follows:

This Master Services Agreement (this "Agreement") is effective as of April 19, 2016 (the "Effective Date") by and among Safeware, Inc. ("Safeware"), Mark43, Inc. with a place of business at 28 E. 28<sup>th</sup> Street, 12<sup>th</sup> Floor, New York, NY 10016 ("Mark43") and the Department of Public Safety, City of Jersey City with a place of business at 73-85 Bishop Street, Jersey City, NJ 07304.

- b. Section 2.6 of the Existing Agreement is hereby amended and restated in its entirety as follows:

As between Safeware, Mark43, Inc. and Subscriber, Mark43, Inc. retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Subscriber will have no rights with respect to the SaaS Services other than those expressly granted under this Agreement.

- c. Section 4.4 of the Existing Agreement is hereby amended and restated in its entirety as follows:

**Survival.** The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

- d. Section 5.2 of the Existing Agreement is hereby amended to replace the reference to "Section 6.4" with "Section 5.4."

- e. Section 6.2 of the Existing Agreement is hereby amended to replace the reference to "Section 7" with "Section 6."

- f. Section 7.3 of the Existing Agreement is hereby amended to replace the reference to "Section 8.1" with "Section 7.1" and the reference to "Section 8.2" with "Section 7.2."

- g. Section 9.1 of the Existing Agreement is hereby amended to include the following notice parties:

If to Mark43:

Mark43, Inc.  
28 East 28<sup>th</sup> Street, 12<sup>th</sup> Floor  
New York, NY 10016  
Attn: David Jochim  
Email: dave@mark43.com

Copy to:

Mark43, Inc.  
28 E. 28<sup>th</sup> Street, 12<sup>th</sup> Floor  
New York, NY 10016

Attn: General Counsel  
Email: contractnotices@mark43.com

If to Safeware:

Safeware, Inc.  
4403 Forbes Blvd.  
Lanham, MD 20706  
Attn: Peter Van Kirk

If to Subscriber:

Jersey City Public Safety Communications Center  
73-85 Bishop St.  
Jersey City, NJ 07304  
Attn: Robert Baker

h. Section 1(b) of Schedule A is hereby amended and restated in its entirety as follows:

**b. SaaS Services:**

i. The Applications to be provided are described as follows:

1. Records Management System ("RMS")
  - a. Field Contact & Offense Reporting
  - b. Incident Reporting
  - c. Arrest & Booking
  - d. DUI Arrest
  - e. Automatic UCR & NIBRS Coding
  - f. Exported PDF Forms
  - g. Custom Units, Teams, and User Roles
  - h. Configurable Report Approval Chains
  - i. Dynamic Subject and Evidence Profiles
  - j. Image, Video, and Audio Files Uploads
  - k. Permission-based Read/Write Privileges
  - l. User-Specific Reports Dashboard
  - m. Advanced Search
  - n. Rich Text Formatting
  - o. Auto-validation of Fields, Locations, and People
  - p. Configurable Fields
  - q. Smart Duplicate Data Entry Logic and Prevention
  - r. Case management
2. Computer Aided Dispatch ("CAD")
  - a. Call Taking & Dispatching
  - b. Dispatch Decision Support
  - c. Call Processing
  - d. Status Monitoring
  - e. Unit Management
  - f. Call Management
  - g. Integrated Mapping
  - h. Call For Service (CFS) Disposition and Storage
  - i. Ad Hoc Reporting
  - j. Silent Dispatching
3. Property and Evidence Management Module ("Evidence")
  - a. Property and Evidence Logging
  - b. Evidence Chain of Custody
  - c. Evidence Disposition
  - d. Integration with Records Management System
  - e. Mobile app
  - f. Mobile barcode scanning
  - g. Notification and system
  - h. Permission-based module access

- i. Customizable labels
- j. Configurable evidence locations
- k. Configurable signature settings
- l. Dynamic evidence profiles

- ii. Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below during the period of performance (the "Regular Usage Period"). For each product (RMS, CAD or Evidence, as applicable), Regular Usage Periods shall last for twelve (12) months and renew in accordance with the terms of this Agreement. The Regular Usage Period for each of RMS, CAD and Evidence shall commence upon the launch of each product, as applicable.

- i. Section 4 of Schedule A is hereby amended by adding the following sentence to the end thereof:

The total Fees for the Renewal Term commencing on October 18, 2018 are \$999,180, broken down as follows:

RMS: \$614,880  
CAD: \$384,300  
Evidence: \$0

- j. Section 6 of Schedule A is hereby amended by deleting it in its entirety and replacing it with the following:

**Payment Schedule.**

- a. Subscriber will pay the Fees for the Initial Term on the following schedule:
  - Evaluation, Implementation and Customization Period: No fees due.
  - Regular Usage Period: Fees will be paid in full within thirty (30) days of the start of the Regular Usage Period.
- b. Subscriber will pay the Fees for any Renewal Term on the following schedule: On the first day of the Renewal Term.

- k. Section 7 of Schedule A is hereby amended to replace "Support@Safeware/Mark43.com" with "Support@mark43.com."

- 2. Each party hereby represents and warrants to the other party that:

- a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
- b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such party.
- c. This Amendment has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

- 3. This Amendment is effective as of the Amendment Effective Date. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

- 4. This Amendment shall be binding on and inure to the benefit of each party's successors and assigns.

- 5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

6. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.



## QUOTATION

4403 Forbes Blvd.  
Lanham, MD 20706-4328  
USA  
301-683-1234  
www.safewareinc.com

Order Number	
1614846	
Order Date	Page
1/22/2019 15:31:42	1 of 2

Quote Expires On 2/5/2019

Bill To: Customer ID: 86926  
City of Jersey City  
394 Central Avenue  
Jersey City, NJ 07307

Ship To:  
City of Jersey City  
Public Safety Comm Center  
73-85 Bishop Street  
Jersey City, NJ 07304

201-547-4896

PO Number	Taker	Email
Mark43 Renewal Quote	Lori Orantes	lorantes@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid	301-683-1212	301-683-1200

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
						Unit Size		

1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
------	------	------	----	--	----------	----	------	------

For questions regarding this proposal  
please contact:

Peter Van Kirk  
Safeware-Mallory  
Director-Government Security Solutions  
(M) 561-262-8343  
(O) 561-400-1029  
(F) 804-236-0429  
(E) pvankirk@safewareinc.com

854.00	0.00	854.00	EA		SFW COBALT RMS	EA	720.00	614,880.00
--------	------	--------	----	--	----------------	----	--------	------------

List Price: 1,595.83 USC Discount: 41% Your Discount: 54.88%

1.0					Cobalt - Records Management System	1.0		
-----	--	--	--	--	------------------------------------	-----	--	--

854.00	0.00	854.00	EA		SFW COBALT CAD	EA	450.00	384,300.00
--------	------	--------	----	--	----------------	----	--------	------------

List Price: 997.39 USC Discount: 41% Your Discount: 54.88%

1.0					Cobalt - Computer Aided Dispatch	1.0		
-----	--	--	--	--	----------------------------------	-----	--	--

1.00	0.00	1.00	EA		SFW P/EMS	EA	0.00	0.00
------	------	------	----	--	-----------	----	------	------

1.0					Property/Evidence Management System	1.0		
-----	--	--	--	--	-------------------------------------	-----	--	--

1.00	0.00	1.00	EA		USC	EA	0.00	0.00
------	------	------	----	--	-----	----	------	------

1.0					U.S. Communities Contract #4400008468	1.0		
-----	--	--	--	--	---------------------------------------	-----	--	--

Public Safety and Emergency Preparedness  
Standard freight within continental US is paid, all  
HAZMAT or expedited freight will be billed.  
\*Agency must be registered with U.S.  
Communities at www.uscommunities.org



# QUOTATION

4403 Forbes Blvd.  
Lanham, MD 20706-4328  
USA  
301-683-1234  
www.safewareinc.com

Order Number	
1614846	
Order Date	Page
1/22/2019 15:31:42	2 of 2

Quote Expires On 2/5/2019

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		

Total Lines: 5

**SUB-TOTAL:** 999,180.00

**TAX:** 0.00

**AMOUNT DUE:** 999,180.00

Actual freight added per freight terms



IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

MARK43, INC.

DEPARTMENT OF PUBLIC SAFETY, CITY OF JERSEY  
CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAFEWARE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONFIDENTIAL

**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 SAFEWARE INC *<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).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Kheiraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**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
EDWARD A. SIMONS	BOWIE, MD
ELAINE P. LEE	GLEN DALE, MD

**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: SAFEWARE INC

Signed: MARIA ANNE PETREJKO Title: VICE PRESIDENT

Print Name: MARIA ANNE PETREJKO Date: 1/23/19

Subscribed and sworn before me this 23 day of JANUARY, 2019

My Commission expires:

**STACEY EASTON**  
 NOTARY PUBLIC  
 PRINCE GEORGE'S COUNTY  
 MARYLAND  
 MY COMMISSION EXPIRES MAY 7, 2022

Stacey Easton  
 (Affiant)  
Stacey Easton - Notary  
 (Print name & title of affiant) (Corporate 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 SAFEWARE 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 SAFEWARE 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: SAFEWARE INC

Signed Mary Anne Petrucci Title: VICE PRESIDENT

Print Name: MARY ANNE PETRUCCI Date: 1/23/2019

Subscribed and sworn before me  
this 23 day of January, 2019.  
My Commission expires: X

**STACEY EASTON**  
NOTARY PUBLIC  
PRINCE GEORGE'S COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MAY 7, 2022

Stacey Easton  
(Affiant)  
STACEY EASTON 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.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.I.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:	SAFEWARE INC		
Address:	4403 FORBES BLVD		
City:	LANHAM	State:	MD
		Zip:	20706

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 Maryanne Petrenko Printed Name MARYANNE PETRENKO Title VICE PRESIDENT

## 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.[illegible]☐ Check here if the information is continued on subsequent page(s)

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](http://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)

I, the undersigned vendor further agree 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): MARY ANNE PETRENKO

Representative's Signature: MARY ANNE PETRENKO

Name of Company: SAFEWARE INC

Tel. No.: 800 331 6707

Date: 2-11-19

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

The contractor and the \_\_\_\_\_ of SAFEWARE, INC (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 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): MARY ANN PETRENKO, VICE PRESIDENT  
Representative's Signature: MARY ANN PETRENKO  
Name of Company: SAFEWARE, INC  
Tel. No.: 800 331 6707 Date: 2/11/19

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: SAFWARE INC  
Address: 4403 FORBES BLVD, LANHAM, MD 20706  
Telephone No.: 800 331 6707  
Contact Name: MARYANNE PETRENKO

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

**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 :

SAFEDWARE INC

Address :

4403 FORBES BLVD, LANNAM, MD 20706

Telephone No. :

800 331 6707

Contact Name :

MARYANNE PETRENKO

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**



**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

Certification 30423

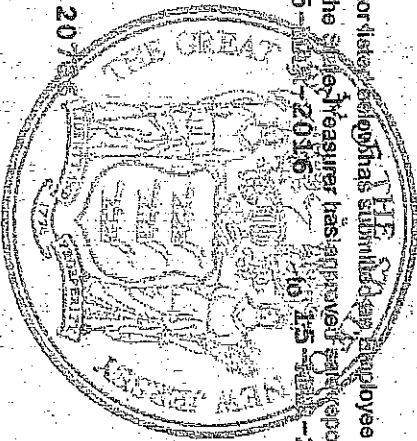
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-~~01-2016~~ 15-~~01-2017~~ 15-~~01-2018~~ 15-~~01-2019~~

SAFEMARE, INC.  
4403 FORBES BLVD.  
LANHAM

MD 20785

FORD M. SCUDDER  
State Treasurer

*Ford M. Scudder*



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

City Clerk File No. Res. 19-202

Agenda No. 10.Y

Approved: MAR 13 2019

TITLE:



## RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENEY DOG TRAINING LLC FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for K9 dog training and evaluations; and

**WHEREAS**, Dennis J. McSweeney Dog Training LLC, 272 Seminole Avenue, Absecon, New Jersey 08201 submitted a quote in the total amount of nineteen thousand, two hundred dollars (\$19,200.00); and

**WHEREAS**, the Purchasing Agent certifies that it was impracticable to solicit any other quotes for the K9 dog training as the State of New Jersey has Canine Standards and Guidelines governed by the Attorney General Office and Department of Criminal Justice that all Law Enforcement agencies K9 Units and trainers must strictly adhere to; and

**WHEREAS**, Dennis J. McSweeney Dog Training LLC is involved with ongoing K9 evaluations and certifications for the Department of Public Safety, Division of Police; and

**WHEREAS**, the Purchasing Director believes the proposal of Dennis McSweeney Dog Training LLC, attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Police Division has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor 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 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$500.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	132776	\$19,200.00	\$500.00

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

1. A contract award to Dennis McSweeney Dog Training LLC in the amount of \$19,200.00 for the K9 training and re-evaluation of police dogs is hereby ratified;
2. The term of the contract is one year effective January 1, 2019 through December 31, 2019;

(Continue on page 2)

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENEY DOG TRAINING LLC FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

3. Upon certification by an official or employee of the City authorized to receive the services 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.;
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, shall be placed on file with this resolution; 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.

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

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	132776	\$19,200.00	\$500.00

Approved by: \_\_\_\_\_  
Peter Folgado, Director of Purchasing  
RPPO, QPA

March 1, 2019  
Date

PF/pv/RR  
3/1/19

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3.13.19</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 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 CONTRACT TO DENNIS J. MCSWEENEY DOG TRAINING LLC FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

**Initiator**

Department/Division	Jersey City Public Safety Department	Police
Name/Title	James Shea	Public Safety Director
Phone/email	201547-4239	jshea@njcpps.org

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

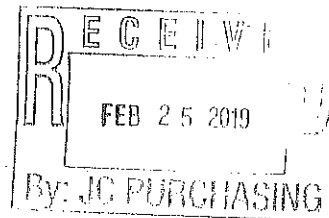
**Resolution Purpose**

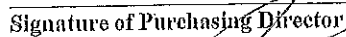
K-9 Dog Training for Period January 1, 2019 to December 31, 2019

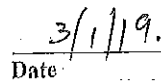
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



  
Signature of Purchasing Director

  
Date

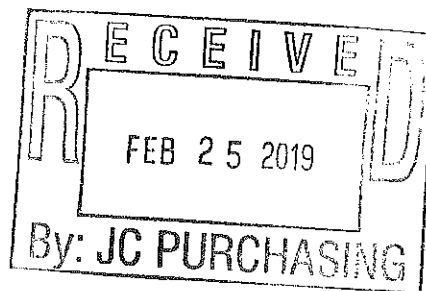
## DETERMINATION OF VALUE CERTIFICATION

I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director for the City of Jersey City.
2. The City requires K-9 Training.
3. The City informally solicited quotations for K-9 Training and Evaluations for the Department of Public Safety.
4. The administration's recommendation is to award a contract to Dennis J. McSweeney Dog Training LLC.
6. The cost of the Contract exceeds \$19,200.00
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 following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

02/20/2019  
Date

  
James Shea, Public Safety Director





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MCSWEENY,DENNIS J  
**Trade Name:**  
**Address:** 272 SEMINOLE AVENUE  
ABSECON, NJ 08201-1911  
**Certificate Number:** 1102118  
**Effective Date:** October 27, 2004  
**Date of Issuance:** February 28, 2019

**For Office Use Only:**  
20190228150928590



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DENNIS MCSWEENEY DOG TRAINING LLC

Trade Name:

Address: 272 SEMINOLE AVENUE  
ABSECON, NJ 08201

Certificate Number: 1962897

Effective Date: June 23, 2015

Date of Issuance: February 26, 2019

For Office Use Only:

20190226143209054

Certification

48779

## 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-JUN-2012

to

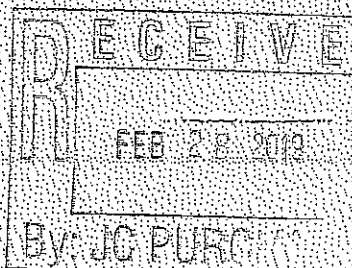
15-JUN-2019

DENNIS J. MCSWEENEY  
272 SEMINOLE AVE.  
ABSECON

NJ 08201



Andrew P. Sidamon-Eristoff  
State Treasurer



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

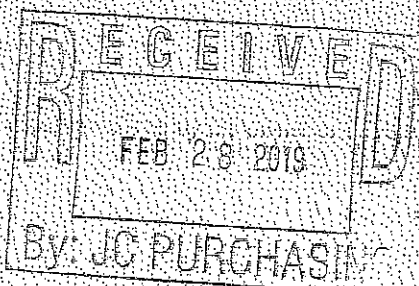
The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, 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 MCSWEENEY  
Representative's Signature: Dennis McSweeney  
Name of Company: Dennis McSweeney Job Training LLC  
Tel. No.: 609-641-1423 Date: 2-27-2019





**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](http://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.

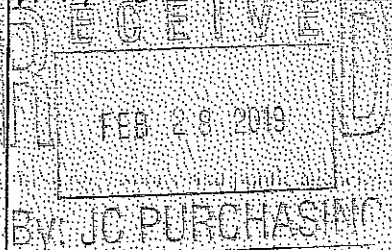
Representative's Name/Title (Print): DENNIS MCSWEENEY K-9 TRAINER (Level 3)

Representative's Signature: Dennis McSweeney

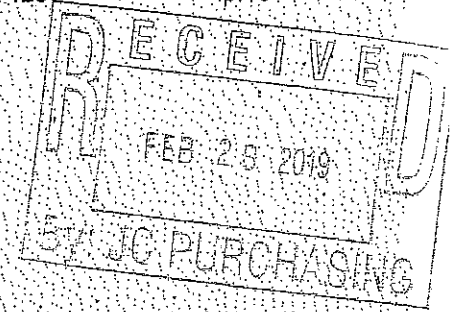
Name of Company: Dennis McSweeney Dog Training LLC

Tel. No.: 609-641-1423

Date: 2-27-2019



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: Dennis McSweeney Dog Training LLC  
Address: 272 Seminole Ave. Absecon N.J. 08201  
Telephone No.: 609-641-1423  
Contact Name: Dennis McSweeney

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.

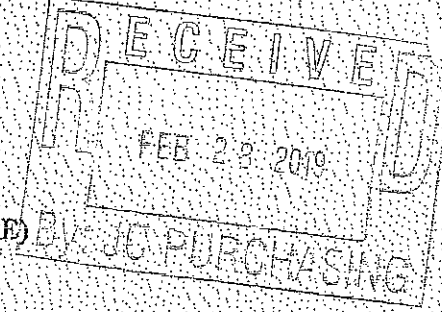
**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**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



**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 : Dennis McSweeney Dog Training LLC  
Address : 272 Semenole Ave. Absecon N.J. 08201  
Telephone No. : 609-641-1423  
Contact Name : Dennis McSweeney

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**



**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:	N/A		
Address:			
City:		State:	Zip:

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.

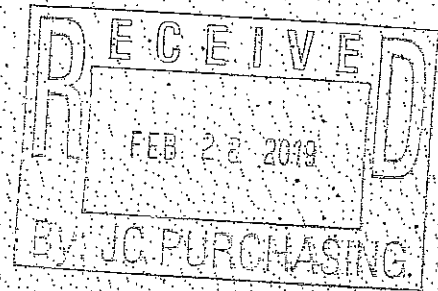
Dennis McSweeney DENNIS MCSWEENEY K-9 TRAINER (Level 3)

## 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.[illegible]

☐ Check here if the information is continued on subsequent page(s)



**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 DENNIS MCSWEENEY Dog Tr. LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2-27-2019 (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 DENNIS MCSWEENEY Dog Tr. 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: Dennis McSweeney Dog Training LLC

Signed Dennis McSweeney Title: Patrol and Scent Dog Trainer

Print Name DENNIS MCSWEENEY Date: 2-28-2019

Subscribed and sworn before me  
this 28<sup>th</sup> day of Feb, 2019.

My Commission expires:

**CARIE A. CRONE**  
Commission #2374526  
Notary Public, State of New Jersey  
My Commission Expires  
June 13, 2023

Carie A. Crone  
(Affiant)  
Carie A. Crone - 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.**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity will be liable for any penalty permitted under law.

G:\WP\DOCS\RED\Pay to Play\Pay to Play Certification following Ord. 08-128.wpd

**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	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

**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: Dennis McSweeney Dog Training LLC  
 Signed: Dennis McSweeney Title: K-9 Trainer (Level 3)  
 Print Name: DENNIS MCSWEENEY Date: 2-27-2019

Subscribed and sworn before me this 28<sup>th</sup> day of Feb, 2019

My Commission expires:

Carie A. Crone  
 Carie A. Crone Notary  
 (Print name & title of affiant) (Corporate Seal)

**CARIE A. CRONE**  
 Commission #2374626  
 Notary Public, State of New Jersey  
 My Commission Expires  
 June 13, 2023

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

City Clerk File No. Res. 19-203

Agenda No. 10.Z

Approved: MAR 13 2019

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CENTRAL POLY CORPORATION TO SUPPLY AND DELIVERY OF LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on February 5, 2019 for the Supply and Delivery of Large Black Plastic Garbage Bags for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the two (2) items as contained in the bid specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, Central Poly Corporation submitted the low bid in the amount **\$42,570.00**; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Central Poly Corporation to be fair and reasonable; and

**WHEREAS**, the sum of Five Thousand **\$5,000.00** is available in Operating Account No. 01-201-28-375-206; and

**WHEREAS**, the balance of the contract funds will be made available as orders are placed.

**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 with Central Poly Corporation for the Supply and Delivery of Large Black Plastic Garbage Bags for the Department of Public Works/Division of Park Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City of Jersey City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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.; and

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO  
CENTRAL POLY CORPORATION TO SUPPLY AND DELIVERY OF LARGE BLACK  
PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION  
OF PARK MAINTENANCE**

6. The award of this contract shall be subject to the condition that the contractor 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, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below:

**Department of Public Works/Division of Park Maintenance**

Acct #	P.O #	Temp. Encumb.	Amount
01-201-28-375-206	132772		\$5,000.00
		<b>TOTAL CONTRACT</b>	<b>\$42,570.00</b>

Approved by Peter Folgado, Director of Purchasing

PF/RR/pc  
2/28/19

JMK  
3/4/19

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 AN OPEN - END CONTRACT TO CENTRAL POLY CORPORATION TO SUPPLY AND DELIVER LARGE BLACK PLASTIC BAGS 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@jenj.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:

- Supply and deliver large black plastic bags.
- 38 inch by 59 inch (3 mil, flat seal).
- 42 inch by 46 inch (4 mil, flat seal).
- DPW spent about \$38,000.00 in 2018.
- Four Bidders : Central Poly for \$42,570.00 , Glopak Corporation for \$48,275.00, Interboro Packing for \$48,722.00 and All American Poly for \$50,894.00.

### Cost (Identify all sources and amounts)

01-201-28-375-206 (Park Operating)  
Contract amount =\$42,570.00  
Temporary Encumbrancy =\$5,000.00

### Contract term (include all proposed renewals)

03/14/19 to 03/13/20.  
City has the option to renew contract for up to two additional one-year terms.

### Type of award

Public Bid

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

# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0186944

PO # 132772

DEPT/DIV: DPW/Park Maintenance

SUBJ: Supply and Delivery of Large Black Plastic  
Garbage Bags

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution	Open-End
Proposal Page/Amounts					X	X
EEO/AA Compliance						X
BRC/Validation						X
Certification Regarding Suspension/Debarment						X
Legislative Fact Sheet/ Determination of Value						X

Notes:

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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

Date: February 27, 2019  
To: Peter Folgado, Purchasing Director  
From: Patrick G. Stamato, DPW Director  
Subject: Recommendation Letter ( Large Black Plastic Bags )

Please be advised, after a careful and thorough review of bids received on February 5, 2019 for large black plastic bags, I recommend that the contract be awarded to the vendor listed below:

**CENTRAL POLY CORP.**  
2400 BEDLE PLACE  
LINDEN, NJ 07036

<u>VENDOR NAME</u>	<u>REQUISITION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY AMOUNT</u>
CENTRAL POLY CORP.	0186944	01-201-28-375-206	\$42,570.00	\$5,000.00

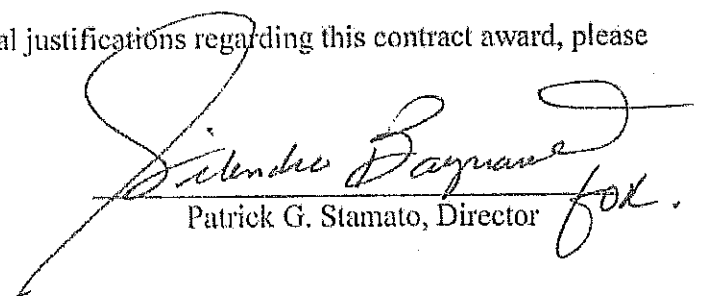
Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the March 13 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

PS/sb

C:

Hector Ortiz, Asst. DPW Director  
Raquel Tosado, Contracts Manager  
Sammy Ocasio, Parks and Forestry Director  
Steve Miller, Confidential Assistant  
Eileen McCabe, Sr. Adm Analyst  
Zakia Gregory, Spvr Accounts  
Elizabeth Harley, Spvr Accounts  
Nicole Greiner, Sr. Acct Clerk  
Paola Campbell, Purchasing Assistant

  
Patrick G. Stamato, Director

**BID PROPOSAL/ DOCUMENTS**  
**SUPPLY AND DELIVERY OF LARGE BLACK PASTIC GARBAGE BAGS**  
**DPW/ DIVISION OF PARK MAINTENANCE**

This contract will be awarded as an open- end contract. The minimum and the maximum quantities for each item are as stated below.

**\*\*\*Vendor must bid on the maximum number\*\*\***

Item	Quantity Minimum & Maximum	Description	Unit Amount	Extended Amount
1.	0-700 Cases	38"x 59" Large Black Plastic Garbage Bags 3 mil, flat bag seal. 100 bags per case, each case shall weigh no less than 40.36 lbs. Net weight (TEEPEE OR APPROVED EQUAL) CENTRAL POLY #CP 3859K3	27.90	19,530 <sup>00</sup>
2.	0-900 Cases	42"x 46" Large Black Plastic Garbage Bags 4 mil, flat bag seal 100 per case, each case shall weigh no less than 46.37 lbs. Net weight (TEEPEE OR APPROVED EQUAL) CENTRAL POLY #CP 4246K4	25.60	23,040 <sup>00</sup>

**Note:** This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

**CENTRAL POLY - BAG CORP.**  
**2400 BEDLE PLACE**  
**LINDEN, NJ 07036**

## GRAND TOTAL PRICE ITEMS 1 AND 2

The City will use the grand total price calculated by using the maximum quantities stated for items 1 and 2. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Forty two thousand,  
Five hundred seventy & 00/100 \$ 42,570<sup>00</sup>  
(In Writing) (In Figures)

The contract will be awarded based on the grand total amount for Items 1 and 2. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one 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 twelve (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 increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

CENTRAL POLY - BAG CORP.  
2400 BEDLE PLACE  
LINDEN, NJ 07036

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
CENTRAL POLY-BAG CORP.

ADDRESS:  
2400 BEDLE PLACE  
LINDEN NJ 07036  
EFFECTIVE DATE:

01/06/94

TRADE NAME:

SEQUENCE NUMBER:

0031908

ISSUANCE DATE:

07/26/12

*James J. Justice*

Director  
New Jersey Division of Revenue

FORM BRC

104-B01-0203840V

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



## New Jersey Division of Revenue

Revenue

NJEGS

### On-Line Business Registration Certificate Service

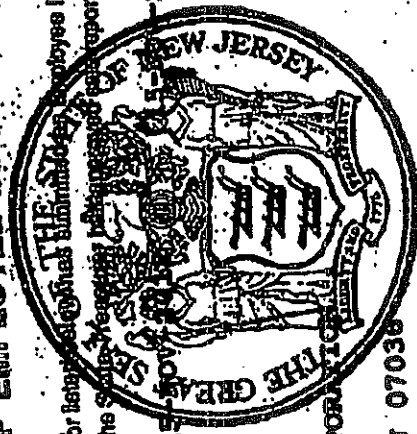
CERTIFICATE NUMBER 0081906 FOR CENTRAL POLY-BAG CORP. IS VALID.

Certification 9010

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**  
This is to certify that the contractor has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Merit System has approved the report. This approval will remain in effect for the period of

12/15/2018 to 12/15/2019



CENTRAL POLY BAG CORPORATION  
2400 BIDDLE PLACE  
LINDEN

NJ 07036

Andrew P. Sidamon-Eidoff  
State Treasurer



*Handwritten signature*

✓



**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](http://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): FRANK J. TIOFFEE, President

Representative's Signature: [Signature]

Name of Company: CENTRAL POLY-BAG CORP.

Tel. No.: 908 862 7570

Date: 11/21/19

**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 W. Hoeller, President  
Representative's Signature: [Signature]  
Name of Company: Central Policy Group Corp  
Tel. No.: 908 802 7570 Date: 11/21/9

**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 : Central Poly-Bag Corp.  
Address : 2400 Beale Place Linden, NJ 07036  
Telephone No. : 908 862 7570  
Contact Name : Andrew Hoffer

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.

**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: Central Poly-Bag Corp  
Address: 2400 Back Place North NJ 07030  
Telephone No.: 908 802 7540  
Contact Name: Andrew Keefe

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.

**DIVISION OF PURCHASING COPY**

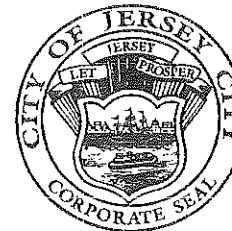
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-204

Agenda No. 10.Z.1

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CONVERGINT TECHNOLOGIES LLC FORMERLY KNOWN AS ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 17-212, approved on March 8, 2017, awarded a one-year contract in the amount of \$73,550.00 to **Access Control Technologies LLC** for security maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street 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**, Access Control Technologies was acquired by Convergent Technologies on August 1, 2018; and

**WHEREAS**, Resolution No. 18-250, approved on March 14, 2018, exercised the first option to renew the contract for a total contract amount of \$73,550.00; 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 **March 9, 2019 and ending on March 8, 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 **\$73,550.00**; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in the **Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-311**; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2019 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

**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 **Convergent Technologies LLC** formerly known as **Access Control Technologies** for security maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 9, 2019, and the total cost of the contract shall not exceed **\$73,550.00**;
- 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.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH  
CONVERGINT TECHNOLOGIES FORMERLY KNOWN AS ACCESS  
CONTROL TECHNOLOGIES LLC TO PROVIDE SECURITY MAINTENANCE  
FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS  
AND STREET MAINTENANCE**

- 4) 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.

I, Elizabeth Castillo, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-311 for payment of the above resolution.

Requisition # 0187709

Purchase Order # 132779

February 11, 2019

APPROVED: [Signature]  
Patrick G. Stamato, DPW Director  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	<input checked="" type="checkbox"/>			YUN	ABSENT			RIVERA	<input checked="" type="checkbox"/>		
PRINZ-AREY	<input checked="" type="checkbox"/>			SOLOMON	<input checked="" type="checkbox"/>			WATTERMANN	<input checked="" type="checkbox"/>		
BOGGIANO	<input checked="" type="checkbox"/>			ROBINSON	ABSENT			LAVARRO, PRES	<input checked="" type="checkbox"/>		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Rolando A. Lavarro, Jr., President of Council

[Signature]  
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 RENEWAL OF A CONTRACT WITH CONVERGINT TECHNOLOGIES LLC FORMERLY KNOWN AS ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432 201-390-2541	<a href="mailto:DCarlucci@jcnj.org">DCarlucci@jcnj.org</a>

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 security maintenance at City Hall and Municipal Court.
- For the metal detector and X Ray Machines.
- Semi – Annual preventative maintenance.
- DPW spent about \$72,000.00 in 2018.

### **Cost (Identify all sources and amounts)**

01-201-26-291-311 (Buildings Operating)  
Total Renewal Amount =\$73,550.00  
Temporary Amount =\$5,000.00

### **Contract term (include all proposed renewals)**

03/14/19 to 03/13/20

### **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

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

City Clerk File No. Res. 18-250

Agenda No. 10.7

Approved: MAR 19 2018



TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL

THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-212, approved on March 8, 2017, awarded a one-year contract in the amount of \$73,550.00 to Access Control Technologies for security maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street 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 March 9, 2018 and ending on March 8, 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 \$73,550.00; and

WHEREAS, funds in the amount of \$3,000.00 are available in the Division of Buildings Maintenance Operating Account No. 18-01-201-26-291-311; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets and in the subsequent fiscal year budget.

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 Access Control Technologies for security maintenance for the City of Jersey City (City), Department of Public Works Division of Buildings and Street Maintenance;
  - 2) The renewal contract is for a one-year period effective as of March 9, 2018, and the total cost of the contract shall not exceed \$73,550.00;
  - 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.
- (Continued on Page 2)



Agenda No. RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH  
TITLE: ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY  
MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION  
OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 18-01-201-26-291-311 for payment of the above resolution.

Requisition # DL 82 889

Purchase Order # 128419

February 28, 2018

APPROVED: Patrick G. Stamato, DPW Director

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Isabel Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.14.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	ABSENT		
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.

Roberto R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

BID SPECIFICATIONS FOR:

BID PROPOSAL/DOCUMENTS  
SECURITY MAINTENANCE  
DFW/DIVISION OF BUILDINGS AND STREET

**LIST OF PRICES:**

Item No. 1: The bidder agrees to provide for a period of one year all labor, materials, equipment and services required to perform the on call basic maintenance service as described in the specification for the lump sum of:

\$ 49,965.00  
**TOTAL COST ITEM # 1**

Item No. 2: The bidder agrees to provide for a period of one year all labor, materials, equipment and service required to perform the preventative maintenance (PM) service as described in the specification for the price breakdown listed below:

A). Municipal Court - 365 Summit Avenue

(1) Semi -- Annual PM \$ 1,150.00 X 2 = \$ 2,300.00  
(2) Annual \$ 2,300.00

B). Mary McLeod Bethune Life Center - 140 MLK Drive

(1) Semi -- Annual PM \$ 875.00 X 2 = \$ 1,750.00  
(2) Annual \$ 1,750.00

c). Barrier Gates (Municipal Court only) - 365 Summit Avenue

(1) Monthly PM \$ 465.00 X 12 = \$ 5,580.00  
(2) Annual PM \$ 1,100.00

d). Cabinet X-Ray System (Municipal Court only) - 365 Summit Avenue

(1) Monthly PM \$ 295.00 X 12 = \$ 3,540.00  
(2) Semi -- Annual PM X 2 \$ 590.00  
(2) Annual PM \$ 925.00

**TOTAL ANNUAL BID PRICE FOR PREVENTATIVE MAINTENANCE \$ 19,835.00**  
**(TOTAL COST ITEM 2)**

Item # 3: The bidder agrees to provide off hours emergency service based on the labor rate inserted by the bidder below and in accordance with the terms of the contract. The bidder shall be paid based upon the actual quantity of time used; however it should not exceed the estimated quantity without prior written authorization by the City's Director of Purchasing.

Estimate 20 Hours @ \$ 187.50 per hour for a total cost of \$ 3,750.00  
(Total cost Item #3 in figures)

One hundred eighty seven dollars and 50 cents Per Hour Three thousand seven hundred fifty Dollars and zero cents  
(Write Unit Price) (Write Total Cost - Item #3)

GRAND TOTAL (ITEM 1 + ITEM 2 + ITEM 3)

\$ Seventy three thousand five hundred fifty dollars and zero cents  
(In Writing)

\$ \$73,550.00  
(In Figures)

Note: The contract will be awarded on the grand total amount for Items 1, 2, and 3 above. However, it is understood that the unit prices for quantities are based upon a good faith estimate of the quantities of time and / or material 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 bid above.

The term of this contract shall be from February 15, 2017 through February 14, 2018. The City shall have options to renew for two additional one year contract terms. Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for two additional one year contract 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 options 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 twelve (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 increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase 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. 17-212

Agenda No. 10.Y.

Approved: MAR 08 2017

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

### COUNCIL

### OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised for bids for Security Maintenance for the Department of Public Works/Division of Buildings & Street Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) has received (1) Bid, the sole responsible bid being that from Access Control Technologies, 429 Gettys Avenue, Clifton, New Jersey 07011 in the total bid amount of Seventy Three Thousand, Five Hundred Fifty (\$73,550.00) Dollars; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to the specifications; and

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available in Operating Acct #01-201-26-291-311; and

Department of Public Works/Division of Buildings & Street Maintenance		
Acct No.	P.O. #	Amount
01-201-26-291-311	124259	Temp. Eneumb \$10,000.00
		Total Contract \$73,550.00

WHEREAS, the funds are available for this expenditure in accordance with 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 the said bid of the aforementioned Access Control Technologies, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided 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. and be it further

(Continued on page 2)

Continuation of Resolution \_\_\_\_\_

Pg. # 2City Clerk File No. Res. 17-212Agenda No. 10.Y. MAR 08 2017

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ACCESS CONTROL TECHNOLOGIES TO PROVIDE SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**RESOLVED**, the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City; and be it further

**RESOLVED**, the pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of funds in the 2017 fiscal year permanent budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Buildings & Street Maintenance			
Acct No.	P.O. #		Amount
01-201-26-291-311	124259	Temp. Encumb	\$10,000.00
		Total Contract	\$73,550.00

Approved by \_\_\_\_\_

2/27/17

Peter Folgado, Director of Purchasing, RPPO, QPA

PB/po  
2/24/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-8-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDON	✓			OSBORNE	✓			WATTMAN	✓		
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.

Rafaela R. Laverio, Jr., President of Council

Robert Byrne, City Clerk

**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](http://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):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

David Lonell  
[Signature]  
CONVERGINT Technologies  
973-689-0444      2-22-19

**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: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Date: \_\_\_\_\_

David Lamb  
Convergent Technologies  
2-22-19

**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 : Convergiat Technologies  
Address : 429 Getty Avenue  
Telephone No. : 973-689-8444  
Contact Name : David Long

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: Convergent Technologies

Address: 429 Getty Avenue

Telephone No.: 973-689-0444

Contact Name: David Long

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/aa302int.pdf](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 <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 4,187
4. COMPANY NAME Convergent Technologies LLC		
5. STREET 1 Commerce Drive	CITY Schaumburg	COUNTY Cook
STATE IL		ZIP CODE 60173
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A		CITY STATE ZIP CODE
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 3		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 24		
10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

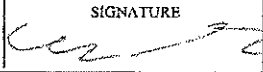
## SECTION B - EMPLOYMENT DATA

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	243	197	46	8	9	0	3	177	2	4	1	1	38
Professionals	353	313	40	14	22	3	8	266	4	2	0	1	33
Technicians	888	875	13	57	98	8	27	685	1	2	0	1	9
Sales Workers	232	196	36	7	4	0	4	181	2	1	0	1	32
Office & Clerical	255	51	204	2	4	1	0	44	21	18	0	3	162
Craftworkers (Skilled)	193	193	0	25	56	1	6	105	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	53	47	6	4	11	0	1	31	1	1	0	0	4
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	2217	1872	345	117	204	13	49	1489	31	28	1	7	278
Total employment From previous Report (if any)	1553	1326	227	76	167	10	41	1032	16	24	2	5	180
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	21	10	11	0	0	0	0	10	0	0	0	0	11

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 type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 09 08 2016
13. DATES OF PAYROLL PERIOD USED From: 12/01/2017 To: 12/15/2017		

## SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Alison Kerbis	SIGNATURE 	TITLE Benefits Manager	DATE MO DAY YEAR 02 07 2019
17. ADDRESS NO. & STREET 1 Commerce Drive	CITY Schaumburg	COUNTY Cook	STATE IL
ZIP CODE 60173		PHONE (AREA CODE, NO., EXTENSION) 847 - 585 - 8854	



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CONVERGINT TECHNOLOGIES LLC

**Trade Name:**

**Address:** ONE COMMERCE DR  
SCHAUMBURG, IL 60173

**Certificate Number:** 1009358

**Effective Date:** August 11, 2003

**Date of Issuance:** February 26, 2019

**For Office Use Only:**

20190226130729324

**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 (z).

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
NONE	NONE

**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: Convergent Technologies LLC

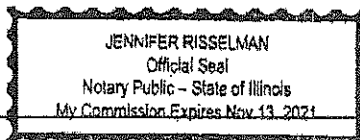
Signature of Affiant: [Signature] Title: VP/CFO

Printed Name of Affiant: Alan Bergschneider Date: 2/21/19

Subscribed and sworn before me this 21 day of

January, 2019.

My Commission expires:



[Signature]  
(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 Convergent Technologies 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 Convergent Technologies 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.

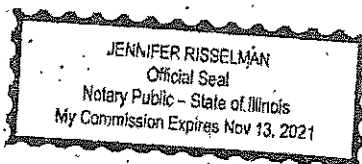
Name of Business Entity: Convergent Technologies LLC

Signed: [Signature] Title: VP/CFO

Print Name Alan Bergschneider Date: 2/21/19

Subscribed and sworn before me  
this 21 day of Feb, 2019.  
My Commission expires:

[Signature]  
(Affiant)  
Jennifer Risselman  
(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.

## 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:	Convergent Technologies LLC		
Address:	1 Commerce Drive		
City:	Schaumburg	State:	IL
		Zip:	60173

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.

*[Handwritten signature]*

Alan Bergschneider

VP/CFO

Signature

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.

[illegible]☐ 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. 19-205

Agenda No. 10.7.2

Approved:                     

TITLE:                     

**WITHDRAWN**



**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM MEALS FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION**

**COUNCIL**

Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, Resolution No. 16.195, approved on March 23, 2016, awarded a one-year contract in the amount of \$261,600.00 to Nu Way Concessionaries Inc. for Senior Congregate Site Nutrition Program Meals for the City of Jersey City ("City"), Department of Health & Human Services, Division of Food & Nutrition; and

**WHEREAS**, Resolution No. 17.044, approved on January 25, 2017, exercised the first one year renewal option for a total contract amount of \$261,600.00; and

**WHEREAS**, Resolution No. 18.246, approved on March 14, 2018, authorized a the second one-year renewal option for the contract; and

**WHEREAS**, the City is in the process of completing bid specifications and expects to advertise for and award a new contract within the next ninety days; and

**WHEREAS**, the City continues to need Senior Congregate Nutrition Site Program meals; and

**WHEREAS**, it is necessary to extend the Senior Congregate Site Nutrition Program contract on a month-to month basis not to exceed three (3) months effective April 1, 2019 while the City prepares bid specifications; and

**WHEREAS**, the total cost of the contract extension shall not exceed the sum of \$60,000; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

**WHEREAS**, funds in the amount of \$50,000.00 are available in Grant Account No. 02-213-40-918-314.

**WHEREAS**, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent.

City Clerk File No. Res. 19-205Agenda No. 10.Z.2

TITLE:

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM MEALS FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION**

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

1. The extension of a contract with Nu Way Concessionaries Inc. for the Senior Congregate Site Nutrition Program on a month-to-month basis not to exceed three (3) months effective April 1, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$60,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law; 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 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.

I, \_\_\_\_\_ Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Grant Account No. 02-213-40-918-314 for payment of the above resolution.

Purchase Order # \_\_\_\_\_

APPROVED: Emma Guzman for Stacy Hanagan

APPROVED AS TO LEGAL FORM

R.R.  
3-5-19

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification \_\_\_\_\_

Not Require

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
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 - 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 MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM MEALS FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION**

**Project Manager**

Department/Division	Health & Human Services	Food & Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@jcnj.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 authorizes the City to extend the contract for the Senior Congregate Meals food vendor for up to three months while a new RFP is prepared and issued.

**Cost (Identify all sources and amounts)**

Not to exceed \$60,000

**Contract term (include all proposed renewals)**

April 1, 2019 through June 30, 2019

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Emma Guzman for Stacey Flanagan* 3/5/19  
Signature of Department Director Date

Nu-Way Concessionaires, Inc.

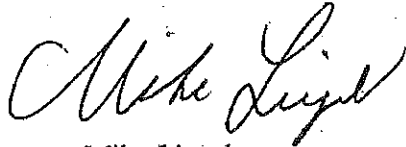
345 Bergen Avenue  
Kearny, NJ 07032  
(201) 997-4851

January 22, 2019

Ms Davis,

Please be advised that Nu-Way Concessionaires, Inc., is in full agreement to extend our current contract for senior congregate lunch feeding through June 30<sup>th</sup>, 2019. We will also honor the current price of \$ 4.38 per meal. It has been our pleasure to serve this account for several years and we wish to continue a very positive relationship into the future. Please let me know if there are any other ways we can serve.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Liegel".

Mike Liegel  
General Manager

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

City Clerk File No. Res. 17-044

Agenda No. 10.N

Approved: JAN 25 2017

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

### COUNCIL

offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City (the "City"), via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu- Way Concessionaires Inc. (the "Contractor") for Senior Congregate Site Nutrition Program for the Department of Health and Human Services;

**WHEREAS**, the bid specification provided the City with the option to renew the contract for two additional one year terms;

**WHEREAS**, the Contractor has been performing the services in an effective and efficient manner;

**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 January 1, 2017 – December 31, 2017;

**WHEREAS**, the total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

**WHEREAS**, the sum of Twenty Five Thousand (\$25,000.00) Dollars is available in Grant Account No. 02-213-40-718-314.

City Clerk File No. Res. 17-044Agenda No. 10-N JAN 25 2017

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE 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 or Business Administrator is authorized to renew an agreement with Nu-Way Concessionaries Inc. for the Department of Health and Human Services.
2. The renewal contract is for a one year period effective January 1, 2017 – December 31, 2017 and shall not exceed \$261,600.00.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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. 405-1 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 the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget.

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

5. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in 123833 Account No. 02-213-40-718-314 for payment of the above resolution.

BD 01.03.17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			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.

  
 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 RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES****Project Manager**

Department/Division	Health and Human Services	Senior Nutrition
Name/Title	Stacey Planagan	Director
Phone/email	201-547-6560	splanagan@cnj.org

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

**Resolution Purpose**

To provide meals to senior citizens at congregate lunch site as part of Federal and State grant from the Hudson County Office on Aging. Nu-Way Concessionaires will be providing approximately 5,500 hot meals per month for senior citizens participating in the congregate site lunch program. The bid which is based on the cost per meal was \$4.38.

**Cost (Identify all sources and amounts)**

Total Cost \$261,600.00  
Temporary Encumbrance \$25,000.00  
Acct Number# 02-213-40-718-314

**Contract Term (include all proposed renewals)**

January 1, 2017- December 31, 2017

**Type of award**

If "Other Exception", enter type

**Additional Information**

One year bid with two additional one year options.

I certify that all the facts presented herein are accurate.

*Stacey Planagan* on behalf of Stacey Planagan 1/25/17  
Signature of Department Director Date

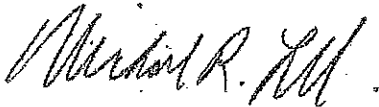
Nu Way Concessionaires, Inc.  
339 - 345 Bergen Avenue  
Kearny, NJ 07032  
Telephone: 201-997-4851  
Fax: 201-997-9055

December 20, 2016

Nu Way Concessionaires, Inc. wishes to continue servicing the Jersey City Senior Nutrition Program at the current rate of \$4.38 per meal for all congregate nutrition sites.

All terms of the existing contract will apply through the Year 2017.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael R. Liegel". The signature is fluid and cursive, with the first name "Michael" and last name "Liegel" being the most prominent parts.

MICHAEL R. LIEGEL

General Manager

Nu Way Concessionaires

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

City Clerk File No. Res. 18-246  
Agenda No. 10.V  
Approved: MAR 14 2018  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NU WAY CONCESSIONAIRES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

### COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City"), via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu Way Concessionaires Inc. (the "Contractor") for Senior Congregate Site Nutrition Program for the Department of Health and Human Services; and

WHEREAS, the bid specification provided the City with options to renew the contract for two additional one year terms; and

WHEREAS, the Contractor has been performing the services in an effective and efficient manner; 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 April 1, 2018 thru March 31, 2019; and

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

WHEREAS, the sum of Twenty Five Thousand (\$25,000.00) Dollars is available in Grant Account No. 02-213-40-718-314.



**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END  
CONTRACT WITH NU WAY CONCESSIONAIRES INC. FOR  
SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE  
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 or Business Administrator is authorized to renew an agreement with Nu Way Concessionaries Inc. for the Department of Health and Human Services;
2. The renewal contract is for a one year period effective April 1, 2018 thru March 31, 2019 and shall not exceed \$261,600.00;
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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. 405-1 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 the 2018 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 calendar year permanent budget and in the 2019 calendar year budget; and.

TITLE: MAR 14 2018

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN  
END CONTRACT WITH NU WAY CONCESSIONAIRES INC.  
FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM  
FOR THE DEPARTMENT OF HEALTH AND HUMAN  
SERVICES**

5. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in PO # 128579 Account No. 02-213-40-718-314 for payment of the above resolution.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
City Atty. Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.14.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Project Manager**

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201.547.6560	sflanagan@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 of Jersey City via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu- Way Concessionaires Inc. for Senior Congregate Site Nutrition Program for the Department of Health and Human Services. The option to renew the contract for an additional year. The contract for period effective April 1, 2018 — March 31, 2019. The total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

**Cost (Identify all sources and amounts)**

Contract - \$261,600.00

**Contract term (include all proposed renewals)**

April 1, 2018 — March 31, 2019

**Type of award**

Contract

**If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/6/18  
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in conformity with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to insure 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, national origin or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Employee Information Report Form A-302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The undersigned vendor certifies on behalf of the company's receipt, knowledge and consent to comply with:

The intelligent reader would further agree to furnish the required forms of release and

understands that their contract/company 1 bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of R.J.S.A. 19:35-37 and N.J.A.C. 17:27.

of N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
 Representative's Name (Print): Ernest A. Miller  
 Representative's Office: Office Manager  
 Representative's Signature: Ernest A. Miller  
 Name of Company: Low Way Concessions  
 Tel. No.: 201-992-4851  
 Date: 1-12-18

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
TREASURY BUILDING  
PO BOX 280  
TRENTON, NJ 08646-0280

TAXPAYER NAME  
MULWAY CONCESSIONAIRES, INC.

TAXPAYER IDENTIFICATION#  
221-933-8167000

ADDRESS  
305 BERGEN AVE  
KEARNY NJ 07030

EFFECTIVE DATE  
08/20/71

TRADE NAME

SEQUENCE NUMBER  
0445911

ISSUANCE DATE  
10/05/04

FORM-BRC(08-01)

*[Signature]*  
Director

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

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

The contractor and the NO WAY OF KERRY, MS (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 01 of 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: Karen Ann Muller - Office Manager  
Representative's Signature: Karen Ann Muller  
Name of Company: NO WAY CONCESSIONAIRE S.  
Tel. No.: 201-997-4951 Date: 1-12-18

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 : NuWay Concessionaires  
Address : 339-345 Bergen Avenue  
Telephone No. : 201-997-4871 KEARNY NJ 07032  
Contact Name : Michael Liegel

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBB)  
☐ 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: Nulway Concessionaires  
Address: 339-345 Bergen Avenue  
Kearny NJ 07032  
Telephone No.: 201-997-4851  
Contact Name: Michael Liegel

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



Required Pursuant To N.J.S.A. 19:44A-20.26

## Part I - Vendor Information

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.

## Part II -- Contribution Disclosure

☐ Check here if disclosure is provided in electronic form.

☐ Check here if the information is continued on subsequent page(s)

**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. 49 would have 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	Mita Frinz-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
George Carfara	Main Ave Woodridge NJ 07075
Joseph Pantalen	Oak Ridge Field, 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: My Way Professional Services  
 Signature of Affiant: [Signature] Title: General Manager  
 Printed Name of Affiant: Michael L. Engel Date: 1-17-18

Subscribed and sworn before me this 17 day of

January, 2018

My Commission expires:

[Signature]

(Witnessed or attested by)

Karen Ann Muller

Office Manager (Seal)

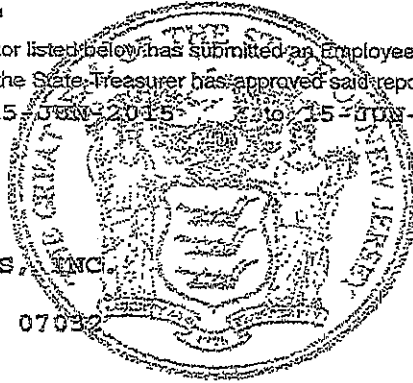
Karen Ann Muller  
 NOTARY PUBLIC  
 State of New Jersey  
 My Commission Expires 2/11/2020

Certification 4766

**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-2015 to 15-JUN-2018

NU-WAY CONCESSIONARIES, INC.  
339-345 BERGEN AVENUE  
KEARNY NJ 07032



A handwritten signature in dark ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
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 Nulway Concessions Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2018 (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 Nulway Concessions 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: Nulway Concessions Inc.  
Signed: [Signature] Title: General Manager

Print Name: Michael Kiege Date: 5-17-18

Subscribed and sworn before me  
this 17 day of May, 2018.  
My Commission expires

[Signature]  
(Affiant)  
Karen Ann Muller  
(Print name & title of affiant) (Corporate Seal)  
Office Manager

Karen Ann Muller  
NOTARY PUBLIC  
State of New Jersey  
My Commission Expires 2/11/2020

\*\*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. 19-206

Agenda No. 10.Z.3

Approved: MAR 13 2019

TITLE:



## **RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH WHITSON CULINARY GROUP FOR SENIOR HOME DELIVERED MEALS ("MEALS ON WHEELS") FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION**

### **COUNCIL**

Offered and Moved Adoption of the Following Resolution:

**WHEREAS**, Resolution No. 16.196, approved on March 23, 2016, awarded a one-year contract in the amount of \$1,183,200.00 to Whitson Culinary Group or Senior Home Delivered Meals ("Meals on Wheels") for the City of Jersey City ("City"), Department of Health & Human Services, Division of Food & Nutrition; and

**WHEREAS**, Resolution No. 17.043, approved on January 25, 2017, exercised the first one year renewal option for a total contract amount of \$1,183,200.00; and

**WHEREAS**, Resolution No. 18-245, approved on March 14, 2018 authorized a the second one-year renewal option for a total contract amount of \$1,183,200.00; and

**WHEREAS**, it is necessary to extend the Meals on Wheels contract on a month-to month basis not to exceed three (3) months effective April 1, 2019 while the City prepares the bid specifications; and

**WHEREAS**, the total cost of the contract extension shall not exceed the sum of \$270,000; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

**WHEREAS**, funds in the amount of \$100,000.00 are available in Grant Account No. 02-213-40-918-514.

**WHEREAS**, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent.

TITLE:

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH WHITSON CULINARY GROUP FOR SENIOR HOME DELIVERED MEALS ("MEALS ON WHEELS") FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION**

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

1. The extension of a contract with Whitson Culinary Group for Meals on Wheels on a month-to-month basis not to exceed three (3) months effective April 1, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$270,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), 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 permanent budget.

I, Elizabeth Castillo Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Grant Account No. 02-213-40-918-514 for payment of the above resolution.

Purchase Order # 132813

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH WHITSON CULINARY GROUP FOR SENIOR HOME DELIVERED MEALS ("MEALS ON WHEELS") FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION**

**Project Manager**

Department/Division	Health & Human Services	Food & Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@icnj.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 authorizes the City to extend the contract for the Meals on Wheels food vendor for up to three months while a new RFP is prepared and issued.

**Cost (Identify all sources and amounts)**

Not to exceed \$270,000

**Contract term (include all proposed renewals)**

April 1, 2019 through June 30, 2019

**Type of award** Contract extension

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

3/1/19

1800 Motor Parkway  
Islandia, NY 11749  
p: 631.424.2700  
f: 631.424.2745  
www.whitsons.com

January 24, 2019



Ms. Angela C. Davis  
Director, Division of Food & Nutrition  
Dept. of Health & Human Services  
Dr. Martin Luther King, Jr. City Hall Annex  
1 Jackson Square  
Jersey City, NJ 07305

Dear Ms. Davis:

Whitsons would be happy to extend its contract with Jersey City Department of Health & Human services until June 30, 2019 at the current pricing of \$4.64 per meal.

Thank you for your continued partnership with Whitsons and we look forward to further serving your clients.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Whitcomb', written over a horizontal line.

Michael Whitcomb  
Vice President, Customer Relations

*School Nutrition*  
*Residential Dining*  
*Healthcare Dining*  
*Corporate Dining*  
*Prepared Meals*  
*Emergency Dining*





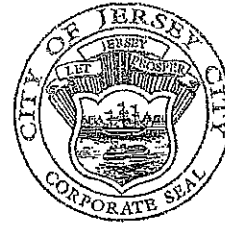
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-196

Agenda No. 10-Z-8

Approved: MAR 23 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on November 17, 2015 for Senior Home Delivered Meals "Meals on Wheels" for the Department of Health and Human Services; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One (1) Item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, the sum of **One Million, One Hundred Eighty Three Thousand, Two Hundred (\$1,183,200.00) Dollars**, will be budgeted for the 2016 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Whitson's Culinary Groups to be fair and reasonable; and

**WHEREAS**, the sum of **One Hundred Thousand (\$100,000.00) Dollars** is available in Capital Account No. 02-213-40-618-314; and

**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 with Whitson's Culinary Group for the Department of Health and Human Services;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One (1) item are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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.; and

(Continued on Page 2)

City Clerk File No. Res. 16-196  
Agenda No. 10.2.8 MAR 23 2016

## TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

1. Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

## Department of Health &amp; Human Services

Acct #	P.O #	Temp. Encumb.	Amount
02-213-40-618-314	120404		\$ 100,000.00
		Total Contract	\$1,183,200.00

Approved by Peter Folgado P.P.S.  
for Peter Folgado, Director of Purchasing

PF/pc  
3/11/16

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
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 AN OPEN END CONTRACT TO WHITSON'S FOOD SERVICES FOR SENIOR HOME DELIVERED MEALS FOR THE SENIOR NUTRITION PROGRAM, "MEALS ON WHEELS", FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES.

**Project Manager**

Department/Division	H.H.S.	Senior Nutrition
Name/Title	Larry Eccleston	Director of Senior Nutrition
Phone/email	Office - 201-547-5838 Cell - 201-725-6965	ecclestonl@jcuj.org

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

**Contract Purpose**

To provide meals to homebound senior citizen as part of a Federal and State grant from the Hudson County Office on Aging. Whitson's Food Services, 1800 Motor Pkwy, Islandia, NY will be providing approximately 5,000 frozen meals per week for delivery to senior citizens participating in the meals on wheels program. The bid which is based on the cost per meal was \$ 4.64

**Cost (Identify all sources and amounts)**

Total Cost \$ 1,183,200.00  
Temporary Encumbrance \$ 100,000.00  
Acct Number # 02-213-40-618-314

**Contract term (include all proposed renewals)**

Contract is for one year. The City reserves the right to extend the contract for two additional one year terms.

Type of award

If "Other Exception", enter type

**Additional Information**

Bid is for one year with two additional one year options.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/11/16  
Date

\_\_\_\_\_  
Signature of Purchasing Agent  
Peter Folgado, QPA

\_\_\_\_\_  
Date



Department of Health & Human Services  
**CITY OF JERSEY CITY**  
199 Summit Avenue  
Jersey City, N.J. 07304  
(201) 547-6800



Bid for frozen meals as described in the Request for Bids  
Senior Home Delivered Nutrition Program  
"Meals on Wheels"  
2016

The bid amount will be per unit (one complete meal, packaged and delivered as set forth in the request.) The bid will be in dollars and cents and remain constant through the life of the contract.

Bid per meal: \$ 4.64

Vendor: Whitsons Food Service (Bronx) Corp.

Address: 1800 Motor Parkway

City, State, Zip: Islandia, NY 11749

Authorized Bidder: Michael Whitcomb, VP of Customer Relations  
(print name)

Signature:  Date: 11/10/15

**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](http://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): Michael Whitcomb, VP of Customer Relations

Representative's Signature: 

Name of Company: Whitsons Food Service (Bronx) Corp.

Tel. No.: 831-750-1423

Date: 11/10/15

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") 42 U.S.C. §12101 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: Michael Whitcomb, VP of Customer Relations  
 Representative's Signature: [Signature]  
 Name of Company: Whitson's Food Service (Bronx) Corp.  
 Tel. No.: 631-750-1423 Date: 11/10/15



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1130450 FOR WHITSONS FOOD SERVICE (BRONX) CORP. IS  
VALID.

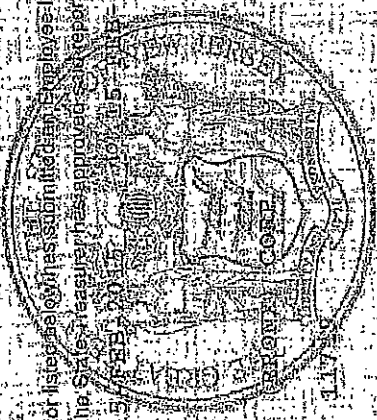
VERIFIED  
PC

Certification: 54076

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## INTRODUCTION

This is to certify that the contractor listed below has been found to be in compliance with the Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved this report. This approval will remain in effect for the period of 15 FEB 2017 to 15 MAY 2018.



WHITSON, FOOD SERVICE  
1800 NOTION PARKWAY  
ESLANDIA NJ 11730

Andrew R. Stamen-Ertloff  
State Treasurer



# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0173610

PO # 120404

DEPT/DIV: H&HS

SUBJ: Senior Home Delivered Nutrition Program  
"Meals on Wheels"

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Good & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:

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**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 : Whitsons Food Service (Bronx) Corp.  
Address : 1800 Motor Parkway, Islandia, NY 11749  
Telephone No. : 531-750-1423  
Contact Name : Michael Whitcomb

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

**Taxpayer Name:** WHITSONS FOOD SERVICE (BRONX) CORP.

**Trade Name:**

**Address:** 1800 MOTOR PARKWAY  
ISLANDIA, NY 11749-5216

**Certificate Number:** 1130450

**Effective Date:** March 01, 2005

**Date of Issuance:** February 06, 2013

**For Office Use Only:**

20130206161120790

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

City Clerk File No. Res. 17-043  
Agenda No. 10.M  
Approved: JAN 25 2017  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

### COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City"), via Resolution 16.196 dated March 23, 2016, awarded a one year open-end contract in the amount of \$1,183,200.00 to Whitson Culinary Groups (the "Contractor") for Senior Home Delivered Meals "Meals on Wheels" for the Department of Health and Human Services;

WHEREAS, the bid specification provided the City with the option to renew the contract for two additional one year terms;

WHEREAS, the Contractor has been performing the services in an effective and efficient manner;

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 January 1, 2017 – December 31, 2017;

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$1,183,200.00;

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the sum of One Hundred Thousand (\$100,000.00) Dollars is available in Grant Account No. 02-213-40-718-314.

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 an agreement with Whitson Culinary Group for the Department of Health and Human Services.
2. The renewal contract is for a one year period effective January 1, 2017 - December 31, 2017 and shall not exceed \$1,183,200.00.
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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. 405-1 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 the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget.

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 17-043  
Agenda No. 10.M  
TITLE:

Pg. # 3

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

5. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in P.O. # 123834 Account No. 02-213-40-718-314 for payment of the above resolution.

BD 01.03.17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
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 RENEWAL OF AN OPEN-END CONTRACT TO WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Project Manager**

Department/Division	Health and Human Services	Senior Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@icnj.org

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

**Resolution Purpose**

To provide meals to homebound senior citizens as a part of Federal and State Grant from Hudson County Office on Aging. Whitson's will be providing 5,000 frozen meals to senior citizens. The cost per meal is \$4.64

**Costs (Identify all sources and amounts)**

Total Cost \$1,183,200.00  
Temporary Encumbrance \$100,000.00

**Contract term (include all proposed renewals)**

Contract is for one year. The city reserves the right to extend the contract for two additional one year terms

**Type of award**

Public Bid

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Stacey Flanagan*  
Signature of Department Director

Date

1/25/17

1800 Motor Parkway  
Islandia, NY 11749  
p: 631.424.2700  
f: 631.424.2745  
www.whitsons.com

December 22, 2016

Ms. Vivanan A. Webb  
Supervisor of Accounts  
Jersey City Department of Health & Human Services  
1 Journal Square Plz Ste 2  
Jersey City, NJ 07306-4004

Dear Ms. Webb:

As your meal service provider, Whitsons continuously strives to provide you with the highest quality food at the lowest possible prices. We invest in the latest technology, training and operational processes to maximize operational efficiencies. We also use a competitive bidding process to source the best ingredients at the lowest prices.

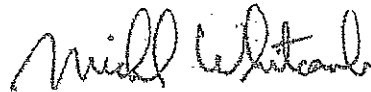
Whitsons would be happy to renew our contract with Jersey City Department of Health & Human Services thru 12/31/17 at the current lunch rate listed below:

Meal	Current Price	New Price
Lunch	\$4.64	\$4.64

We thank you for your partnership with Whitsons, and look forward to continuing our high quality nutrition program and serving your clients.

If you have any questions or concerns, please feel free to call me directly at 631-750-1423. We are here to serve you!

Sincerely,



Michael Whitcomb  
Vice President



*School Nutrition*  
*Residential Dining*  
*Healthcare Dining*  
*Corporate Dining*  
*Prepared Meals*  
*Emergency Dining*





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

City Clerk File No. Res. 18-245  
Agenda No. 10-U  
Approved: MAR 14 2018  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN- END CONTRACT WITH WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City, of Jersey City (the "City"), via Resolution 16.196 dated

March 23, 2016, awarded a one year open-end contract in the amount of \$1,183,200.00 to Whitson Culinary Groups (the "Contractor") for Senior Home Delivered Meals "Meals on Wheels" for the Department of Health and Human Services; and

WHEREAS, the bid specification provided the City with options to renew the contract for two additional one year terms; and

WHEREAS, the Contractor has been performing the services in an effective and efficient manner; 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 April 1, 2018 thru March 31, 2019; and

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$1,183,200.00; and

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-245  
Agenda No. 10.U  
TITLE: MAR 14 2018

Pg. # 2

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-  
END CONTRACT WITH WHITSON CULINARY GROUPS FOR  
SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR  
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the sum of One Hundred Thousand (\$100,000.00) Dollars is available in Grant Account No. 02-213-40<sup>CH</sup>-718-314.

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 Whitson Culinary Group for the Department of Health and Human Services;
2. The renewal contract is for a one year period effective April 1, 2018 thru March 31, 2019 and shall not exceed \$1,183,200.00;
3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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 the 2018 calendar year temporary and permanent budgets shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year permanent budget.

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-245  
Agenda No. 10.U  
TITLE: MAR 14 2018

Pg. # 3

**RESOLUTION AUTHORIZING THE RENEWAL OF AN  
OPEN-END CONTRACT WITH WHITSON CULINARY  
GROUPS FOR SENIOR HOME DELIVERED MEALS  
"MEALS ON WHEELS" FOR THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES**

5. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in P.O.# 128580 Account No 02-213-40-818-314 for payment of the above resolution.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.14.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 RENEWAL OF AN OPEN-END CONTRACT WITH WHITSON CULINARY GROUPS FOR SENIOR HOME DELIVERED MEALS "MEALS ON WHEELS" FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Project Manager**

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201.547.6560	sflanagan@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 of Jersey City Resolution 16.196 dated March 23, 2016, awarded a one year open-end contract in the amount of \$1,183,200.00 to Whitson Culinary Groups for Senior Home Delivered Meals "Meals on Wheels" for the Department of Health and Human Services. The City desires to exercise the second option and renew the contract for an additional one year period effective April 1, 2018 thru March 31, 2019; and

**Cost (Identify all sources and amounts)**

Contract - \$1,183,200.00

**Contract term (include all proposed renewals)**

April 1, 2018 — March 31, 2019

**Type of award**

Contract

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/6/18  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WHITSONS FOOD SERVICE (BRONX) CORP.
Trade Name:	
Address:	1800 MOTOR PARKWAY ISLANDIA, NY 11749-5216
Certificate Number:	1130450
Effective Date:	March 01, 2005
Date of Issuance:	January 12, 2017

For Office Use Only:

20170112161239614

**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](http://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 commitments in 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):

Representative's Signature:

Name of Company:

Tel. No.:

*Paul Whitcomb*

*[Signature]*

*Whitcomb Food Service (Bronx) Corp*

*631-424-2700*

Date: *1/23/18*

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 USC 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: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Fel. No.: \_\_\_\_\_

Date: \_\_\_\_\_

*Paul Whitcomb*  
*WATSON'S FOOD SERVICE (PROV.) CORP*  
621-424-2400  
1/28/78

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 : Whitsons Food Service (Brooklyn) Corp.  
Address : 1800 Motor Parkway, Islandia NY 11749  
Telephone No. : 631-424-8700  
Contact Name : Legal Dep. - Melaine Martinez (631-750-4366)

Please check applicable category :

☐ Minority Owned Business (MBB) ☐ 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: Wintson Food Service (Bronx) Corp.  
Address: 1800 Motor Parkway, Jamaica NY 11419  
Telephone No.: 631-424-2700  
Contact Name: Legal Dep. - Melanie Martinez 631-750-4366

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 DEPARTMENT OF THE TREASURY**  
**DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY**  
**TENDER, ACTIVITY & SOURCE REPORT**

CONTRACT NO. 571076

NAME OF CONTRACTOR WATSON TOOL SERVICE COMPANY

DATE OF REPORT 02/05/15 TO 11/05/14

1800 Market Boulevard, Lumberton, NJ 08049

CATEGORIES	JAN				FEB				MARCH				APRIL			
	TOTAL	WHITE	BLACK	OTHER	TOTAL	WHITE	BLACK	OTHER	TOTAL	WHITE	BLACK	OTHER	TOTAL	WHITE	BLACK	OTHER
OFFICIALS & MANAGERS	8	2	2						3		8	2	3		1	2
PROFESSIONALS																
TECHNICIANS																
SALES PERSONNEL																
OFFICE & CLERICAL	1		1													1
CONTRACTORS																
OPERATIVES	12	3	8						1		17	1	16			
LABORERS	11	4	4						3		1	1				
SKILLED WORKERS	4	1	2						1							
TOTAL	35	10	17						8		27	4	19		1	3

I certify that the information on this form is true and correct.

Signed Rosie

*[Signature]*

1/20/2018

1800 Market Parkway Islandia NY 11749 631-484-2300

**SUBJECT OF NEW JERSEY DEPARTMENT OF HER REVENUE**

**Division of Contract Compliance & Equal Employment Opportunity**

☐ NEW JERSEY ☐ FEDERAL GOVERNMENT ☐ TERRITORIES (CHECK IN APPROPRIATE CATEGORY)

CONTRACT NO. 574076 DATE OF AWARD 2/15/15 TO 11/15/17

VENDOR, SOLICITING SUBMITTER 1800 Motor Parkway Islandia Suffolk NY 11749

CATEGORIES	WHITE			BLACK			HISPANIC			ASIAN			PACIFIC ISLANDER		
	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total
OFFICIALS & MANAGERS	14	1	15	6	1	7	2	1	3	1	1	2	1	1	2
PROFESSIONALS	2		2		2	2									
TECHNICIANS															
SALES WORKERS															
OFFICE & GENERAL	27	2	29	3		3	10	1	11	1	1	2	1	1	2
CONTRACTORS															
OPERATIVES	44	13	57	26		26	20	2	22						
LABORERS	16	6	22	6		6	1	1	2						
SERVICE WORKERS	57	14	71	35		35	8		8	4		4			4
TOTAL	140	36	176	76	1	77	124	8	132	1	1	2	1	1	2

I certify that the information on this form is true and correct.

NAME OF PERSON FURNISHING FORM (Print or Type)

DATE

SIGNATURE

DATE SUBMITTED

Sharon Rosa 1/22/2018

ADDRESS (No. & Street) (City) (State) (Zip)

1800 Motor Parkway Islandia NY 11749

631-424-2200

FOR THE DIRECTOR, FBI

☐ See above ☐ Revisions ☐ Final ☐ Submittal ☐ Red Line

040109

6/15/11

SECRET

Withhold from worship (1977-8) [Stop]

~~2/15/15 to 7/15/14~~

1. The following persons were present at the meeting:

W. J. J. J.  
W. J. J. J.

CATEGORIES	DATE				TOTAL					
	YEAR	MOSE	WEEKS	NO. OF DAYS	AREA	NO. OF DAYS	WEEKS	NO. OF DAYS		
OFFICIALS & ASSISTANTS	29	2	10		2	15	10	3	1	2
PROSECUTORS	4					4	1			1
ADMINISTRATIVE										
SALES PERSONS										
OFFICIALS & ASSISTANTS	9	3	3							
OFFICIALS	3	1	2			3	12	2	4	6
OFFICIALS	172	69	31		2	30	9		9	
OFFICIALS	43	14	19			10	3	2		
OFFICIALS	109	29	14			16	18	3	15	
OFFICIALS	369	118	169		4	78	219	38	165	14

I certify that the information on this form is true and correct.

of persons occupying rooms distinct or mixed.

10

**2017-2018 Student Information**

Stewart USA

THE UNIVERSITY OF CHICAGO

(b)(7)(C)

(SMA-07)

1

2000-01-01 to 2000-01-01

1500 Water Parkway - Island's New 1945

OPER - 687-159

Certification 54076

# 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 FEB 2015 - 15 JUL 2018

WEITBONS FOOD SERVICE COMPANY  
1800 MOTOR PARKWAY  
ISLANDIA

NY 11749



Andrew P. Sidamon-Sidloff  
State Treasurer

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

City Clerk File No. Res. 19-207  
Agenda No. 10.Z.4  
Approved: MAR 13 2019  
TITLE:



## RESOLUTION AUTHORIZING A MONTH - TO - MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 16, 2019 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 15.874, approved on December 16, 2015, awarded a one-year contract in the amount of \$244,985.00 to **Amber Air** to provide HVAC and boiler maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, Resolution No. 16.827, approved on December 14, 2016, exercised the first of two renewal options for a total contract amount of \$244,985.00; and

**WHEREAS**, Resolution No. 17.953, approved on December 13, 2017, exercised the final renewal option for a total contract amount of \$244,985.00; and

**WHEREAS**, Resolution No. 18-1096, approved on December 19, 2018 authorized a month to month extension of the contract not to exceed three months while the City prepared the bid specifications; and

**WHEREAS**, it is necessary to extend the HVAC and boiler maintenance contract on a month-to-month basis not to exceed three (3) months effective March 16, 2019 while the City continues to update and revise the bid specifications; and

**WHEREAS**, the total cost of the contract extension shall not exceed the sum of \$90,000.00; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

**WHEREAS**, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-310.

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

1. The extension of a contract with **Amber Air** to provide HVAC and boiler maintenance at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective March 16, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$90,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), 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 permanent budget.

City Clerk File No. Res. 19-207Agenda No. 10.Z.4 MAR 13 2019

TITLE:

**RESOLUTION AUTHORIZING A MONTH - TO - MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 16, 2019 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Elizabeth Castillo Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 19-01-201-26-291-310 for payment of the above resolution.

Requisition # 0187678

Purchase Order # 132773

JMK  
3/4/19

February 27, 2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.13.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 A MONTH - TO - MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 16, 2019 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432 201-390-2541	dcarlucci@jcnj.org

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

- ✦ To provide HVAC and Boiler Maintenance to City owned buildings.
- ✦ This is a contract extension until bid is revised and advertised.

**Cost (Identify all sources and amounts)**

01-201-26-291-310 (Buildings Operating)  
Total contract amount =\$90,000.00  
Temporary Encumbrance =10,000.00

**Contract term (include all proposed renewals)**

03/16/19 to 06/15/19

Type of award **Contract Extension**

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

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

City Clerk File No. Res. 18-1096

Agenda No. 10.2.19

Approved: DEC 19 2018

TITLE:



**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON DECEMBER 16, 2018 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.874, approved on December 16, 2015, awarded a one-year contract in the amount of \$244,985.00 to Amber Air to provide HVAC and boiler maintenance for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, Resolution No. 16.827, approved on December 14, 2016, exercised the first of two renewal options for a total contract amount of \$244,985.00; and

WHEREAS, Resolution No. 17.953, approved on December 13, 2017, exercised the final renewal option for a total contract amount of \$244,985.00; and

WHEREAS, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed three (3) months effective December 16, 2018 while the City updates and revises the bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of \$60,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, funds for \$10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 18-01-201-26-291-310.

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

1. The extension of a contract with Amber Air to provide HVAC and boiler maintenance at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective December 16, 2018 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$60,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year permanent budget shall be subject to the appropriation of sufficient funds in the 2019 temporary budget.

(Continued on Page 2)

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-1096  
Agenda No. 10.2.19 DEC 19 2018  
TITLE:

Pg. # 2

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON DECEMBER 16, 2018 OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 18-01-201-26-291-310 for payment of the above resolution.

Requisition # 0186225

Purchase Order # 131429

November 26, 2018

APPROVED: [Signature]  
Patrick G. Stamato, DPW Director  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rafael A. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res.17-953  
Agenda No. 10.Z.12  
Approved: DEC 13 2017  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 15.874, approved on December 16, 2015, awarded a one-year contract in the amount of \$244,985.00 to Amber Air to provide HVAC and Boiler Maintenance services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street 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. 16.827, approved on December 14, 2016, exercised the first of two renewal options for a total contract amount of \$244,985.00; 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 December 16, 2017 and ending on December 15, 2018; 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 \$244,985.00; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 17-01-201-26-291-310; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets.

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 Amber Air to provide HVAC and Boiler Maintenance services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of December 16, 2017, and the total cost of the contract shall not exceed \$244,985.00;
- 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.

(Continued on Page 2)

Continuation of Resolution

Res. 17-953

City Clerk File No.

10.2.12 DEC 13 2017

Agenda No.

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH  
AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE SERVICES  
FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS  
AND STREET MAINTENANCE

I, Donna Maurer Donna Maurer, as Chief Financial Officer, hereby certify that  
these funds are available for this expenditure in Buildings and Street Maintenance  
Operating Account No. 17-01-201-26-291-310 for payment of the above resolution.

Requisition # 0181444Purchase Order # 127194

November 29, 2017

APPROVED:

Patrick G. Stamato, DPW Director  
Business Administrator

APPROVED:

John J. Lavarro, Jr.  
President of Council

APPROVED AS TO LEGAL FORM

Corporation Council

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			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 J. Lavarro, Jr.  
President of Council

Robert Byrne  
Robert Byrne, City Clerk

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

The contractor and the City of Jacksonville (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. 8121 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: Bob Collins

Representative's Signature: [Signature]

Name of Company: Ambient Air Inc.

Tel. No.: 908-186-2600

Date: 9/27/18

**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](http://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):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

*Paul Conde II VP*  
*[Signature]*  
*Amber A. Inc.*  
*908-681-2846*      *9/29/11*

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 :

Amber Air Inc

Address :

702 RALPH AVE UNION NJ 07083

Telephone No. :

908-686-2646

Contact Name :

Joe Connel

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: Amber Air Inc

Address: 702 RAILWAY AVE, UNION NJ 07083

Telephone No.: 908-686-2646

Contact Name: Joe Connett

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 BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AMBER AIR, INC.  
**Trade Name:**  
**Address:** 702 RAHWAY AVE  
UNION, NJ 07083-6634  
**Certificate Number:** 0617859  
**Effective Date:** January 04, 1994  
**Date of Issuance:** September 28, 2018

**For Office Use Only:**

20180928122409278

Certification 6519

**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 2022 to 15 FEB 2023

AMBER AIR, INC.  
702 RAEWAY AVENUE  
UNION

NJ 0708



*Ford M. Scudder*  
FORD M. SCUDDER  
Acting State Treasurer

Required Pursuant To N.J.S.A. 19:44A-20.26

## Part I - Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.I.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

**Title**

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.

☐ Check here if the information is continued on subsequent page(s)

**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 Amber Air 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 Amber Air 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: Amber Air Inc

Signed: John P. Connell Title: Secretary

Print Name: DONALD CONNELL Date: 9/27/18

Subscribed and sworn before me  
this 27 day of SEP, 2018.  
My Commission expires:                     

(Print name & title of affiant) (Corporate Seal)  
JOHN P. CONNELL  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 31, 2021

\*\*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 committees 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
Lavarr 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
DONALD CONNELL	1550 N. 1ST DR. HIGH BRIDGE 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: AM BOUTIQUE  
 Signature of Affiant: [Signature] Title: Owner  
 Printed Name of Affiant: DONALD CONNELL Date: 9/27/18

Subscribed and sworn before me this 27 day of Sept 2018

JOHN P. CONNELL  
 My Commission Expires July 31, 2021

(Witnessed or attested by)

(Seal)

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

City Clerk File No. Res. 19-208

Agenda No. 10.Z.5

Approved: MAR 13 2019

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY, P.A. FOR PSYCHOLOGICAL AND PHYSICAL EVALUATIONS OF POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

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

**WHEREAS**, the City of Jersey City (City) requires the services of a psychologist to conduct pre-employment psychological evaluations of police recruits; and

**WHEREAS**, the Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, New Jersey 07436, has licensed psychologists capable of providing such services and submitted a proposal in the amount of thirty seven thousand, five hundred dollars (\$37,500.00); and

**WHEREAS**, the Director of the Division of Police has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, these services qualify as professional services under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor 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 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$500.00 are available in the Operating Account;

Account	PO #	Total Contract	Encumbrance
01-201-25-240-312	132713	\$37,500.00	\$500.00

**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 award to the Institute for Forensic Psychology, P.A. in the amount of \$37,500.00 for psychological and physical evaluations of (100) police recruits is hereby ratified;
2. The term of the contract is of one year effective January 1, 2019 through December 31, 2019.

(Continued on Page 2)

City Clerk File No. Res. 19-208Agenda No. 10.2.5 **MAR 13 2019****TITLE: RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY, P.A. FOR PSYCHOLOGICAL AND PHYSICAL EVALUATIONS OF POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

3. This agreement is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. Upon certification by an official or employee of the City authorized to receive the services 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.;
5. 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, shall be placed on file with this resolution;
6. 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; and
7. 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 ten (10) days of adoption of this resolution.

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

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Encumbrance</b>
01-201-25-240-312	132713	\$37,500.00	\$500.00

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

February 28, 2019  
 Date

PF/pv/RR  
 2/11/19

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
 Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – CONTRACTUAL 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 CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR THE PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

**Initiator**

Department/Division	Jersey City Police Department	POLICE
Name/Title	James Shea	Public Safety Director
Phone/email	201-547-4239	

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

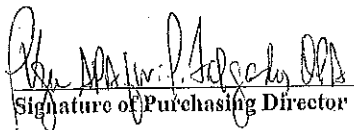
**Resolution Purpose**

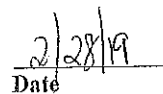
FOR PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

  
Signature of Purchasing Director

  
Date

## DETERMINATION OF VALUE CERTIFICATION

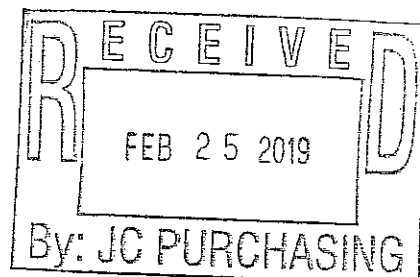
I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director for the City of Jersey City.
2. The City requires Psychological Evaluations.
3. The City informally solicited quotations for Psychological Evaluations for 100 Police Recruits.
4. The administration's recommendation is to award a contract to The Institute for Forensic Psychology for the Psychological Evaluations.
6. The cost of the Contract exceeds \$37,500.00
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 following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

02/20/2019

James Shea, Public Safety Director



**Institute for Forensic Psychology**

5 Fir Court  
Suite 2  
Oakland, NJ 07436  
U.S.A.

Voics: 201-337-4996  
Fax: 201-337-8378

**QUOTATION**

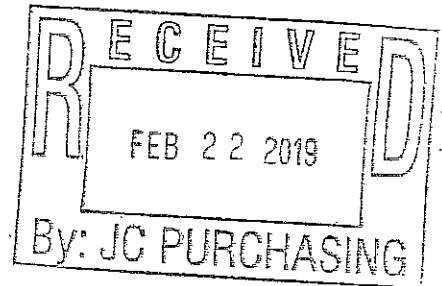
Quote Number: 375

Quote Date: Dec 12, 2018

Page: 1

**Quoted To:**

JERSEY CITY POLICE DEPARTMENT  
1 JOURNAL SQUARE PLAZA, 4TH FL  
JERSEY CITY, NJ 07306



Customer ID	Good Thru	Payment Terms	Sales Rep
JERSEY CITY P.D.	12/31/19	Net 30 Days	

Quantity	Description	Unit Price	Amount
100.00	PSYCHOLOGICAL EVALUATION FOR ONE HUNDRED (100) POLICE OFFICER RECRUITS OF THE CITY OF JERSEY CITY POLICE DEPARTMENT @ \$375.00 PER EXAMINATION, FROM 01/01/19 THROUGH 12/31/19.	375.00	37,500.00
Subtotal			37,500.00
Sales Tax			
TOTAL			37,500.00



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** INSTITUTE FOR FORENSIC PSYCHOLOGY, P.C.

**Trade Name:**

**Address:** 5 FIR COURT, SUITE 4  
OAKLAND, NJ 07436-1821

**Certificate Number:** 0085654

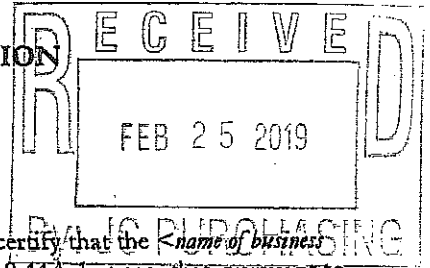
**Effective Date:** December 26, 1996

**Date of Issuance:** February 25, 2019

**For Office Use Only:**

20190225135804836

**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
LEWIS SCHLOSSER	420 E. 72 <sup>nd</sup> ST. APT. 11L, NEW YORK, NY 10021
MATTHEW GULLER	22 Stone Fence Road, Oakland, NJ 07436
Krista Bettle	740 Hillside Avenue, BOONTON, NJ 07005

**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: Institute for Forensic Psychology  
 Signature of Affiant: [Signature] Title: Managing Partner  
 Printed Name of Affiant: LEWIS SCHLOSSER Date: 2/25/19

Subscribed and sworn before me this 25<sup>th</sup> day of February, 2019.

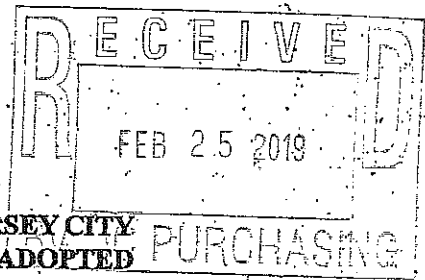
My Commission expires:

August 21, 2023

WENDY MARIE CIANCIARUSO  
 Commission # 2437652  
 Notary Public, State of New Jersey  
 My Commission Expires  
 August 21, 2023

[Signature]  
 (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 INSTITUTE FOR FORENSIC PSYCHOLOGY (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 INSTITUTE FOR FORENSIC PSYCHOLOGY (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: INSTITUTE FOR FORENSIC PSYCHOLOGY

Signed [Signature] Title: MANAGING PARTNER

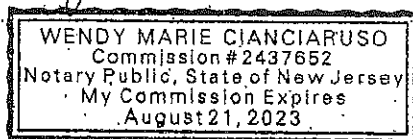
Print Name: LEWIS SCHLOSSER Date: 2/25/19

Subscribed and sworn before me  
this 25<sup>th</sup> day of February, 2019.

My Commission expires: August 21, 2023

Wendy Marie Cianciaruso

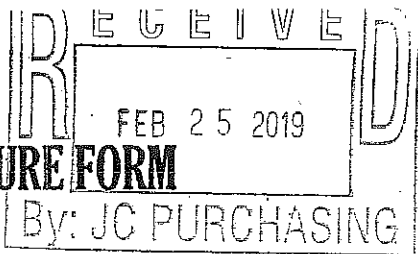
[Signature]  
LEWIS SCHLOSSER, Managing Partner  
(Print name & title of affiant) (Corporate Seal)



**\*\*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.**

# 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:	INSTITUTE FOR FORENSIC PSYCHOLOGY		
Address:	5 FIR COURT, SUITE 2		
City:	Oakland	State:	NJ
Zip:	07436		

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.

 Lewis Schlosser Managing Partner  
Signature Printed Name Title

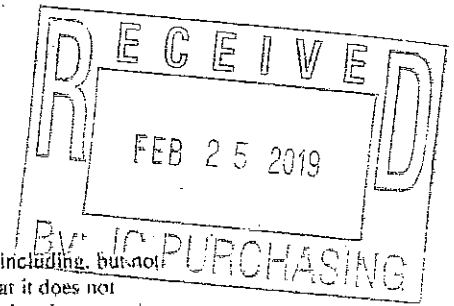
## Part II - Contribution Disclosure

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
			\$

☐ Check here if the information is continued on subsequent page(s)



**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](http://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): LEWIS SCHLOSSER

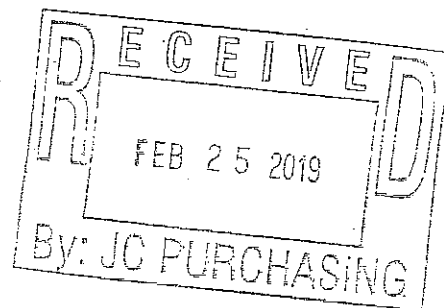
Representative's Signature: [Signature]

Name of Company: INSTITUTE FOR FORENSIC PSYCHOLOGY

Tel. No.: 201-337-4996

Date: 2/25/19





**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.

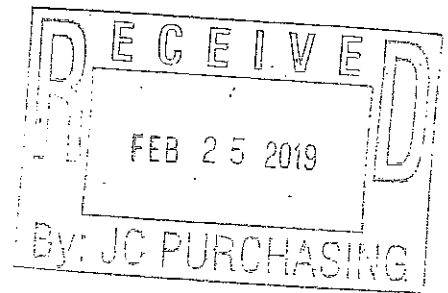
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the 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 (Print): LEWIS SCHLOSSER  
Representative's Signature: \_\_\_\_\_  
Name of Company: Institute for Forensic Psychology  
Tel. No.: 201-337-4096 Date: 2/25/19

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: Institute for Forensic Psychology  
Address: 5 Fir Court, Suite 2, Oakland, NJ 07436  
Telephone No.: (201) 337-4996  
Contact Name: Lewis Schlosser

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.

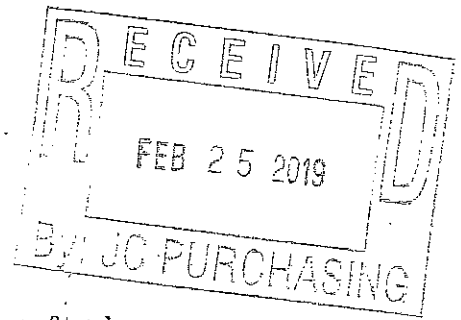
**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**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

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 : Institute for Forensic Psychology  
Address : 5 Fir Court, Suite 2, Oakland, NJ 07436  
Telephone No. : (201) 337-4996  
Contact Name : Lewis Schlosser

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

Certification

9041

## 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-DEC-2012

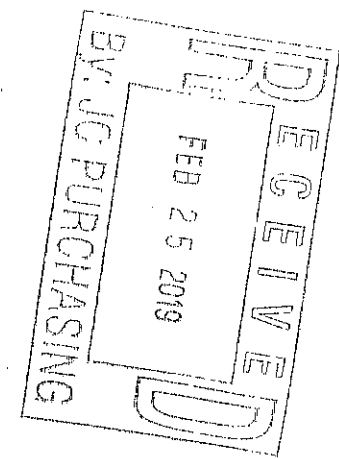
to

15-DEC-2019

INSTITUTE FOR FORENSIC PSYCHOLOGY  
5 FIR COURT, SUITE. 2  
OAKLAND NJ 07436



Andrew P. Sidamon-Eristoff  
State Treasurer



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

City Clerk File No. Res. 19-209

Agenda No. 10-Z-6

Approved: MAR 13 2019

TITLE:



**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT KIP SMITH, SHELLA LANE AND GERRARDO COPPOLA IN THE MATTER OF TERRI REYNOLDS AND LORRAINE OLIVER 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 ("City") adopted Resolution no. 18-515 on May 23, 2018 ratifying and authorizing a professional services agreement with Brach Eichler effective March 1, 2018 for a total contract amount not to exceed \$75,000 to represent City employees, Kip Smith, Shella Lane, and Gerrardo Coppola who had been named in a complaint filed by City employees Terri Reynolds and Lorraine Oliver in United States District Court, District of New Jersey on February 1, 2018 alleging discrimination in violation of the Law against Discrimination (LAD), a hostile work environment and retaliation in violation of LAD; and

**WHEREAS**, the City awarded a 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**, 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 ratify the renewal of its professional services contract with Brach Eichler, LLC for an additional twelve month period effective March 1, 2019; and

**WHEREAS**, because all of 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**, a temporary encumbrance in the amount of **\$10,000** is 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

**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 Brach Eichler, LLC is hereby reauthorized for a one-year period effective **March 1, 2019**, and amended to increase the contract amount by an additional **\$75,000.00** for a total contract amount of **\$150,000.00**;
2. The award of this contract shall be subject to the condition that 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.

City Clerk File No. Res. 19-209Agenda No. 10.2.6 MAR 13 2019

TITLE:

**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT KIP SMITH, SHELLA LANE AND GERRARDO COPPOLA IN THE MATTER OF TERRI REYNOLDS AND LORRAINE OLIVER 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 funds in the amount of \$10,000 are available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. No. 102783

*Elizabeth Castillo*  
Elizabeth Castillo, Acting Chief Financial Officer

CR  
02/25/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
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 RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER, LLC TO REPRESENT KIP SMITH, SHELLA LANE AND GERRARDO COPPOLA IN THE MATTER OF TERRI REYNOLDS AND LORRAINE OLIVER 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 matter is still ongoing, and it necessary to renew for an additional twelve months. Outside counsel is representing Kip Smith, Shella Lane, and Gerrardo Coppola who were named in a complaint filed in the US District Court by Terri Reynolds and Lorraine Oliver alleging discrimination in violation of LAD, hostile work environment and retaliation in violation of LAD.

**Cost (Identify all sources and amounts)**

\$75,000  
Insurance Fund Commission.  
19-01-201-23-210-312

**Contract term (include all proposed renewals)**

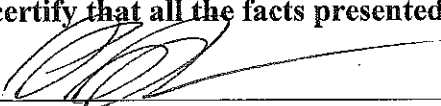
One Year

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

3/5/19  
Date

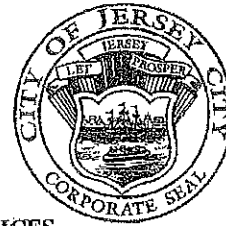
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-515

Agenda No. 10.Z.17

Approved: MAY 23 2018

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT KIP SMITH, SHELLA LANE AND GERRARDO COPPOLA IN THE MATTER OF TERRI REYNOLDS AND LORRAINE OLIVER V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, a complaint was filed on February 1, 2018 in United States District Court under Docket No. 2:18-CV-01418-JMV-JBC by Terri Reynolds and Lorraine Oliver alleging discrimination in violation of the Law against Discrimination (LAD), hostile work environment and retaliation in violation of LAD; and

**WHEREAS**, Corporation Counsel determined that it was necessary to appoint special counsel to represent Kip Smith, Shella Lane and Gerrardo Coppola; and

**WHEREAS**, the law firm of Brach Eichler, LLC is qualified to perform these services; and

**WHEREAS**, special counsel 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**; 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 2017, 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**, Brach Eichler, 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**, 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

**WHEREAS**, a temporary encumbrance in the amount of \$15,000 is available in Account No. **18-01-201-23-210-312**.

**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 Brach Eichler, LLC to represent Kip Smith, Shella Lane and Gerrardo Coppola in the Terri Reynolds and Lorraine Oliver litigation is hereby ratified for one year effective March 1 2018, for a total contract amount of **\$75,000**, including expenses;
2. 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.



TITLE: **RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT KIP SMITH, SHELLA LANE AND GERRARDO COPPOLA IN THE MATTER OF TERRI REYNOLDS AND LORRAINE OLIVER 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 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.

I, Donna Mauer, Donna Mauer hereby certifies that there are sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution.

P.D. #129268

Donna Mauer, Chief Financial Officer

xxf  
05/07/2018

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

R.B.  
5-9-18

APPROVED: R.4  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.23.18											
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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

## **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, LLC** 101 Eisenhower Parkway, Roseland, New Jersey 07068, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Terri Reynolds and Lorraine Oliver 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 believes 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 is 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. 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 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 non-legal 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.

#### **V. 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.

#### **VI. 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 there from. 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.

## **VII. 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 Platt**  
**Business Administrator**

**WITNESS:**

**Brach Eichler**

\_\_\_\_\_  
**By:**  
**Firm:**

## 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: \_\_\_\_\_

### 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](http://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

**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 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: 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.

**Women 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 \_\_\_\_\_ (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

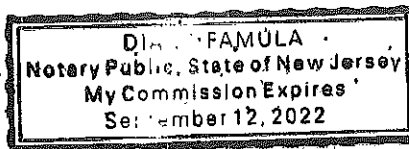
Signed [Signature] Title: Member

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: Brach 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

My Commission expires:

DIANE FAMULA  
Notary Public, State of New Jersey  
My Commission Expires  
September 12, 2022

[Signature]  
(Witnessed or attested by)

(Seal)

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

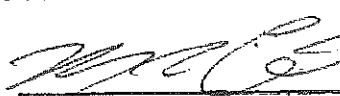
Required Pursuant To N.J.S.A. 19:44A-20.26

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.

	Matthew M. Collins, Esq.	Member
Signature	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
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)

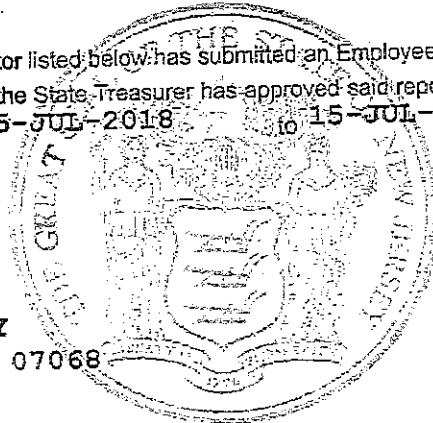
Certification 54804

## 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

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 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.

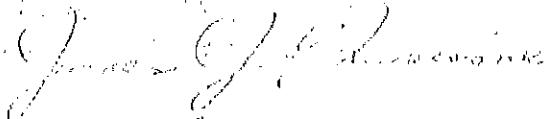
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 12 of the Casino Control Act, which deals with the casino service industry.

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.

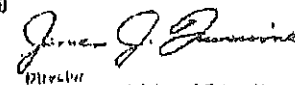
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business 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 352 TRENTON, NJ 08646-0352
TAXPAYER NAME: BRACH EICHLER L.L.C.	TRADE NAME:	
ADDRESS: 101 EISENHOWER PARKWAY ROSELAND NJ 07068	SEQUENCE NUMBER: 1483315	
EFFECTIVE DATE: 04/29/09	ISSUANCE DATE: 04/29/09	
 Director New Jersey Division of Revenue		

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

City Clerk File No. Res. 19-210

Agenda No. 10.Z.7

Approved: MAR 13 2019

TITLE:



**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted Resolution no. 18-631 on June 27, 2018, ratifying and authorizing a professional services agreement effective March 1, 2018 with Lite DePalma, LLC for a total contract amount not to exceed \$75,000.00 to represent the City of Jersey City ("City"), City employees Tommy Curtis, Greg Smith, Mark Bunbury and Alexis Iselberg who were named in a complaint filed by Nakia Wiggins in the Superior Court of New Jersey on February 20, 2018 alleging gender discrimination and a hostile work environment; 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 ratify the renewal of its professional services contract with Lite DePalma Greenberg, LLC for an additional twelve month period effective March 1, 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**, a temporary encumbrance in the amount of \$10,000.00 is 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. The award of a contract with the law firm of Lite DePalma Greenberg, LLC to represent the City of Jersey City, and City employees Tommy Curtis, Greg Smith, Mark Bunbury, and Alexis Iselberg in the Nakia Wiggins litigation is hereby renewed for one year effective **March 1, 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.;
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;

City Clerk File No. Res. 19-210Agenda No. 10.2.7 MAR 13 2019

TITLE:

**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS 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.

P.O.# 132789

*Elizabeth Castillo*  
Elizabeth Castillo, Acting Chief Financial Officer

xt  
02/25/2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3.13.19</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
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 RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS INSELBERG IN THE MATTER OF NAKIA WIGGINS 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 matter is still ongoing and it is necessary to renew for an additional twelve months. Outside counsel is representing the City of Jersey City, Tommy Curtis, Greg Smith, Mark Bunbury, and Alexis Inselberg who were named in a complaint filed in the US District Court by Nakia Wiggins alleging gender discrimination and hostile work environment.

**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

Date



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

City Clerk File No. Res. 18-631

Agenda No. 10.Z.29

Approved: JUN 27 2018

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, a complaint was filed on February 20, 2018 in Superior Court of New Jersey under Docket No. HUD-L-702-18 by Nakia Wiggins alleging gender discrimination and hostile work environment; and

**WHEREAS**, Corporation Counsel determined that it was necessary to appoint special counsel to represent City of Jersey City; and

**WHEREAS**, the law firm of Lite DePalma Greenberg, LLC is qualified to perform these services; and

**WHEREAS**, special counsel 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 2017, 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**, a temporary encumbrance in the amount of \$20,000.00 is available in Account No. 18-01-201-23-210-312.

**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, Tommy Curtis, Greg Smith, Mark Bunbury, and Alexis Iselberg in the Nakia Wiggins litigation is hereby ratified for one year effective March 1, 2018, for a total contract amount of \$75,000.00, including expenses;
2. 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.;

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LITE DEPALMA GREENBERG LLC TO REPRESENT CITY OF JERSEY CITY, TOMMY CURTIS, GREG SMITH, MARK BUNBURY AND ALEXIS ISELBERG IN THE MATTER OF NAKIA WIGGINS 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 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.

I, Donna Mauer, Donna Mauer hereby certifies that there are sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution. PO No. 129654

DP  
06/15/2018

Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-27-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	ABSENT			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 X. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## **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 Street, Suite 1201, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Nakia Wiggins 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.

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. Term.**

The term of this agreement is twelve (12) months effective as of October 2, 2017.

**C. 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.

**D. 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.

**E. 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

**F. 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.

**G. 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.

**H. 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

**I. 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.

**J. 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.

**K. 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.**

**L. 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.

**M. 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.

**N. 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.

**O. 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. 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 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 non-legal 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.

#### **V. 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.

## **VI. 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 there from. 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.

## **VII. 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**

\_\_\_\_\_  
**Brain Platt**  
**Business Administrator**

**WITNESS:**

**Lite DePalma Greenberg, LLC.**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Firm:**



## 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: \_\_\_\_\_

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. 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 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:

670 BROAD ST STE 1201

NEWARK NJ 07102

EFFECTIVE DATE:

02/05/90

SEQUENCE NUMBER:

0067861

ISSUANCE DATE:

12/17/15

*James J. Fruscone*  
Director  
New Jersey Division of Revenue

FORM BRC

**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](http://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: 10.02.2018

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. §12101 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: Victor A. Afanador, Member of the Firm  
Representative's Signature: \_\_\_\_\_  
Name of Company: Lite Del Palma Greenberg, LLC  
Tel. No.: 973-623-3000  
Date: 10.02.2018

**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  
Contact Name : Victor A. Afanador

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.

**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

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 (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: 10.02.2018

Subscribed and sworn before me  
this 2 day of 2

My Commission expires:

[Signature]  
Victor A. Afanador, Member of the Firm

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

[Signature]  
**CARLA DASILVA**  
A Notary Public of New Jersey  
My Commission Expires May 4, 2019

**\*\*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), (c) and (e).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavatro 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
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: Lito DePalma Greenberg, LLC

Signature of Affiant:

Title: Member of the Firm

Printed Name of Affiant: Victor A. Afanador

Date: 10.02.2018

Subscribed and sworn before me this 2nd day of  
Oct., 2018

CARLA DASILVA

My Commission expires: A Notary Public of New Jersey  
My Commission Expires May 4, 2019

(Witnessed or attested by)

(Seal)

## 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:	Lite DePalma Greenberg, LLC		
Address:	570 Broad Street, Suite 1201		
City:	Newark	State:	NJ
Zip:	07102		

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 Victor A. Afanador Printed Name Victor A. Afanador Title Member of the Firm

## 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.

[illegible]☐ 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. 19-211

Agenda No. 10.Z.8

Approved: MAR 13 2019

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT LIEUTENANT KEITH ARMSTRONG IN THE MATTER OF STATE V. KEITH ARMSTRONG**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, Lieutenant Keith Armstrong needs defense representation for municipal court charges filed by Melissa Rivera on May 30, 2017, summons complaint number 0906S2017002832, claiming harassment, loud, abusive language, threatening and alarming behavior; and

**WHEREAS**, the City of Jersey City ("City") requires the services of an attorney to represent lieutenant officer Keith Armstrong; and

**WHEREAS**, Florio Kenny Raval, L.L.P. is experienced and highly qualified to perform these services; and

**WHEREAS**, Florio Kenny Raval, L.L.P. agreed to provide these services at an hourly rate of **\$150.00** including expenses, for a total contract amount not to exceed **\$20,000.00**; 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**, Florio Kenny Raval, L.L.P. 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**, Florio Kenny Raval, L.L.P. 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**, a temporary encumbrance for \$10,000.00 is available in **Account No. 19-01-201-20-155-312**.

**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 Florio Kenny Raval, L.L.P. to represent lieutenant Keith Armstrong is hereby ratified for one year effective **February 1, 2019**, for a total contract amount of **\$20,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that Florio Kenny Raval, L.L.P. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT LIEUTENANT KEITH ARMSTRONG IN THE MATTER OF STATE V. KEITH ARMSTRONG**

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.: 19-01-201-20-155-312** for payment of this resolution.

*Elizabeth Castillo*  
Elizabeth Castillo, Acting Chief Financial Officer

03/04/2019

APPROVED: *[Signature]*  
APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
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 OFFICE OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT LIEUTENANT KEITH ARMSTRONG IN THE MATTER OF STATE V. KEITH ARMSTRONG**

**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.)

**Contract Purpose**

The City of Jersey City requires the services of outside counsel, Florio, Kenny, Raval LLP to represent lieutenant officer Keith Armstrong.

**Cost (Identify all sources and amounts)**

19-01-201-20-155-312  
\$20,000.00

**Contract term (include all proposed renewals)**

One-Year Contract

**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

3/5/19  
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, Florio, Kenny, Raval, LLP , 125 Chubb Ave Suite 310 - N, Lyndhurst, NJ 07071 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *State v. Keith Armstrong*

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 \$20,000.00.

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. Term.**

The term of this agreement is twelve (12) months effective as of October 2, 2017.

**C. 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.

**D. 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.

**E. 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

**F. 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.

**G. 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.

**H. 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

**I. 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.

**J. 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.

**K. 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.**

**L. 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.

**M. 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.

**N. 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.

**O. 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. 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 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 non-legal 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.

#### **V. 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.

#### **VI. 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 there from. 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.

## **VII. 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**

\_\_\_\_\_  
**Brain Platt**  
**Business Administrator**

**WITNESS:**

**Florio. Kenny, Raval, LLP**

\_\_\_\_\_  
By:  
Firm:

## 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: \_\_\_\_\_

**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](http://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): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: 201-659-8011

Date: 1/14/2019

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

The contractor and the Partnership of FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (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. §12101 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): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Cal. No.: 201-659-8011

Date: 1/14/2019



**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 : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Address : 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030  
Telephone No. : 201-659-8011  
Contact Name : Edward J. Florio

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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Address: 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030  
Telephone No.: 201-659-8011  
Contact Name: Edward J. Florio

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 FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 24, 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 FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Signed: [Signature] Title: Senior Partner

Print Name: Edward J. Florio Date: 1/14/2019

Subscribed and sworn before me  
this 14 day of January 2019.  
My Commission expires:

[Signature]  
(Affiant)  
Anael Garcia  
(Print name & title of affiant) (Corporate Seal)

**ANAEL GARCIA**  
A Notary Public of New Jersey  
My Commission Expires September 14, 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.

**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-Arey for Council
Lavatro 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
Edward J. Florio	28 Wilber Terrace, Bloomfield, NJ 07003
Bernard F. Kenny	1022 Bloomfield Street, Hoboken, NJ 07030
Nita G. Raval	67 13th Avenue, Elmwood Park, NJ 07407

**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.

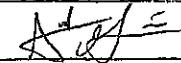
Name of Business Entity: FLORIO, KENNY, RAVAL, L.L.P.

Signature of Affiant: \_\_\_\_\_ Title: Senior Partner

Printed Name of Affiant: Edward J. Florio Date: 1/14/2019

Subscribed and sworn before me this 14 day of  
January, 2019.

My Commission expires: ANEEL GARCIA  
 A Notary Public of New Jersey  
 My Commission Expires September 14, 2023

  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

# 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:		FLORIO ♦ KENNY ♦ RAVAL, L.L.P.	
Address:		5 Marine View Plaza, Suite 103	
City:	Hoboken	State:	NJ
		Zip:	07030

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.

        Edward J. Florio      Senior Partner

Signature      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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Certification 14952

**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-2014** to **15-AUG-2021**

**FLORIO KENNY RAVAL, L.L.P.**  
**5 MARINE VIEW PLAZA**  
**HOBOKEN NJ 07030**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
State Treasurer

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

City Clerk File No. Res. 19-212

Agenda No. 10.Z.9

Approved: MAR 13 2019

TITLE:



## RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH LITE DEPALMA GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION MATTERS

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City (City) approved Resolution 18-569 on June 13, 2018 authorizing a one year professional services agreement effective as of April 12, 2018 in the amount of \$30,000 with the law office of Lite DePalma Greenberg, LLC as counsel to represent the City in commercial litigation.; and

**WHEREAS**, the City awarded 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**, all funds have been expended and it is necessary to amend the contract to increase it by an additional \$20,000.00 as the City continues to need the services of Lite DePalma Greenberg, LLC for commercial litigation matters; and

**WHEREAS**, Lite DePalma Greenberg, LLC will provide these services at an hourly rate of \$150.00, including expenses; 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**, funds in the amount of \$20,000.00 are available in Account No. 19-01-201-20-155-312.

**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 contract with Lite DePalma Greenberg, LLC is amended to increase the contract amount by an additional \$20,000.00 for a total contract amount of \$50,000.00; and
3. The Mayor or Business Administrator is hereby authorized to execute the First Amendment to the Agreement attached hereto;
4. Notice of this amendment shall 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.

I hereby certify that funds in the amount of \$20,000 are available in Account No. 19-01-201-20-155-312 for payment of this resolution. PO NO. 130847

Elizabeth Castillo  
Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: 02.28.19 [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH LITE  
DEPALMA GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY  
OF JERSEY CITY IN COMMERCIAL LITIGATION MATTERS**

**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.)

**Contract Purpose**

Funds have been expended so it is necessary to amend resolution no. 18-569 increasing the contract amount by an additional \$20,000 as counsel continues to litigate this matter.

**Cost (Identify all sources and amounts)**

Account Number 19-01-201-20-155-312  
\$20,0000

**Contract term (include all proposed renewals)**

One Year

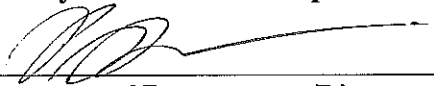
**Type of award**

Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/5/19  
Date



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH LITE  
DEPALMA GREENBERG, LLC TO SERVE AS SPECIAL COUNSEL ON BEHALF OF  
THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION MATTERS**

This First Amendment of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between  
the City of Jersey City (City) and the law office of Lite DePalma Greenberg, LLC;

WHEREAS, Resolution 18-569, approved on June 13, 2018, authorized a professional services  
agreement with Lite DePalma Greenberg, LLC to represent the City in commercial litigation  
matters; and

WHEREAS, Resolution 18-569 authorized a professional services contract in an amount not to  
exceed \$30,000.00 and for a term of 12 months effective as of April 12, 2018; and

WHEREAS it is necessary to increase the contract amount by an additional **\$20,000.00** for a total  
contract amount of \$50,000.

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

1. The contract with Lite DePalma Greenberg, LLC authorized by Resolution 18-569, approved  
on June 13, 2018, is amended to increase the contract by an additional \$20,000.00 for the services  
associated with representing the City in commercial litigation matters;
2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the  
Professional Services Agreement with Lite DePalma Greenberg, LLC dated June 13, 2018 shall  
remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Lite DePalma Greenberg, LLC, have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE**  
**City Clerk**

---

**Brian Platt**  
**Business Administrator**

**ATTEST:**

**Lite DePalma Greenberg, LLC**

**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:

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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 upon-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: [Signature]

Name of Company: Lite DePalma Greenberg, LLC

Tel. No.: 973-623-3000

Date: 10.02.2018

**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 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: Victor A. Afanador, Member of the Firm  
Representative's Signature: \_\_\_\_\_  
Name of Company: Lite Del Palma Greenberg, LLC  
Tel. No.: 973-623-3000 Date: 10.02.2018

**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  
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

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

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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

**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 (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. Alonador Date: 10.02.2018

Subscribed and sworn before me  
this 2 day of 2

My Commission expires:

[Signature]  
(Affiant)  
Victor A. Alonador, Member of the Firm

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

[Signature]  
**CARLA DASILVA**  
A Notary Public of New Jersey  
My Commission Expires May 4, 2019

**\*\*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 committees 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
Lavatro 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 Jetmaine 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: Liter DePalma Greenberg, LLC

Signature of Affiant: [Signature]

Title: Member of the Firm

Printed Name of Affiant: Victor A. Afanador

Date: 10.02.2018

Subscribed and sworn before me this 2nd day of  
Oct., 2018

**CARLA DASILVA**

My Commission expires: **A Notary Public of New Jersey**  
**My Commission Expires May 4, 2019**

[Signature]  
(Witnessed or attested by)

(Seal)



## 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:	Lite DePalma Greenberg, LLC		
Address:	570 Broad Street, Suite 1201		
City:	Newark	State:	NJ
		Zip:	07102

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 Victor A. Afanador Printed Name Victor A. Afanador Title Member of the Firm

## 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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

*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 232  
TRENTON, NJ 08646-0232

TAXPAYER NAME:

LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:

670 BROAD ST STE 1201

NEWARK NJ 07102

EFFECTIVE DATE:

02/05/80

SEQUENCE NUMBER:

0067861

ISSUANCE DATE:

12/17/16

*James J. Fruscone*  
Director  
New Jersey Division of Revenue

FORM 88C

This Certificate is NOT valid if it is not signed by the Director of the New Jersey Division of Revenue. It must be countersigned by the Director of the New Jersey Division of Revenue.

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

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

City Clerk File No. Res. 19-213

Agenda No. 10.Z.10

Approved: MAR 13 2019

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MCANDREW VUOTTO, LLC TO SERVE AS SPECIAL COUNSEL IN BANKRUPTCY MATTERS

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City ("City") requires the services of an attorney to serve as Special Counsel to represent the City of Jersey City in connection with a bankruptcy petition filed by Galaxy Recycling; and

**WHEREAS**, Resolution 18-450, approved on May 9, 2018, awarded a one year professional services contract effective February 24, 2018 to McAndrew Vuotto; and

**WHEREAS**, McAndrew Vuotto, LLC agreed to provide these 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**, the City awarded the contract to McAndrew Vuotto, 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 professional services contract to twelve months; and

**WHEREAS**, the bankruptcy matter is still ongoing and it is necessary for the City to renew its professional services contract with McAndrew Vuotto, LLC for an additional twelve month period; and

**WHEREAS**, it is necessary to amend the contract to increase the contract amount by an additional **\$20,000.00** at the same rate of **\$150.00** per hour including expenses; and

**WHEREAS**, McAndrew Vuotto, 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**, a temporary encumbrance in the amount of **\$5,000.00** is available in **account no. 19-01-201-20-155-312**; 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 a contract with McAndrew Vuotto, LLC is hereby renewed for one year effective **February 24, 2019**, and the contract amount is increased by an additional **\$20,000.00** for a total contract amount of **\$95,000.00**, including expenses;

2. This contract shall be subject to the condition that McAndrew Vuotto, 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. This contract is awarded without competitive bidding, as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. A copy of the 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.

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH  
THE LAW FIRM OF MCANDREW VUOTTO, LLC TO SERVE AS SPECIAL COUNSEL  
IN BANKRUPTCY MATTERS**

5. The Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

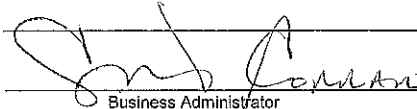
6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance, attached hereto, and incorporated herein by reference shall be placed on file with this resolution.

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 is sufficient funds available in **Account No.: 19-01-201-20-155-312** for payment of this resolution. P.O. No. 132844

  
Elizabeth Castillo, Acting Chief Financial Officer

EXT  
02/27/2019

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

R.R.  
3-4-19

Certification Required ☒

Not Required ☐

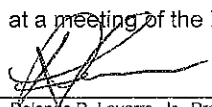
APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3.13.19</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MCANDREW VUOTTO, LLC TO SERVE AS SPECIAL COUNSEL IN BANKRUPTCY MATTERS**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@cnj.org

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

**Contract Purpose**

Due to the specialized nature of these matters, the City still requires the services of outside counsel. The firm of McAndrew Vuotto, LLC are highly experienced and uniquely qualified to undertake this bankruptcy petition filed by Galaxy Recycling.

**Cost (Identify all sources and amounts)**

19-01-201-20-155-312  
\$20,000.00

**Contract term (include all proposed renewals)**

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

3/5/19  
Date

## **Outside Counsel Agreement**

This **Agreement** dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **McAndrew Vuotto, LLC**, 222 Ridgedale Avenue, 2<sup>nd</sup> Floor, Cedar Knolls, NJ 07927 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel to serve as Special Counsel to the City of Jersey City in bankruptcy matters.

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.

**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 \$20,000.00.

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.

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. Term.**

The term of this agreement is twelve (12) months effective as of February 24, 2019.

**C. 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.

**D. 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.

**E. 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

**F. 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.

**G. 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.

**H. 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

**I. 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.

**J. 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.

**K. 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.**

**L. 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.

**M. 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.

**N. 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.

**O. 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. 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 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 non-legal 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.

#### **V. 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.

#### **VI. 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 there from. 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.

## **VII. 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**

\_\_\_\_\_  
**Brain Platt**  
**Business Administrator**

**WITNESS:**

**McAndrew Vuotto, LLC**

\_\_\_\_\_  
**By:**  
**Firm:**

## 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: \_\_\_\_\_

**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](http://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): Jonathan P. Vuotto, Member

Representative's Signature: [Signature]

Name of Company: McAndrew Vuotto, LLC

Tel. No.: 973-528-6308

Date: 2/28/19

**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 expenses 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: Jonathan P. Vuotto, Member  
Representative's Signature: [Signature]  
Name of Company: McAndrew Vuotto, LLC  
Tel. No.: 973-538-6398 Date: 2/28/19



**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 : McAndrew Vuotto, LLC  
Address : 13 Mt. Kemble Ave., Montclair, NJ 07060  
Telephone No. : 973-538-6308  
Contact Name : Jonathan P. Vuotto

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: McAndrew Vuotto, LLC

Address: 13 Mt. Kemble Ave., Montclair, NJ 07042

Telephone No.: 973-538-6308

Contact Name: Jonathan P. Vuotto

Please check applicable category:

☐ Minority Owned Business (MBB)

☐ 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 McAndrew Vuotto, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 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 McAndrew Vuotto (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: McAndrew Vuotto, LLC

Signed: [Signature] Title: Member

Print Name: Jonathan P. Vuotto Date: 2/28/19

Subscribed and sworn before me  
this 28 day of Feb., 2019.

My Commission expires:

[Signature]

[Signature] (Affiant)  
Jonathan P. Vuotto, Member  
(Print name & title of affiant) (Corporate Seal)

**ROBERT W. MCANDREW  
ATTORNEY AT LAW OF NEW JERSEY  
STATUTORY AUTHORITY:**

**N.J.S.A. 41:2-1**

**N.J.S.A. 46:14-6**

**\*\*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 (t).

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
Jonathan P. Vietto	44 Buckley Hill Rd., Morristown, NJ 07960
Robert W. McAndrew	6 Buckley Hill Rd., Morristown, NJ 07960

**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: McAndrew Vietto, LLC

Signature of Affiant: [Signature] Title: Member

Printed Name of Affiant: Jonathan P. Vietto Date: 2/28/19

Subscribed and sworn before me this 28 day of Feb., 2019

[Signature]  
(Witnessed or attested by)

My Commission expires:

**ROBERT W. MCANDREW  
ATTORNEY AT LAW OF NEW JERSEY**

(Seal)

**STATUTORY AUTHORITY:**

N.J.S.A. 41:2-1

N.J.S.A. 46:14-6

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

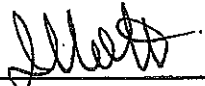
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	McAndrew Viotto, LLC		
Address:	13 Mt. Kemble Ave		
City:	Morristown	State:	NJ
		Zip:	07960

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.

	Jonathan P. Viotto	Member
Signature	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
			\$

☐ Check here if the information is continued on subsequent page(s)

# 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-FEB-2018** to **15-FEB-2025**

**MCANDREW VUOTTO, LLC**  
**222 RIDGEDALE AVE., 2ND FLOOR**  
**CEDAR KNOLLS NJ 07927**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
Acting State Treasurer

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 552  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

MCANDREW VUOTTO LLC

ADDRESS:

222 RIDGEDALE AVENUE 2ND FLOOR  
CEDAR KNOLLS NJ 07927-0792

EFFECTIVE DATE:

01/05/18

TRADE NAME:

SEQUENCE NUMBER:

2195793

ISSUANCE DATE:

01/05/18

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. 19-214

Agenda No. 10.7.11

Approved: MAR 13 2019

TITLE:



## RESOLUTION TO CANCEL 2017, 2018 AND 2019 REAL ESTATE TAXES ON PROPERTIES OWNED BY NEW JERSEY CITY UNIVERSITY DUE TO AN ERRONEOUS ASSESSMENT PURSUANT TO N.J.S.A. 54:4-3.3

### COUNCIL

offered and moved adoption of the following Resolution:

**WHEREAS**, the below listed properties are owned in fee title by New Jersey City University, a creature and a political subdivision of the State; and

**WHEREAS**, New Jersey City University is exempt from local taxation pursuant to N.J.S.A. 54:4-3.3 as an institution for higher learning, performing essential public educational purposes; and

**WHEREAS**, the City of Jersey City has assessed the below properties in error for the years 2017, 2018 and 2019 taxing years; and

**WHEREAS**, the City of Jersey City wishes to correct these erroneous assessments for the year 2017, 2018 taxes, together with the 2019 taxes yet to be determined, as well as all interest and penalty impositions, if any, that have been assessed, by cancellation or stipulations of settlement, as the case maybe.

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

1. The Tax Collector is authorized and directed to cancel the following taxes in the years and amounts indicated below, together with any interest and penalties.
2. In the event that 2017 and 2018 tax appeals have been filed by New Jersey City University on the below properties and are pending in the Tax Court of New Jersey, and in the event that 2019 tax appeals are about to be filed in the Tax Court of New Jersey by New Jersey City University, the Corporation Counsel of the City of Jersey City is authorized and directed to execute and deliver stipulations of settlement in connection therewith and in all cases requesting that the Tax Court enter judgment vacating the 2017, 2018, and 2019 assessments, as the case maybe, on the ground that the subject properties are exempt from taxation.

Block/Lot	Location	Year	Amount To Be Cancelled
-----------	----------	------	------------------------

21902.02/213 & 35 Carbon Place	2017	83,343.00
	2018	125,884.80
	2019 (1 <sup>st</sup> Half)	62,942.40
	2019 (2 <sup>nd</sup> Half)	TBD

21902.04/233 University Place	2017	62,587.20
	2018	123,429.60
	2019 (1 <sup>st</sup> Half)	61,714.40
	2019 (2 <sup>nd</sup> Half)	TBD

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 6-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSTAIN			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 TO CANCEL 2017, 2018 and 2019 REAL ESTATE TAXES ON PROPETIES OWNED BY THE NEW JERSEY CITY UNIVERSITY DUE TO AN ERRONEOUS ASSESSMENTS PURUSNAT TO N.J.S.A. 54:4-3.3**

**Initiator**

Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

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

**Resolution Purpose**

The attached Resolution requests the Municipal Council to authorize cancellation of 2017, 2018 and 2019 real estate taxes on properties owned by the New Jersey City University due to exemption from taxation pursuant to N.J.S.A. 54"4-3.3 charged in error.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/7/19  
Date

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

City Clerk File No. Res. 19-215

Agenda No. 10-Z-12

Approved: MAR 13 2019

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. DBA NATIONAL COOPERATIVE LEASING INC. FOR A (3) YEAR LEASE OF (4) 2019 NISSAN LEAF VEHICLES FOR THE CITY OF JERSEY CITY (CITY'S) VEHICLE SHARING PROGRAM 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 four 2019 Nissan Leaf vehicles for its Vehicle Sharing Program;

**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 Sourcewell Purchasing Cooperative); and

**WHEREAS**, the Department of Public Works, Division of Automotive Maintenance wishes to lease four 2019 Nissan Leaf vehicles from Lease Servicing Center Inc. dba 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 Capital Account:

Acct #	P.O. #	Total Contract	Temp Encumbrance
04-215-55-175-990	132774	\$35,213.76	\$12,000.00
04-215-55-173-990	132775	\$35,213.76	\$12,000.00
	<b>Total</b>	<b>\$70,427.52</b>	

**WHEREAS**, the total amount of the contract is \$70,427.52; 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 \$70,427.52 for the lease of four 2019 Nissan Leaf vehicles is authorized;
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 three years effective March 14, 2019 through March 13, 2022;

(Continued on page 2)

City Clerk File No. Res. 19-215Agenda No. 10.2.12 MAR 13 2019

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. DBA NATIONAL COOPERATIVE LEASING INC. FOR A (3) YEAR LEASE OF (4) 2019 NISSAN LEAF VEHICLES FOR THE CITY OF JERSEY CITY (CITY'S) VEHICLE SHARING PROGRAM THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)**

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 and in the subsequent year's permanent budgets.
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.

Elizabeth Castillo 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
04-215-55-175-990	132774	\$35,213.76	\$12,000.00
04-215-55-173-990	132775	\$35,213.76	\$12,000.00
<b>Total</b>		<b>\$70,427.52</b>	

Approved:

Peter Holgado  
Peter Holgado, Director of Purchasing,  
QPA, RPPO

March 5, 2019

Date

PF/pw/RR  
3/1/19

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO LEASE SERVICING CENTER INC. DBA NATIONAL COOPERATIVE LEASING INC. FOR A (3) YEAR LEASE OF (4) 2019 NISSAN LEAF VEHICLES FOR THE CITY OF JERSEY CITY (CITY'S) VEHICLE SHARING PROGRAM THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (FORMERLY KNOWN AS THE NATIONAL JOINT POWERS ALLIANCE NJPA)

**Project Manager**

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti Kate Lawrence	Asst. DPW Director Automotive Director Sustainability Director
Phone/email	201-547-4400 201-547-4422 201-547-4632	orizh@jenj.org mvalenti@jenj.org klawrence@jenj.org

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

- ↓ Four (4) Nissan leaf are being leased for the City's fleet.
- ↓ It will cost \$489.08 monthly per vehicle, \$5,868.96 yearly per vehicle.
- ↓ Will be replacing at least six light duty vehicles used by various departments including the BA's office, the Mayor's Office, and Law Department, etc.
- ↓ Vehicles will be shared among departments using a car sharing software that allowed users to book vehicles for blocks of times using an online portal. This car-sharing software will ensure the city fleet operates more efficiently by allowing more users to utilize less vehicles. This is especially important for electric vehicles because they are most cost-effective when used frequently due to their extremely low operational and maintenance costs compared to conventional vehicles.
- ↓ Will be charged using the electric vehicle charging stations being installed this spring at City Hall, the Annex, and DPW. The contract for the charging stations was approved by the Municipal Council in a 2018 resolution.
- ↓ The lease of the vehicles, along with the installation of EV chargers and the use of car sharing software are integral part of the city's efforts to reduce its greenhouse gas emissions and meet the city's previous resolutions to purchase green vehicles and reduce emissions in keeping with the Paris climate agreement.
- ↓ The vehicles are being leased rather than purchased to take advantage of EV tax credits and to acclimate the Automotive division to this technology.

**Cost (Identify all sources and amounts)**

04-215-55-173-990 (Capital Account)  
04-215-55-175-990 (Capital Account)  
Total contract amount = \$70,427.52  
Temporary Encumbrance = \$24,000.00

**Contract term (include all proposed renewals)**

Three (3) year lease.  
3/14/19 - 3/13/22

**Type of award**

NATIONAL JOINT POWERS ALLIANCE (NJPA) PURCHASING COOPERATIVE

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



# 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



## 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



In keeping with our goal to provide you with the highest quality of services, we are pleased to provide a convenient, competitive, and professional financing option to help you obtain the equipment you have chosen.

**Proposal Prepared Especially for: The City of Jersey City**

**February 21, 2019**

Vendor Name: National Auto Fleet Group

Equipment: 2019 Nissan Leaf

Transaction Size: \$ 26,528/Vehicle

**TRAC Lease**

Structure: TRAC Lease	Structure: TRAC Lease	Structure: TRAC Lease
Term: 24 Monthly Payments	Term: 36 Monthly Payments	Term: 48 Monthly Payments
Payment: \$*599/Month	Payment: \$*489.08/Month	Payment: \$*423.35/Month
Residual: \$*7,958.40 (30%)	Residual: \$*6,632.00 (25%)	Residual: \$*5,305.60

*\*plus applicable taxes*

**End-of Lease Options:** At the end of the original lease term or renewal term, the City of Jersey City shall have the following options:

1. Return the vehicles.
2. Purchase the vehicles for the stated residual price.

\*Under a TRAC Lease, should the vehicles be returned, we will sell them. Should we receive more than the stated residual price, The City of Jersey City shall receive the excess amount. Should we receive less than the stated residual price, The City of Jersey City shall pay the deficiency.

This is a quotation only and is subject to review and approval of the NCL Credit Committee.  
Pricing is subject to change.

NCL offers many flexible financing solutions. Contact us to put together the structure that best suits your needs.

Contact: **Chris Canavati**  
Phone: 320-763-7600  
Fax: 320-763-9600  
E-mail: [Chris@LscFinancial.com](mailto:Chris@LscFinancial.com)

**National Cooperative Leasing**  
220 22<sup>nd</sup> Avenue East, Ste 106  
Alexandria, MN 56308

## Lease vs Buy Analysis

**CLIMATE MAYORS**

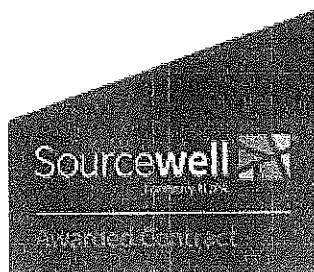
**Nissan Leaf**

Acquisition Price \$26,528.00					
Lease Term	24 Month	36 Month	48 Month	60 Month	
Per month lease payment	\$599	\$489.08	\$423.35	\$380.72	
Full lease cost (Payment multiplied by term)	\$14,377	\$17,606.88	\$20,320.80	\$22,843.20	
Residual value %	30%	25%	20%	15%	
Residual value buy-out price	\$7,958.40	\$6,632.00	\$5,305.60	\$3,979.20	
Total Cost to own the vehicle	\$22,335.36	\$24,238.88	\$25,626.40	\$26,822.40	
Cash Price of Vehicle	\$26,528.00	\$26,528.00	\$26,528.00	\$26,528.00	
Lease vs Buy Savings	\$4,192.64	\$2,289.12	\$901.60	(\$294.40)	

**\*Maintenance, repairs, licensing/registration, and insurance costs are NOT included**

**\*\*Sales Tax will be charged on the monthly lease payment at the appropriate rate**





## National Cooperative Leasing

### Leasing & Financing

#032615-NCL

Maturity Date: 04/09/2020

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#### **Rolling 125 Commitments**



## 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](http://www.nationalcooperativeleasing.com)

**Letter of Agreement  
To Extend the Contract**

Between

**National Cooperative Leasing aka Lease Servicing Center, Inc. (Vendor)**  
220 22<sup>nd</sup> Avenue East Suite 106  
Alexandria, MN 56308

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> 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.

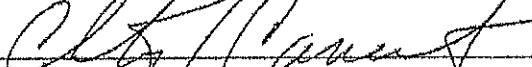
**National Joint Powers Alliance® (NJPA)**

By: , 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: , Its: Sec. IT/CAAS

Name printed or typed: CHRISTOPHER J CANAVATT

Date 4/6/17



## Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032615 LEASING AND FINANCING SOLUTIONS WITH RELATED SERVICESLease 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

(Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number 032615-NCL

NJPA Authorized signature:

NJPA Board Member

(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:

(Name printed or typed)

Title:

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

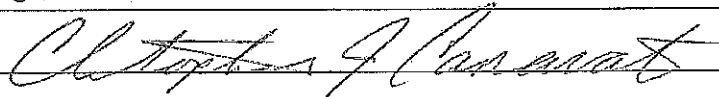
(Must be individual who is responsible for filling out this Proposer's Response form)

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

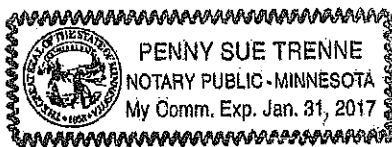
Authorized Signature: 

Authorized Name (typed): Christopher Canavati

Title: Secretary / Treasurer

Date: 3/25/15

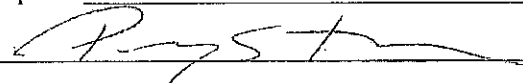
Notarized



Subscribed and sworn to before me this 25<sup>th</sup> day of March, 20 15

Notary Public in and for the County of Douglas, State of MN

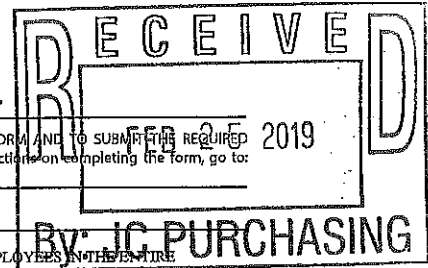
My commission expires: 1-31-17

Signature: 

**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](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 8
4. COMPANY NAME Lease Servicing Center, Inc. dba National Cooperative Leasing		
5. STREET 220 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) Lease Servicing Center, Inc.		
CITY Alexandria	STATE MN	ZIP CODE 56308
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 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 8		
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**

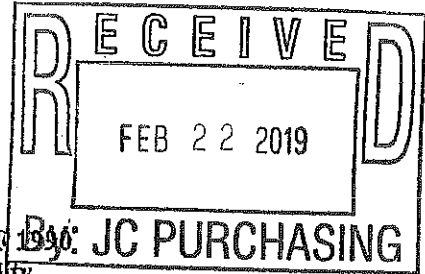
11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 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	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	3	2	1	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
Craftworkers (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
<b>TOTAL</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Total employment From previous Report (if any)	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

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: 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 	TITLE Sec/Treas	DATE MO DAY YEAR 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 - 763 - 7600		



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

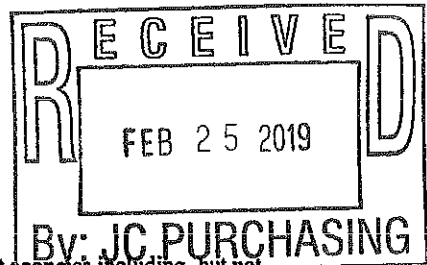
The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 Print: Chris Canavali, Sec / Treas  
Representative's Signature:   
Name of Company: Lease Servicing Center, Inc dba National Cooperative Leasing  
Tel. No.: 320-763-7600 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](http://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 / Treas

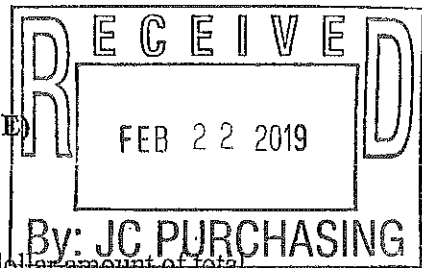
Representative's Signature: 

Name of Company: Lease Servicing Center, Inc dba National Cooperative Leasing

Tel. No.: 320-783-7800

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 106

Telephone No. : 320-763-7600

Contact Name : Chris Canavati

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.

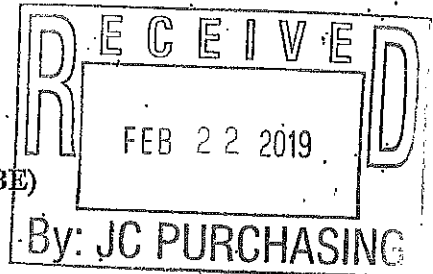
**Woman Business Enterprise**

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 106

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.

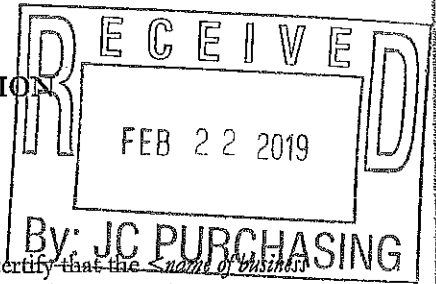
**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**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.

**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 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 Canavati	12133 Co Rd 58, Brandon MN 56315
Chris Canavati	2220 Majestic 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

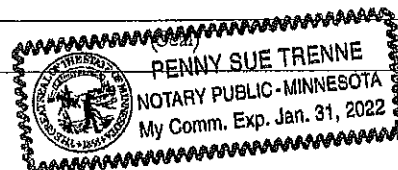
Signature of Affiant: [Signature] Title: Sec / Treas

Printed Name of Affiant: Chris Canavati 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)



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

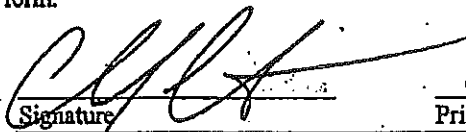
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Lease Servicing Center, Inc dba National Cooperative Leasing		
Address:	220 22nd Avenue E Ste 106		
City:	Alexandria	State:	MN
		Zip:	55308

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.

	Chris Canavali	Sec / Treas
Signature	Printed Name	Title

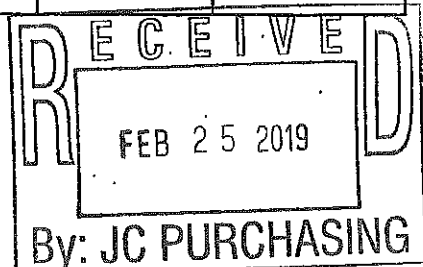
## Part II - Contribution Disclosure

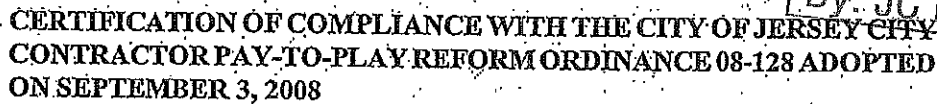
Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
none			\$

☐ Check here if the information is continued on subsequent page(s)





G:\WPDOCS\SURENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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

City Clerk File No. Res. 19-216

Agenda No. 10.Z.13

Approved: MAR 13 2019

TITLE:



**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JACKSON HILL MAIN STREET MANAGEMENT A NJ NONPROFIT CORPORATION GRANTING IT PERMISSION TO ENTER ONTO THE CITY-OWNED PROPERTY KNOWN AS 347-349 AND 351-355 MARTIN LUTHER KING JR. DRIVE, ALSO KNOWN AS BLOCK 22502 LOTS 36 AND 37**

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City ("City") owns real property known as 347-349 and 351-355 Martin Luther King Jr. Drive also known as Block 22502, lots 36 and 37 ("Property"); and

**WHEREAS**, Jackson Hill Main Street Management A NJ Nonprofit Corporation ("Licensee") is a New Jersey non-profit corporation, which is responsible for management of the Jackson Hill Main Street Special Improvement District; and

**WHEREAS**, the Licensee desires the City's permission to enter the Property for purposes of supporting the local business community consistent with its not-for-profit purpose; and

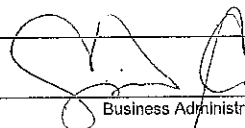
**WHEREAS**, the City has deemed that allowing the Licensee such entry for such purposes will be in the best interest of the local community; and

**WHEREAS**, the Licensee agrees to execute the License Agreement attached hereto.

**NOW, THEREFORE**, Be it resolved by the Municipal Council of the City of Jersey City that:

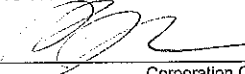
- 1) The City is authorized to enter into an agreement permitting Licensee and its invitees and guests to enter onto the Property for the purpose of conducting such activities as support Licensee's not-for-profit purpose of revitalizing the business district in the Bergen Section of Ward F; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto (Exhibit A); and
- 3) The term of this license agreement shall be from April 1, 2019 through December 24, 2019.

JJ/m  
March 5, 2019

APPROVED: 

APPROVED:  Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required ☐

Not Required ☐

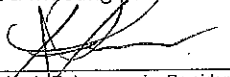
APPROVED 7-0

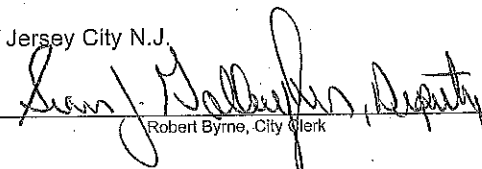
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.	✓		

✓ 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



# **EXHIBIT A**

## LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensor") and the Jackson Hill Main Street Management A NJ Nonprofit Corporation (hereinafter referred to as "Licensee"), whose address 99 Monticello Ave, Jersey City, NJ 07304.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at Block 22502, Lots 36 and 37, more commonly known as the parking area at 347-349 and 351-355 Martin Luther King Drive, Jersey City, New Jersey (hereinafter referred to as the "premises").

Licensee intends to use the premises for the purposes of supporting the local business community consistent with its not-for-profit purpose on the following scheduled dates: April 1, 2019 and ending on December 24, 2019, Monday through Saturday (excluding Sundays). Licensee is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for a period of eight (8) months and twenty-four (24) days effective on April 1, 2019 after this Agreement is executed by City officials.
2. The Licensee shall be permitted to use the premises for the following activities:
  - a. Help rebuild and revitalize the business district in the Bergen Section of Ward F. and to revitalize a clean, safe, and viable business district in which local residents can use and enjoy.
  - b. Such other activities as support Licensee's not-for-profit purpose of improving the economic, physical, social, and civic value of the commercial district it serves.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of City Officials.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.
4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to



make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately

to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the use of the Premises on December 24, 2019. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Ann Marie Miller, Manager  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone No. (201) 547-5234

**With a copy to:**  
Office of the Corporation Counsel  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302  
[jjacobsen@jcnj.org](mailto:jjacobsen@jcnj.org)

**With a copy to:**  
Office of the Business Administrator  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302  
[bplatt@jcnj.org](mailto:bplatt@jcnj.org)

Licensee: Michele Massey, Executive Director  
Jackson Hill Main Street Management A NJ Nonprofit Corporation  
99 Monticello Ave  
Jersey City, NJ 07304.  
director@jacksonhillms.com

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

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

21. This Agreement shall terminate on December 24, 2019.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2019

JACKSON HILL MAIN STREET  
MANAGEMENT A NJ NONPROFIT  
CORPORATION

By: \_\_\_\_\_  
Michele Massey,  
Executive Director

Attest: \_\_\_\_\_

CITY OF JERSEY CITY

By: \_\_\_\_\_  
Brian Platt  
Business Administrator

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

## Kim Nieves

---

**From:** Jeremy Jacobsen  
**Sent:** Monday, March 11, 2019 3:02 PM  
**To:** Kim Nieves  
**Cc:** Renee Jackson; Sean Gallagher; Eric Fleming  
**Subject:** FOR CAUCUS TONIGHT - Correction - Jackson Hill SID resolution  
**Attachments:** Resolution - Jackson Hill SID 351 MLK License Agreement Revised v3.docx; License Agreement w Jackson Hill SID for 351 MLK v2.docx

Hello Kim:

Can you please help me with a correction of one of the resolutions for the Council Caucus meeting tonight? It would need to be hand-delivered to the Clerk's office today.

Correction was to change the address of the property from "351 Martin Luther King Jr. Drive" to instead read "347-349 and 351-355 Martin Luther King Drive."

I've already done all the necessary changes in the attached documents. (These are also saved on the drive G:\01 Active\Jeremy Jacobsen\MLK Container Village... License Agreement w Jackson Hill SID for 351 MLK v2... Resolution - Jackson Hill SID 351 MLK License Agreement Revised v3).

We just need to get originals and a Council corrections sheet down to the City Clerk's office ASAP.

Sorry for the last minute request, and thanks for the help!

Jeremy Jacobsen  
Assistant Corporation Counsel  
City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: 201-547-5068

**From:** Jeremy Jacobsen  
**Sent:** Monday, March 11, 2019 2:45 PM  
**To:** Renee Jackson <Renee@jcnj.org>  
**Cc:** Sean Gallagher <SeanG@jcnj.org>; Eric Fleming <EFleming@jcnj.org>  
**Subject:** RE: Please Pull 2 Resolutions.

On the resolution that we did not pull, I did just notice that we need to fix typos in the addresses.

Specifically, the address is listed as "351 Martin Luther King Jr. Drive" when it really should be "347-349 and 351-355 Martin Luther King Drive". (The block and lot numbers are correct.)

I've attached files where this typo has been corrected in three places:

- The TITLE of the resolution
- The first WHEREAS clause of the resolution, and
- in the second paragraph of the proposed contract (Exhibit A).

Please let me know if anything further needs to be done.

Jeremy Jacobsen  
Assistant Corporation Counsel  
City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: 201-547-5068

**From:** Jeremy Jacobsen  
**Sent:** Monday, March 11, 2019 2:22 PM  
**To:** Renee Jackson <[Renee@icnj.org](mailto:Renee@icnj.org)>  
**Cc:** Sean Gallagher <[SeanG@icnj.org](mailto:SeanG@icnj.org)>; Eric Fleming <[EFleming@icnj.org](mailto:EFleming@icnj.org)>  
**Subject:** RE: Please Pull 2 Resolutions.

Hi Renee,  
I've just been told that the Jackson Hill / Martin Luther King Jr. resolution does not need to be pulled now (and no need to substitute an ordinance). That one can stay on the agenda.

The only one that still needs to be pulled is the first one (regarding the Jersey City Municipal Utilities Authority & Passaic Valley Sewerage Commission demo project).

Sorry for the confusion and thanks for your help.

Jeremy Jacobsen  
Assistant Corporation Counsel  
City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: 201-547-5068

**From:** Jeremy Jacobsen  
**Sent:** Monday, March 11, 2019 1:59 PM  
**To:** Renee Jackson <[Renee@icnj.org](mailto:Renee@icnj.org)>  
**Cc:** Sean Gallagher <[SeanG@icnj.org](mailto:SeanG@icnj.org)>; Eric Fleming <[EFleming@icnj.org](mailto:EFleming@icnj.org)>  
**Subject:** Please Pull 2 Resolutions.

Hello Renee,  
I tried to call a few minutes ago regarding pulling a resolution (as we'd discussed earlier this morning) but you were away from your desk. Your colleague suggested that I e-mail you.

In fact, we now actually need to pull two resolutions from tonight's caucus. Their titles are below:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BETWEEN THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY AND THE PASSAIC VALLEY SEWERAGE COMMISSION CONCERNING THE DEVELOPMENT OF A GREEN INFRASTRUCTURE DEMONSTRATION PROJECT.**

**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JACKSON HILL MAIN STREET MANAGEMENT A NJ NONPROFIT CORPORATION GRANTING IT PERMISSION TO ENTER ONTO THE CITY-OWNED PROPERTY KNOWN AS 351 MARTIN LUTHER KING JR. DRIVE, ALSO KNOWN AS BLOCK 22502 LOTS 36 AND 37**

Please withdraw the above prior to tonight's caucus. They will need to be pushed to later meetings.

Note: Eric Fleming from the Innovation Office may be stopping by shortly to discuss substitution of an ordinance for the second of these (regarding MLK drive), if that is feasible.

Jeremy Jacobsen  
Assistant Corporation Counsel  
City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: 201-547-5068

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

City Clerk File No. Res. 19-217

Agenda No. 10-Z-14

Approved: \_\_\_\_\_

TITLE:

## WITHDRAWN



### RESOLUTION AUTHORIZING AN AGREEMENT WITH BETWEEN THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY AND THE PASSAIC VALLEY SEWERAGE COMMISSION CONCERNING THE DEVELOPMENT OF A GREEN INFRASTRUCTURE DEMONSTRATION PROJECT.

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, the Passaic Valley Sewerage Commission ("PVSC") is a public body duly formed pursuant to and in accordance with N.J.S.A. 40:14A-1 et seq and possesses the powers set forth therein; and

**WHEREAS**, the PVSC provides wastewater treatment and removal services within the Passaic Valley Sewerage District, and serves approximately 1.4 million people in 48 municipalities in the State of New Jersey, Jersey City being included among the same; and

**WHEREAS**, the PVSC desires to assist these communities in protecting water quality and quality of life for residents by intercepting stormwater runoff, reducing combined sewer overflows, managing the existing water infrastructure, and minimizing frequent flooding events; and

**WHEREAS**, the City of Jersey City ("City") is the owner or real property adjacent to the Winfield Avenue right-of-way, as shown in Attachment "A" hereto (the "Property"); and

**WHEREAS**, the City supports using the Property for a green infrastructure demonstration project (the "Project") in furtherance of these goals, and for the benefit of its community; and

**WHEREAS**, PVSC will fund the design and construction of the Project such that the Project, upon completion, will intercept stormwater runoff, reduce combined sewer overflows and minimize frequent flood events; and

**WHEREAS**, PVSC has engaged certain consultants and partnered with Rutgers Cooperative Extension Water Resources Program for support and assistance on this Project; and

**WHEREAS**, the Jersey City Municipal Utilities Authority ("JCMUA") is a public body duly formed pursuant to and in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., and possesses the powers set forth therein; and

**WHEREAS**, the JCMUA will maintain the Project following completion and construction by PVSC; and

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

1. The City is authorized to enter into a license agreement permitting the JCMUA and PVSC and their sub-licensees and consultants to enter the Property for purposes of designing, constructing and maintaining a green infrastructure demonstration Project to intercept stormwater runoff, reduce combined sewer overflows and minimize frequent flood events; and

2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto (as attachment B).

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BETWEEN  
THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL  
UTILITIES AUTHORITY AND THE PASSAIC VALLEY SEWERAGE  
COMMISSION CONCERNING THE DEVELOPMENT OF A GREEN  
INFRASTRUCTURE DEMONSTRATION PROJECT.**

3. With respect to PVSC, the term of this agreement shall run either until completion of construction of the Project and assumption of maintenance responsibility for the project by JCMUA or ten (10) years, whichever is shorter.

4. With respect to JCMUA, the term of this agreement shall run either until there is no longer a need to maintain the Project or ninety-nine (99) years, whichever is shorter.

*JJ/m*  
March 5, 2019

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Certificat

Not Reqi

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
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 - 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 LICENSE AGREEMENT BY AND AMONG THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY AND THE PASSAIC VALLEY SEWERAGE COMMISSION FOR THE DEVELOPMENT OF A GREEN INFRASTRUCTURE DEMONSTRATION PROJECT**

**Project Manager**

Department/Division	Office of the Business Administrator	
Name/Title	Brian Platt	Director
Phone/email	(201) 547-4513	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**

The resolution shall authorize the Mayor or BA to enter into a license agreement with the Jersey City Municipal Utilities Authority (JCMUA) and the Passaic Valley Sewerage Commission (PVSC). The agreement will commit the City to providing land adjacent to the Winfield Avenue right-of-way for storm water project in exchange for funding of the design and construction of the project by PVSC and maintenance of the project by the JCMUA.

**Cost (Identify all sources and amounts)**

\$ 0

**Contract term (include all proposed renewals)**

With respect to PVSC – up to 10 years  
With respect to JCMUA – up to 99 years

Type of award License Agreement

If "Other Exception", enter type

**Additional Information**

Both JCMUA and PVSC are public bodies. PVSC, working with consultants (including Rutgers), would be responsible for design and construction of the project. Once its design and construction responsibilities are complete, the contract would terminate with respect to PVSC. JCMUA would thereafter be responsible for the maintenance of the project on City property until the termination or expiration of the agreement.

I certify that all the facts presented herein are accurate.

Signature of Department Director

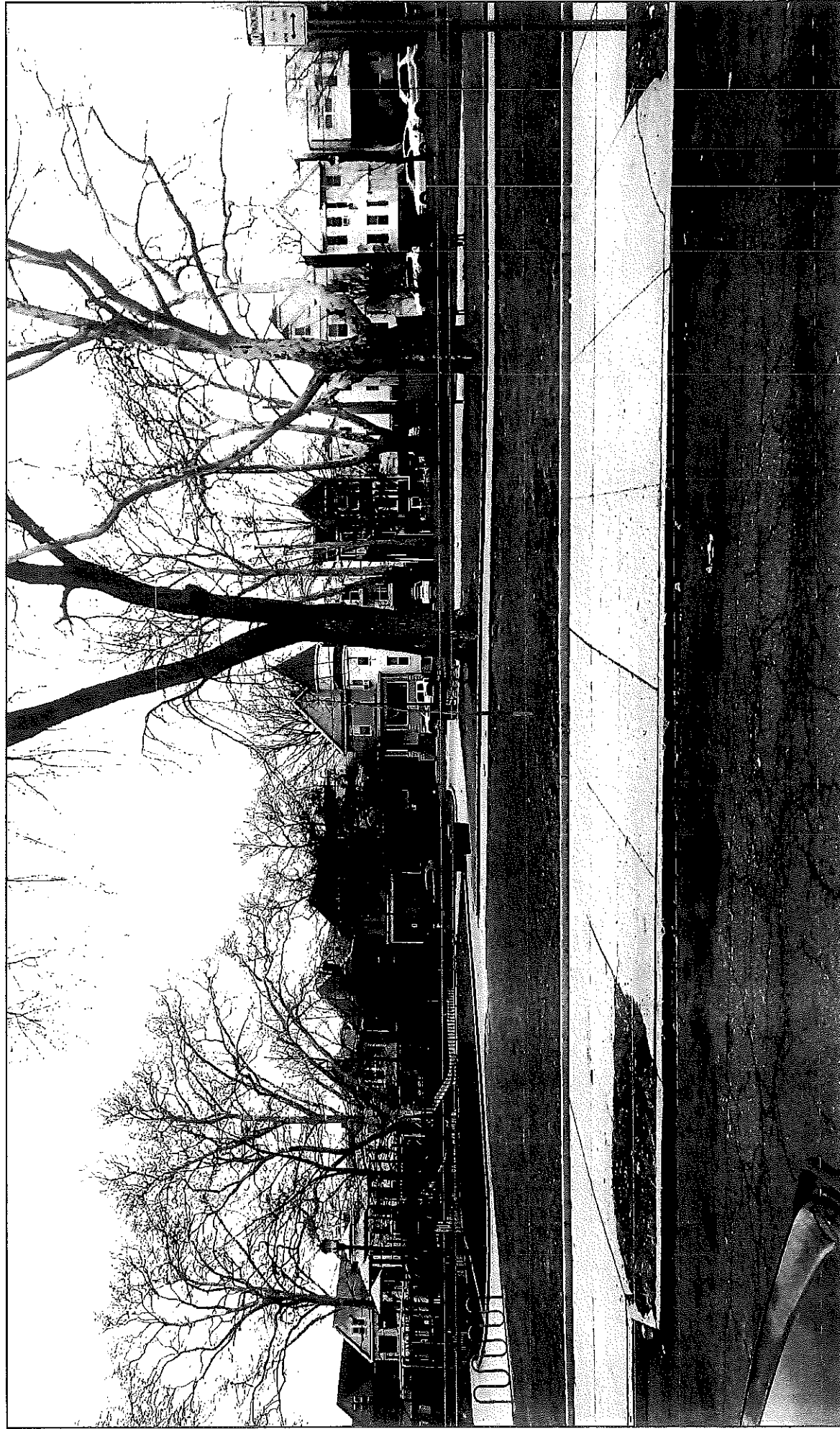
Date

# ATTACHMENT A

**Preliminary Drainage Calculation:**

- Bioswale A
  - 400' x 14' impervious roadway area = 5,600 sf
  - 400' x 14' impervious sidewalk area = 5,600 sf
  - **Total Impervious Drainage Area = 11,200 sf**



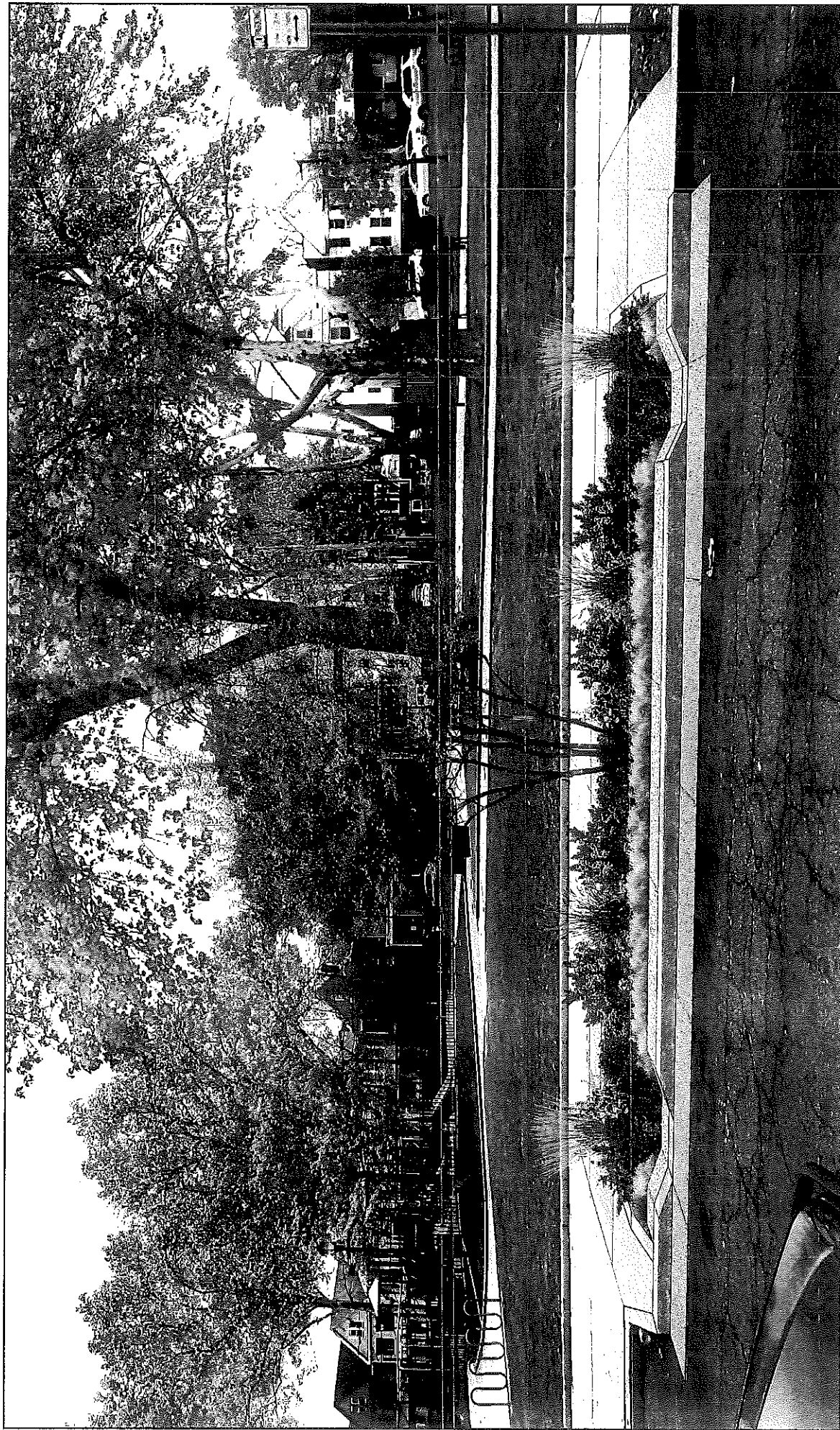


**CDM  
smith**

**PVSC - Right-of-Way Green Infrastructure Pilot Program**  
Columbia Park

April 2018





**CDM  
Smith**

**PVSC - Right-of-Way Green Infrastructure Pilot Program**  
Columbia Park

April 2018

# **ATTACHMENT B**

**LICENSE AGREEMENT BY AND AMONG THE CITY OF JERSEY CITY, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY AND THE PASSAIC VALLEY SEWERAGE COMMISSION FOR THE DEVELOPMENT OF A GREEN INFRASTRUCTURE DEMONSTRATION PROJECT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the **CITY OF JERSEY CITY**, a body politic of the State of New Jersey, with an address at 280 Grove Street, Jersey City, New Jersey 07302 (the “City”), the **JERSEY CITY MUNICIPAL UTILITIES AUTHORITY**, with offices located at 555 Route 440, Jersey City, New Jersey 07305 (“JCMUA”), and the **PASSAIC VALLEY SEWERAGE COMMISSION**, a public corporation of the State of New Jersey, with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 (“PVSC”). JCMUA and PVSC shall each be known individually as a “Licensee” and collectively as the “Licensees.” The City, JCMUA and PVSC shall each be known individually as a “Party, and collectively the “Parties”.

**WITNESSETH:**

**WHEREAS**, PVSC serves 48 municipalities in the State of New Jersey and desires to assist these communities in protecting water quality and quality of life for residents by intercepting stormwater runoff, reducing combined sewer overflows, managing existing water infrastructure, and minimizing frequent flood events; and

**WHEREAS**, PVSC has engaged the services of Greeley & Hansen and its subconsultant, CDM Smith (CONSULTANTS), to assist PVSC in the development of PVSC’s Combined Sewer Overflow Long-Term Control Plan (LTCP); and

**WHEREAS**, PVSC has partnered with the Rutgers Cooperative Extension Water Resources Program (RUTGERS) to provide expertise in planning for green infrastructure to address these issues; and

**WHEREAS**, PVSC, its CONSULTANTS and RUTGERS desire to provide guidance and direction to the JCMUA regarding the benefits and opportunities of implementing green infrastructure practices; and

**WHEREAS**, the City is the owner of real property adjacent to the Winfield Avenue right-of-way, as shown in Attachment “A” hereto (the “Property”); and

**WHEREAS**, the City supports using the Property for a green infrastructure demonstration project (the “Project”); and

**WHEREAS**, PVSC will fund the design and construction of the Project such that the Project, upon completion, will intercept stormwater runoff, reduce combined sewer overflows and minimize frequent flood events, all in a cost-effective manner; and

**WHEREAS**, the JCMUA will maintain the Project following completion of construction by PVSC; and

**WHEREAS**, the Parties have each duly authorized their respective proper officials to enter into and execute this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby agreed among the Parties as follows:

## **ARTICLE I**

**Section 1.01. Duties of the City.** The City will make the Property adjacent to the Winfield Avenue right-of-way available to PVSC for construction of the Project. The City hereby grants access rights over the Property to PVSC, its CONSULTANTS and RUTGERS, at no cost, so that the Project can be designed and constructed, as shown in Attachment "A" hereto. The City also grants access rights over the Property, at no cost, to the JCMUA for purposes of maintaining the Project following the completion of construction.

**Section 1.02 Duties of PVSC.** PVSC and its CONSULTANTS shall be responsible for the design and construction of the Project. PVSC shall be responsible for any and all costs and expenses incurred in connection with the design and construction of the Project.

**Section 1.03. Duties of JCMUA.** The JCMUA shall generally be responsible for meeting with RUTGERS and participating in the green infrastructure assessment process, providing available data and resources specific to the community, and review and approval of the final plans for the Project. Additionally, the JCMUA shall be responsible for continued operation and maintenance of the Project and all costs associated therewith.

**Section 1.04. Indemnification.** (a) To the extent permitted by law, PVSC shall, at all times, indemnify and keep indemnified the City and the JCMUA, their respective employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which the City or the JCMUA, their respective employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of PVSC, its agents, employees, successors or assigns, arising out of this Agreement, and will pay over, reimburse and make good to the City and the JCMUA, their respective employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which the City or the JCMUA, their respective employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of PVSC, its agents, employees, successors or assigns, arising out of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

(b) To the extent permitted by law, the JCMUA shall, at all times, indemnify and keep indemnified the City and PVSC, their respective employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which the City or PVSC, their respective employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or



any wrongful act or omission, whether intentional or unintentional, of JCMUA, its agents, employees, successors or assigns, arising out of this Agreement, and will pay over, reimburse and make good to the City and PVSC, their respective employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which the City or PVSC, their respective employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of the JCMUA, its agents, employees, successors or assigns, arising out of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

(c) The foregoing indemnification obligations in Sections 1.04(a) and 1.04(b) shall survive the termination or expiration of this Agreement with respect to the other Parties' obligations to indemnify the City against any liability, loss, expense or damage resulting from acts occurring prior to the expiration or termination.

**Section 1.05. Term and Termination of Agreement.** (a) The term of this Agreement shall commence upon the execution of same. Unless earlier terminated in accordance with the terms of this Agreement: (i) as to PVSC, the term of the Agreement shall run until completion of construction of the Project and assumption of maintenance responsibility for the Project by the JCMUA or ten (10) years, whichever is shorter, at which time the obligations of PVSC hereunder shall cease, and (ii) as to the JCMUA, the term of the Agreement shall run until there is no longer a need to maintain the Project or ninety-nine (99) years, whichever is shorter. All notices required hereunder shall be addressed to the respective Party at the address set forth above and may be served by regular mail, certified mail, personal delivery, or facsimile transmission.

(b) The City may, with or without cause and at any time, revoke the permission hereby granted for either or both of the Licensees' access, entry and use of the Property and may thereby terminate this Agreement. Such revocation and termination shall be accomplished by the City's Manager of Real Estate giving thirty (30) days notice to the applicable Licensee(s) of such revocation. Such revocation shall not relieve any Licensee of any liabilities or obligations which stem from its entry onto or use of the premises which occurred on or prior to the date of revocation.

**Section 1.06 No Property Rights.** Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein. The permission to enter, access and use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the any party from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

**Section 1.07 Insurance** (a) Each of Licensees shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability including E&O and Pollution coverage arising out of such Licensee's Project-related activities under this Agreement and the same shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

(i) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

(ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000; and

(iii) 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 applicable Licensee's performance of the Project; and

(iv) Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution: covering as insured the Contractor with not less than \$2,000,000.00 limit of liability per occurrence and in aggregate.

(b) Before commencement of the Project, each Licensee 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.

(c) Commercial General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance, and Owner's & Contractors Protective Liability & Property Damage Insurance shall be kept in force by PVSC and by JCMUA until their respective obligations hereunder cease. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution should be kept in force by PVSC until at least one (1) year after completion of the design and construction of the Project and by JCMUA until one (1) year after its obligations hereunder cease.

## ARTICLE II

**Section 2.01. Modifications.** The provisions of this Agreement shall (a) constitute the entire agreement between the Parties with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by all Parties.

**Section 2.02. Successors; Choice of Law.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, executors, administrators, successors, and assigns. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or the place or places of performance.

**Section 2.03. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms.

**Section 2.04. Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City, PVSC and the JCMUA, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest:

CITY OF JERSEY CITY

\_\_\_\_\_  
NAME  
TITLE

By:

\_\_\_\_\_  
NAME  
TITLE

Attest:

JCMUA

\_\_\_\_\_  
Francis J. Borin, Esq.  
General Counsel

By:

\_\_\_\_\_  
Joseph Coviello  
Interim Executive Director

Attest:

PASSAIC VALLEY SEWERAGE COMMISSION

\_\_\_\_\_  
Bridget McKenna  
Chief Operating Officer

By:

\_\_\_\_\_  
Gregory A. Tramontozzi, Esq.  
Executive Director & General Counsel

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

City Clerk File No. Res. 19-218

Agenda No. 10.Z.15

Approved: MAR 13 2019

TITLE:



## RESOLUTION HONORING MARIE THERESA ALEJANDRO VIOLA ON THE OCCASION OF HER RETIREMENT

**WHEREAS**, the City of Jersey City is proud to recognize **Marie Theresa Alejandro Viola** on the occasion of her retirement; and

**WHEREAS**, **Marie Theresa Alejandro Viola** was born on August 7<sup>th</sup>, 1954 in the Philippines. She was lovingly raised by her parents Tomas & Lucia Alejandro; and

**WHEREAS**, **Marie Theresa Alejandro Viola** received a Bachelor of Science Degree in Business Administration with a major in Accounting from the University of Santo Tomas in Manila, Philippines; and

**WHEREAS**, **Marie Theresa Alejandro Viola** after graduating from the University worked in the Foreign Department at a prestigious Bank in Manila in their Accounting department; and

**WHEREAS**, **Marie** made her way to the United States in December 1980 and started her civic career in the City of Jersey City on September 12<sup>th</sup> 1983 as an accountant in the Division of Accounts and Control. Her dedication and hard work paid off and she was promoted to Fiscal Officer; and

**WHEREAS**, **Marie** retired from the City of Jersey City on February 1<sup>st</sup> after thirty five long years and four months; and

**WHEREAS**, **Marie** plans to enjoy her retirement with her husband Michael H. Viola, a retired Navy Petty Officer and her son Andre Alejandro Viola who recently graduated from Seton Hall University in South Orange, New Jersey.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby commend **Marie Theresa Alejandro Viola** on this momentous occasion of her retirement. We are grateful for her many years of public service and wish her a happy and healthy retirement.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-219

Agenda No. 10.Z.16

Approved: MAR 13 2019

TITLE:

## RESOLUTION HONORING INEZ FRYE ON THE OCCASION OF HER RETIREMENT



**WHEREAS, Inez Frye** was born in Newberry South Carolina. Inez stayed close to home for her secondary education, receiving an Associate's Degree in Business Administration from Voorhees College in Denmark, South Carolina; and

**WHEREAS, Inez Frye** married her sweetheart, Samuel Frye in 1963. Married for 56 years, they are the proud parents of four sons: Anthony, Ronald, Valentino, and Samuel. Inez and Samuel share the joy of their 13 grandchildren and 5 great grandchildren; and

**WHEREAS, Inez Frye** began her career with the City of Jersey City in 1974 as a Secretary for the Jersey City Police Department Community Relations. After a year, she found herself working as a secretary in Office of Senior Affairs. She was on the move again when the following year in 1977, Inez became the Director of the Maureen Collier Center; and

**WHEREAS, Inez Frye** has successfully supervised volunteers & instructors at the Center for more than 42 years. Inez makes the Maureen Collier Center run—taking care of over 75 members, handling maintenance requests, supervising lunch distributions and all the classes held daily. Along with her Center duties, Inez is also a SHIP (Senior Health Insurance Program) Volunteer assisting seniors with government related questions about their Medicare and other services; and

**WHEREAS, Inez Frye** is in perpetual motion serving on the Board of Mt. Pisgah AME Church, a member of the Sarah's Daughter Domestic Violence Group and the Randolph Ave Block Association, and as a Trustee of Senator Sandra Cunningham Women's Advisory Group; and

**WHEREAS, Inez Frye** has been the recipient of numerous awards for her civic and social activism including the Bobby Morgan Civic Association Award in 2007, the Marion Gardens After School Black History Month Award in 2006, the 2005 Queen Esther, Chapter #2, OES PHA Award, Jersey City Woman of Action Award and the Hattie Boyer Memorial Christian Humanitarian Award in 2002 and a Hudson County Black History Month Honoree; and

**WHEREAS, Inez Frye** is an avid bowler, a dedicated member of the Strike Merchant's Bowling Club & Scholarship Foundation. During her prime playing years, Inez was one of the top 5 bowlers in Hudson County. She was inducted into the USNC WBA Hudson County Bowlers Hall of Fame in 2007. She was also the first African American from Hudson County to represent the Association at the Inter County NJ State Tournament.

**NOW, THEREFORE BE IT RESOLVED** that the Municipal Council of the City of Jersey does hereby honor Inez Frye for her 45 years serving the City of Jersey City and wishes her good health, happiness, and more strikes than spares.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Roblarido R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-220

Agenda No. 10.Z.17

Approved: MAR 13 2019

TITLE:

## RESOLUTION WELCOMING TOYA BEASLEY TO JERSEY CITY FOR THE MOUNT OLIVE BAPTIST CHURCH FUNDRAISER



**WHEREAS, Toya Beasley** is the on-air personality and host of Radio103.9FM's Inspire U, New York City's best mix of inspirational music and entertainment. Inspire U with **Toya Beasley** can be heard every Sunday morning from 8:00am to 11:00am; and,

**WHEREAS, Toya Beasley**, prior to joining Radio103.9FM, was the well-loved voice of New York's 98.7 KISS-FM. With the station since 1989, **Toya** started as a programming assistant and worked her way up to Program Director, a position she held for 10 years. **Toya Beasley** hosted New York City's number one Sunday morning gospel program, KISS Inspirations, as well as KISS-FM's weekday gospel show, Morning Glory; and,

**WHEREAS, Toya Beasley** is the CEO and founder of TLB Consulting, a firm specializing in radio, television, special events and talent management and is also the founder and CEO of SistaFriendzTM, a 501(c)(3) nonprofit organization established to educate, equip and empower women and young ladies for success in their personal and professional lives. Additionally, **Toya** is the creator and Executive Producer of the annual Stellar Women of GospelTM Awards, honoring outstanding women in the gospel music industry; and,

**WHEREAS, Toya Beasley** has received numerous accolades, including six Billboard Awards, five Radio and Records awards and an Impact Music Award. **Toya** has also been the recipient of a New York YMCA Black Achiever's Award, a McDonald's Gospelfest Black Heritage Award and a West Harlem Assistance INC Award for her work with her community. **Toya Beasley** also was awarded the Keys to New York City for producing her Night of Healing events, which have taken place every year since September 11<sup>th</sup>; and,

**WHEREAS, Toya Beasley** is a frequent host and speaker at Fortune 500 companies, media and entertainment conglomerates, and churches across the nation. **Toya** is a John Maxwell Certified Speaker, Teacher and Coach whose message is to inspire and empower her listeners; and,

**WHEREAS, Toya Beasley** has had many professional accomplishments, she is most driven by her passion for God and His people. **Toya** works diligently to communicate that passion into the urban community and is excited to host the Mount Olive Baptist Church annual fundraiser on March 4<sup>th</sup>, 2019;

**NOW, THEREFORE, BE IT REOLVED** that the Members of the Municipal Council hereby welcome **Toya Beasley** to Jersey City for the occasion of the Mount Olive Baptist Church Fundraiser.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-221

Agenda No. 10.Z.18

Approved: MAR 13 2019

TITLE:

## RESOLUTION WELCOMING DR. EMILY CISSY HOUSTON TO JERSEY CITY FOR THE MOUNT OLIVE BAPTIST CHURCH FUNDRAISER



**WHEREAS, Dr. Emily Cissy Houston** has been singing since the age of five, touring the country with her family gospel group, The Drinkard Singers, who, after touring nationwide and performing at Carnegie Hall and at the 1957 Newport Jazz Festival, signed a recording contract with RCA and went on to record three landmark gospel albums; and,

**WHEREAS, since the early 1960s, Dr. Emily Cissy Houston's** vocal and arranging talents have enhanced the work of almost every important artist of our time. After forming the Grammy-nominated female quartet The Sweet Inspirations, Cissy went on to record with Aretha Franklin, Dionne Warwick, Van Morrison, Dusty Springfield, Elvis Presley, Chaka Kahn, Luther Vandross, Paul Simon, Bette Midler, Nancy Wilson, David Bowie, Roberta Flack, The Neville Brothers and the late Whitney Houston; and,

**WHEREAS, as a solo artist, Dr. Emily Cissy Houston** has recorded 12 albums and earned two Grammy Awards, the NARRAS Award for Best Cabaret Artist, has acted in films including *The Vernon Johns Story* and *The Preacher's Wife*, and off Broadway in plays including *Taking My Turn*, *This Is My Song*, and *Your Arms Too Short To Box With God*; and,

**WHEREAS, Dr. Emily Cissy Houston** is the recipient of three honorary Doctor of Humanities degrees and an honorary Doctor of Music degree and countless awards including the Pioneer Award from the Rhythm and Blues Foundation and the Woman in Music Award; and,

**WHEREAS, throughout her career, Dr. Emily Cissy Houston** has continued to direct the music ministry of The New Hope Baptist Church, where her wisdom and mentorship are invaluable resources as she continues to motivate and inspire as she travels the country as a motivational speaker; and,

**WHEREAS, this year on March 4<sup>th</sup>, 2019, Dr. Emily Cissy Houston** will enlighten and entertain the attendees at the Mount Olive Baptist Church annual fundraiser;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council welcome **Dr. Emily Cissy Houston** to Jersey City on March 4, 2019 for the Mt. Olive Baptist Church fundraiser and wish her all the best.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-222

Agenda No. 10.7.19

Approved: MAR 13 2019

TITLE:



## RESOLUTION WELCOMING BISHOP HEZEKIAH WALKER TO JERSEY CITY FOR THE MT OLIVE BAPTIST CHURCH FUNDRAISER

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the **Bishop Hezekiah Walker** was born and raised in the tumultuous Fort Greene public housing projects in Brooklyn; and,

**WHEREAS**, the Love Fellowship Tabernacle started in 1993 in the East New York section of Brooklyn with only 8 members and soon grew to over 1,000 souls; and,

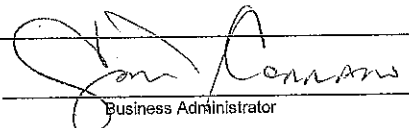
**WHEREAS**, **Bishop Hezekiah Walker** founded the Love Fellowship Tabernacle on the 3 "P's": Prayer, Preaching and Praise. Bishop Walker's ability to motivate, inspire and empower through the word of God drew people from all walks of life; and,

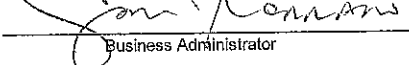
**WHEREAS**, **Bishop Hezekiah Walker** and the Love Fellowship Tabernacle have grown both in their home town of Brooklyn and in 4 more locations: Willingboro, New Jersey; Bensalem, Pennsylvania; Long Island, New York; Lilburn, Georgia; and Columbia, South Carolina. They even expanded their name! They are now known as Love Fellowship Tabernacle the Kingdom Church; and,

**WHEREAS**, **Pastor Hezekiah Walker** was ordained Overseer by the late Bishop Kenneth H. Moales during the 10<sup>th</sup> Annual Founders Week Celebration. **Pastor Walker** had the pleasure of being consecrated as Bishop at the 89<sup>th</sup> Annual Church of our Lord Convocation and in the fall of 2008 **Bishop Walker** was affirmed to the office of Bishop and appointed to the office of Vice Presiding Prelate of the Pentecostal Churches of Jesus Christ and in 2011 become the Presiding Prelate of the Pentecostal Churches of Jesus Christ. **Bishop Hezekiah Walker** is also the founder and President of The Covenant Keepers International Fellowship; and

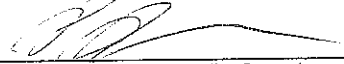
**WHEREAS**, the congregation of Mount Olive Baptist Church is honored to welcome **Bishop Hezekiah Walker** to their annual fundraiser on March 4, 2019;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council welcome **Bishop Hezekiah Walker** to Jersey City on March 4, 2019 for the Mt. Olive Baptist Church fundraiser and wish him all the best.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

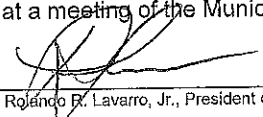
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-223

Agenda No. 10.7.20

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING PHYLLIS GORDON 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Phyllis Gordon** was born and raised in Jersey City. One of 5 children, **Phyllis** attended P.S. #22 and graduated from Lincoln High School. **Phyllis** then went on to earn a B.A. in elementary Education and an M.A. in Urban Education from New Jersey City University. **Phyllis** is the proud mother of Chantel Nicole; and,

**WHEREAS, Phyllis Gordon** has spent the last 38 years teaching the children of Jersey City. She has taught at St. Patrick's Catholic School, P.S. #5, 6, 14, 18, and 23. **Phyllis** currently finds herself back where it all started at P.S. #22, now known as Webb Elementary teaching our future generation; and,

**WHEREAS, Phyllis Gordon** is very active in her community participating in programs such as the Girl Scouts, the Martin Luther King Jr. Parade and Scholarship Committee, and as a recruit Leader for the Share program. **Phyllis** is also an active member of the Bergen Hill Resident's Association, the Jersey City N.A.A.C.P Chapter 2086, and the Friendship Lodge #44; and,

**WHEREAS, Phyllis Gordon** is a passionate activist for voter's rights visiting seniors in their homes assisting them with their mail in ballots and attending local high schools and speaking on the importance of voting; and,

**WHEREAS, Phyllis Gordon** has received numerous awards throughout her lifetime including, The Fifteen Together, the Hoboken Freedom Fund Educator Award, The Hattie Boyer Memorial Award, C-Line Outstanding Community Service Award and the Elijah Hendon Human Rights Award; and,

**WHEREAS, in recognition of all the accomplishments listed above, Phyllis Gordon** has been nominated by Council President Rolando R. Lavarro, Jr. to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Phyllis Gordon** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-224

Agenda No. 10.Z.21

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING MEI YEUNG 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Mei Yeung emigrated to the U.S. when she was 13 years old. Mei went to Public School #131 in New York City and the High School of Fashion Industry. After graduating, Mei married Jeff Yeung and moved to Long Island to raise their children Doreen and Derek; and,

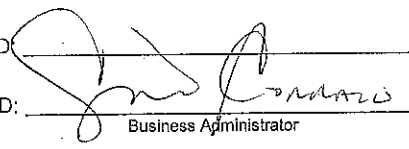
**WHEREAS**, in 2015, Mei Yeung opened Half Time Bar and Grill on Westside Ave and in 2018 Half Time Bar and Grill was a Jersey City Small Business award recipient. After 25 years in Long Island, Mei and her family finally moved to Jersey City to be closer to their burgeoning business; and,

**WHEREAS**, Mei Yeung embraced her new community joining the board of the Westside Community Alliance and Hispanic American Commerce Association. And Mei's chili was the grand prize winner of the first Westside Chili Cook Off in 2015; and,

**WHEREAS**, Mei Yeung is very thankful for the nomination for Women of Action award and is excited to continue being a vital part of her Jersey City community; and,

**WHEREAS**, in recognition of all the accomplishments listed above, Mei Yeung has been nominated by Ward B Councilwoman Mira Prinz-Arey to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that Mei Yeung is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

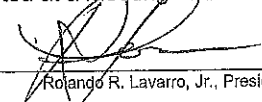
APPROVED 7-0

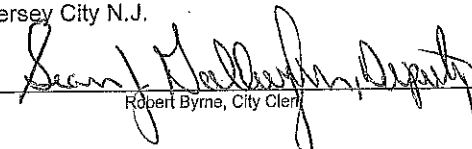
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.	✓		

✓ 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-225

Agenda No. 10.Z.22

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING MARIA SOLORZANO 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Maria Solorzano** a native of Ecuador, made Jersey City her home at a young age when she arrived with her parents, Carlos and Blanca Arreaga; and,

**WHEREAS,** while attending Dickinson High School, **Maria Solorzano** participated in a work-study program with Liberty Savings Federal Credit Union. **Maria** eagerly worked in various departments from teller to lending. After graduating from High School, **Maria** enrolled at Hudson County Community College and then went on to earn her Bachelor of Science in Accounting at St. Peter's University; and,

**WHEREAS,** following college **Maria Solorzano** continued at Liberty Savings Federal Credit Union. Her dedication and diligence caught the attention of the founders of the credit union, Catherine and William Miller. When the position of Controller became available, **Maria** was offered the job; and,

**WHEREAS, Maria Solorzano** eventually became Vice President and Chief Financial Officer and is now the President and Chief Executive Officer of Liberty Savings Federal Credit Union; and,

**WHEREAS, Maria Solorzano** never relinquished her responsibilities to her community and continued to learn and grow at Liberty Savings. **Maria** has actively been involved in the JCPS Advisory Board, a member of the Jersey City Kiwanis Club, and President of the Hudson Chapter of NJ Credit Union League to name a few organizations to which she has dedicated her time over the years; and,

**WHEREAS, Maria Solorzano** describes her career's passion as the desire to help people gain financial independence; and,

**WHEREAS,** in recognition of all the accomplishments listed above, **Maria Solorzano** has been nominated by Councilwoman At-Large Joyce Watterman to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Maria Solorzano** is hereby congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-226

Agenda No. 10.Z.23

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING LIZ FISHER 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Liz Fisher** is a third-year law student at New York University and volunteers as a member of Jersey City Together's housing team; and,

**WHEREAS, Liz Fisher** advocates for the enforcement of our city and state's strong tenant protective laws and organizes tenants to assert their rights as a member of Jersey City Together. **Liz** is proud to be a part of Jersey City Together's work taking on slumlords and fighting for affordable housing; and,

**WHEREAS, during her time in law school, Liz Fisher** has advocated for tenants in New York City as an intern at Mobilization for Justice and Brooklyn Legal Services Corporation A and served as a case manager for NYU Law's student run nonprofit bail fund. **Liz** has also found time to volunteer for The Waterfront Project in Jersey City and she was a Deborah T. Poritz Fellow at Legal Services of New Jersey. Prior to law school, **Liz** worked as an executive assistant at Robert F. Kennedy Human Rights and as a paralegal at a union-side labor law firm; and,

**WHEREAS, Liz Fisher** has lived in Jersey City for two years and in her spare time, she loves to explore Lincoln Park with her dog and watch classic films at the Loew's; and

**WHEREAS, in recognition of all the accomplishments listed above, Liz Fisher** has been nominated by Council President Rolando R. Lavarro, Jr. to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Liz Fisher** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-227

Agenda No. 10.7.24

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING LILLIAN BUSTLE 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Lillian Bustle is a burlesque performer, singer, MC, producer of JC Burlesque, and public speaker/gleeful loudmouth about body acceptance. After graduating with dual Bachelor's Degrees in Theater and Psychology from Flagler College, Lillian went on to the NY School of Burlesque and has been performing Burlesque for over 6 years; and,

**WHEREAS**, as a public speaker, Lillian Bustle has spoken at SUNY New Paltz, Become Strong (her), BurlyCon, co-hosts The Body Podcast; and,

**WHEREAS**, In 2018 Lillian Bustle joined forces with local lawmakers to update some of Jersey City's laws. Lillian spearheaded local awareness campaigns and visited religious leaders and council members to spark conversation about the bodily autonomy, gendered language, and the rights of women and transgender folks in Jersey City. After an appeal to the New Jersey State ABC board for clarification on costuming requirements, the New Jersey Attorney General emphasized that the liquor board is not scrutinizing Burlesque shows, and approved JC Burlesque shows as legitimate theater; and,

**WHEREAS**, Lillian Bustle has been producing shows in Jersey City with JC Burlesque for the past 3 years and was dubbed one of top 50 Burlesque performers in the 21<sup>st</sup> Century. Lillian's goal is to continue to inspire folks in Othered bodies to claim their beauty and power. Lillian is slated to headline TheCandyBox Revue's FATlanta show, featuring all big bodied performers; and,

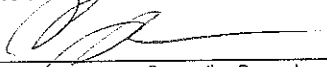
**WHEREAS**, in recognition of all the accomplishments listed above, Lillian Bustle has been nominated by Ward E Councilman James Solomon to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that Lillian Bustle is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

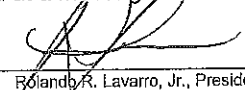
APPROVED 7-0

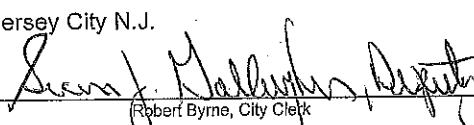
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.	✓		

✓ 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-228

Agenda No. 10.Z.25

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING KIMBERLY PRINCE 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Kimberly Prince was born and raised in Jersey City. After attending P.S.#15, she graduated from Snyder High School. **Kimberly** has a Child Development Specialist Degree from Felicians College; and,

**WHEREAS**, while studying for her degree in early childhood education **Kimberly Prince** became a part of H.O.N.E.Y., whose mission is Helping Others Now By Empowering Yourself. The organization formed a Double Dutch team, The H.O.N.E.Y. Bee's and **Kimberly** used her skills to help mentor and coach the children in and outside the rope. Jeremiah "Jerry" Grant, **Kimberly's** son, was the youngest member of the H.O.N.E.Y Bees Double Dutch Team; and,

**WHEREAS**, In October 2017, **Kimberly Prince's** son Jerry was tragically struck by a car and **Kimberly** was totally devastated. **Kimberly's** greatest strength came from watching her oldest child, Ja'Nijah's determination to continue on with life and honor her brother. With the support of her family, friends and Mt Pisgah church community, **Kimberly** decided she was going to start a non-profit in Jerry's honor; and,

**WHEREAS**, on April 14, 2018 **Kimberly Prince** founded the Jump4Jerry nonprofit youth organization and the J4J Jumpers was born. Jump4Jerry's mission is to honor **Kimberly's** son Jerry by enabling children of different ages and backgrounds to acquire life skills, build confidence & strong character, and realize their potential as leaders and active members of their community. On June 10, 2018, **Kimberly** led J4J Jumpers to become 7x International World Champions in Atlantic City, N.J. at the International Double Dutch Tournament of Champions; and,

**WHEREAS**, **Kimberly Prince** is the recipient of the Highlight 31 Community Service Award from Assemblywoman Angela McKnight, mentors with the Urban League of Hudson county and is currently a teacher's assistant at Cresthill Academy in Hoboken N.J; and

**WHEREAS**, in recognition of all the accomplishments listed above, **Kimberly Prince** has been nominated by Ward F Councilman Jermaine Robinson to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Kimberly Prince** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-229

Agenda No. 10.Z.26

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING HELEN MITCHELL 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Helen Mitchell**, has been a lifelong resident of the Jersey City Heights Neighborhood. **Helen** was a student at St Paul of the Cross Grammar School and graduated from the Academy of St. Aloysius; and,

**WHEREAS, Helen Mitchell** married Thomas Mitchell, a Jersey City Firefighter, with Ladder Co #11 on Lincoln Street 56 years ago. **Helen** and Thomas have three lovely daughters Susan, Maureen and Kerry Ann, as well as a grandson; and,

**WHEREAS, Helen Mitchell** and her husband established The Thomas and **Helen Mitchell** Fireman's scholarship at Saint Peter's University. Scholarships are available to sons and daughters of Jersey City Firefighters to attend Saint Peter's University; and,

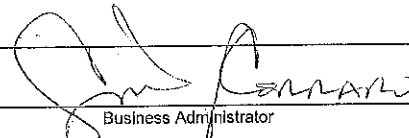
**WHEREAS, Helen Mitchell** likes helping people, rather than sitting at home watching TV. **Helen** does not call herself a volunteer but prefers to call herself a "helper in need". **Helen** is a "helper in need" at her church, St. Paul of the Cross, serving on the Rosary Altar Society and helping with various events such as the Friday Fish Fry dinner for Lent; and,

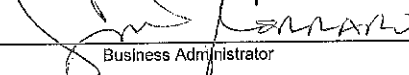
**WHEREAS, in addition to her work with the church, Helen Mitchell** is active in the Heights Pride Block Association, the local Civic Association, teaches arts and crafts at Joseph Connor Senior Center and has been a member of the Paterson Street Volunteers, Christ Hospital Ladies and Catholic Daughters; and,

**WHEREAS, Helen Mitchell** will be 93 years young in April. When not teaching line dancing at the Senior Center, one of her favorite activities, **Helen** loves spending time with her family at the holidays or at their annual family reunion; and,

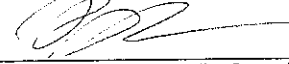
**WHEREAS, in recognition of all the accomplishments listed above, Helen Mitchell** has been nominated by Ward D Councilman Michael Yun to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Helen Mitchell** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

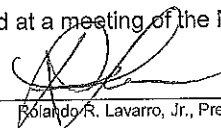
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-230

Agenda No. 10.Z.27

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING EVELYN RODRIGUEZ-RUBIO 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Evelyn Rodriguez-Rubio** grew up in New York, having gone to both grammar school in Corona and High School in Flushing. After receiving an Associate's degree from LaGuardia Community College in 1994 and a BBA Degree in Marketing Management in 2002 from Baruch College, **Evelyn** made her way to Jersey City earning a dual MBA degree in Health Care Administration and Business Management from St. Peter's University in 2013; and,

**WHEREAS, Evelyn Rodriguez-Rubio** has been working for Anthem BlueCross Blue Shield since 1996 and is currently the Implementation Coordinator Lead. **Evelyn** manages new and renewing case implementation activities and serves as a liaison between various teams at Anthem and their customers; and,

**WHEREAS, Evelyn Rodriguez-Rubio** is passionate about her Hispanic Heritage. She is a member of SOMOS, whose mission is to unite, advocate and raise awareness in the Latino community. **Evelyn** works with them promoting the understanding of Hispanic cultures to create a positive work environment; and,

**WHEREAS, Evelyn Rodriguez-Rubio** is a very active member at her parish, St. Joseph's Church assisting with the Hispanic community there for which she received a medal. **Evelyn** regularly volunteers in their food pantry, serves lunches to the needy and helps distribute baskets during Thanksgiving, Easter and Christmas. **Evelyn** is also a Eucharist Minister, a Lector and a Spanish interpreter for the parish; and,

**WHEREAS, Evelyn Rodriguez-Rubio** has also served at the President of St Joseph School's Home School Association and as a parent ambassador assisting in marketing our school and organizing fundraisers and open houses; and,

**WHEREAS, in recognition of all the accomplishments listed above, Evelyn Rodriguez-Rubio** has been nominated by Ward C Councilman Richard Boggiano to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Evelyn Rodriguez-Rubio** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-231

Agenda No. 10-Z-28

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING DR. BISHNU MAYA PARIYAR 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Dr. Bishnu Maya Pariyar** is a prolific social entrepreneur and passionate about her home country, Nepal; and,

**WHEREAS, Dr. Bishnu Maya Pariyar** grew up and attended school in Ghorka, Nepal and graduated from Padma Kanya College in Kathmandu. **Dr. Pariyar** made her way to the United States, received a Bachelor of Arts from Pine Manor College, a Master of Arts from Clark University and most recently an Honorary Doctor of Letters from Pine Manor College in 2013; and,

**WHEREAS, Dr. Bishnu Maya Pariyar's** activism and passion for Nepal has led to her establishing in 1998, DWAN.ORG, a rights-based Nepali organization which has supported more than 15,000 children and more than 35,000 Dalit and marginalized women and their family members in Nepal. **Dr. Pariyar** is actively involved with the United Nations NGO Committee on the Status of Women (CSW), New York and served as Co-Chair of Consultation Day 2018; and,

**WHEREAS, Dr. Bishnu Pariyar** in 2015, began working with the Municipal Council of Jersey City to pass a resolution granting TPS Status for Nepalese living in the United States. The resolution passed in 2015 and again in 2018; and,

**WHEREAS, Mayor Fulop** then appointed **Dr. Pariyar** to serve as the Advisor to the Diversity and Inclusion Board. In January of 2019, **Dr. Pariyar** worked as an Emissary to make Jersey City and Indrawati Rural Municipality the first ever Sister Cities from Nepal; and,

**WHEREAS, Dr. Bishnu Maya Pariyar** has over 15 years of experience as domestic violence and family advocate working various non-profit social organizations in the United States; and,

**WHEREAS, in recognition of all the accomplishments listed above, Dr. Bishnu Maya Pariyar** has been nominated by Ward C Councilman Richard Boggiano to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Dr. Bishnu Maya Pariyar** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-232

Agenda No. 10.Z.29

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING DOMINIQUE SMITH 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Dominique Smith** is a proud native and resident of Jersey City and graduate of County Prep High School; and,

**WHEREAS, Dominique Smith** graduated from Montclair State University and Rider University where she acquired her Master's Degree in Organizational Leadership with a concentration in Higher Education. **Dominique** is an accomplished student development professional and is passionate about leadership theory and practice and enjoys serving as a coach, instructor, trainer, program developer, and manager to drive student growth and retention; and,

**WHEREAS, Overtime Dominique Smith** has served as an adjunct instructor at Montclair State, teaching the Psychology of Leadership and first year success, a co-coordinator of the dual enrollment program at Hudson County Community College, a Chapter Support Manager for the National Society of Leadership & Success, a Residence Hall Director at Rider University and as a Team Advisor for the National Student Leadership Conference; and,

**WHEREAS, Dominique Smith** currently serves as an admissions counselor for New Jersey City University and as a speaker and facilitator partnering with organizations such as Rotary, the Urban League of Hudson County, and YMCA; and,

**WHEREAS, Dominique Smith** loves Greenville and is passionate about developing the leaders of our next generation; and,

**WHEREAS, in recognition of all the accomplishments listed above, Dominique Smith** has been nominated by Ward A Councilwoman Denise Ridley to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Dominique Smith** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED-AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-233  
Agenda No. 10.2.30  
Approved: MAR 13 2019  
TITLE:



## RESOLUTION RECOGNIZING DANA PATTON 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Dana Patton**, a proud resident of Lafayette, is a community activist and volunteer. Dana graduated from the University of North Florida in 1997 and is currently working as a Human Resources Operations Manager at Brown Brothers Harriman; and,

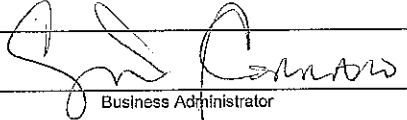
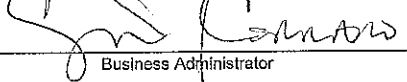
**WHEREAS, Dana Patton** her husband Guy and their son Finnegan have volunteered for 15 years with Grace Community Services, serving more than 18,000 meals to the homeless and food insecure in Jersey City. **Dana** is also a dedicated member of Jersey City Together and the founder of the Lafayette Block Watch; and

**WHEREAS, Dana Patton** has received the Morris Canal CDC Selfless Pledge to Serve award and the East District Police Community Relations Award. Along with her volunteerism, **Dana** was the recipient of the Local Filmmaker Award at the Golden Door Film Festival in 2013; and,

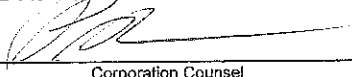
**WHEREAS, Dana Patton** has been very inspired by the history and amazing women in her neighborhood and hopes to continue on their footsteps. The late Presidential Medal of Freedom winner Dr. Lena Edwards, who battled racism and sexism to provide healthcare to the poor and migrant workers, and Ms. Gloria Felder who still champions literacy for both children and adults are two women she admires; and,

**WHEREAS**, in recognition of all the accomplishments listed above, **Dana Patton** has been nominated by Ward F Councilman Jermaine Robinson to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Dana Patton** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED:   
APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

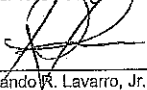
APPROVED 7-0

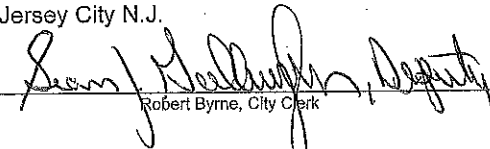
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.	✓		

✓ 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-234

Agenda No. 10.Z-31

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING CRYSTAL KOVACH 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Crystal Kovach** is a California native who has been a resident of Jersey City for the last 10 years. She and her husband Jake have a 7-year old daughter, Nikka, who is a proud 1<sup>st</sup> Grader at PS 16; and,

**WHEREAS, Crystal Kovach** after the 2016 election decided to take a more active role in politics and turned to the Indivisible Guide for direction. After meeting other like-minded residents, **Crystal** co-founded the grassroots organization NJ-08 For Progress to hold our Representatives accountable and advocate for progressive policies in our Congressional District and State; and,

**WHEREAS, in 2018, NJ-08 for progress** turned their focus to the Midterms and worked to flip Congressional seats in nearby GOP-held districts. **Crystal Kovach** then focused on New Jersey's 7<sup>th</sup> District and founded another group, NJ-7 Votes that registered over 600 new voters at 3 different colleges. **Crystal** organized a fundraiser in Jersey City for a candidate who went on to defeat the incumbent in the 7<sup>th</sup> District; and,

**WHEREAS, Crystal Kovach** and NJ-08 for Progress worked tirelessly throughout the campaign season organizing postcard writing parties, phone banks, and canvassing trips to knock on voters' doors for various democratic candidates all of whom won their elections and helped flip the House of Representatives in 2018; and,

**WHEREAS, in recognition of all the accomplishments listed above, Crystal Kovach** has been nominated by Ward E Councilman James Solomon to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Crystal Kovach** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0  
3.13.19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-235

Agenda No. 10.Z.32

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING CHRISTINE BRIDGELAL 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Christine Bridgelal** grew up in a remote part of Trinidad. **Christine** held fast to her dreams of moving to the United States. In 2018, after 12 long years, **Christine Bridgelal** became a citizen of the United States; and,

**WHEREAS, Christine Bridgelal** is a Business Developer for BCB Bank. **Christine** is committed to serving Hudson County through her work with BCB, guiding families and providing financial services for them in an effort for them to succeed; and,

**WHEREAS, Christine Bridgelal** is active in her community serving on the board of the Hoboken Rotary Club, The Hoboken Shelter & several other organizations. **Christine** supports local women organizations as well, inspiring and mentoring young women; and

**WHEREAS, Christine Bridgelal** is the recipient of several awards including: Honorary Italian Woman of the Year 2017, Women's Empowerment Felicitation Awards 2018, Dr. Marcia Lyles Hudson County's Successful Women and this year **Christine** has been chosen to be Grand Marshal of the Jersey City Caribbean Carnival Festival; and

**WHEREAS, Christine Bridgelal**, is a dedicated daughter to her mother Phulo and her father Sam, who passed away recently, and a caring sister to her five siblings and their families; and,

**WHEREAS**, in recognition of all the accomplishments listed above, **Christine Bridglal** has been nominated by Councilwoman At-Large Joyce Watterman to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Christine Bridgelal** is hereby congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-236

Agenda No. 10.Z.33

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING CATHERINE HEALY-TISCORNIA 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Catherine Healy-Tiscornia** was born and raised in Jersey City, the daughter of Maureen Healy and Jeremiah T. Healy, former mayor of Jersey City. **Catherine** attended Saint Nicholas Grammar School and after graduating from Saint Dominic Academy, she received her Bachelor's Degree from Catawba College; and,

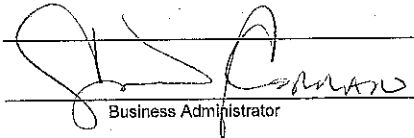
**WHEREAS,** after earning her Juris Doctorate from Seton Hall Law School, **Catherine Healy-Tiscornia** began her career working as a Law Clerk for The Honorable Kevin G. Callahan, J.S.C. **Catherine's** career continued to rise and from 2010 to 2017 she became Assistant Prosecutor in the Hudson County Prosecutor's Office, then Assistant County Counsel and currently as Chief Counsel for the Hudson County Department of Family Services; and,


**WHEREAS, Catherine Healy-Tiscornia** has a long history of serving Jersey City. **Catherine** is a member of several professional organizations including the State of New Jersey Bar, Hudson County Bar Association and North Hudson Lawyers Club; and,

**WHEREAS, Catherine Healy-Tiscornia** is proud to be a Jersey City lifelong resident. **Catherine** is married to Jude-Anthony Tiscornia and have two beautiful daughters, Anna 7 years old and Catherine 4 years old. **Catherine** and her family are active in St. Michael Sport's Association, and enjoy watching their daughter play basketball; and,

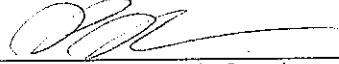
**WHEREAS,** in recognition of all the accomplishments listed above, **Catherine Healy-Tiscornia** has been nominated by Ward D Councilman Michael Yun to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Catherine Healy-Tiscornia** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: 

APPROVED: 

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

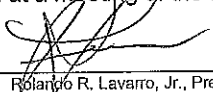
APPROVED 7-0

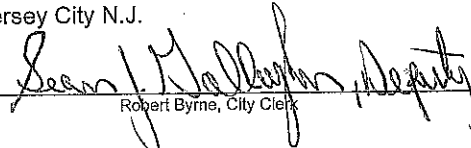
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.	✓		

✓ 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-237

Agenda No. 10.Z.34

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING CARMEN TORRES-IZQUIERDO 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Carmen Torres-Izquierdo was born and raised in Buffalo, New York. Carmen Torres-Izquierdo received her Bachelor's degree from the SUNY Binghamton and later settled in Brooklyn, N.Y; and,

**WHEREAS**, in 1997, Carmen Torres- Izquierdo relocated to Jersey City along with her two daughters, Crystal and Lillian. ASPIRA Inc. of N.J, an education-focused organization, hired Carmen as an AmeriCorps Program manager. Carmen worked her way up to Vice President of the statewide organization. Advocating on behalf of children and parents, Carmen formed collaborations and partnerships there with community agencies, such as PACO, and with colleges to plan, develop and implement programs for youth and parents; and,

**WHEREAS**, in 2004, Carmen Torres- Izquierdo became Vice President of Latino Institute, Inc. Carmen's work expanded to organizing local, national and International conferences and programs for college students in countries around the world; and,

**WHEREAS**, since Carmen Torres-Izquierdo's priority has always been her two daughters, Crystal and Lillian, Carmen became involved in their elementary school becoming the PTA President at Michael Conti P.S. #5. Carmen's advocacy continued as a community representative on the School Management team working with other parents on a statewide level; and,

**WHEREAS**, Carmen Torres-Izquierdo has been active on many community boards, including as the Board Secretary for the University Academy Charter High School. Carmen also champions on behalf of her culture and has now served for over 10 years on the New Jersey Performing Arts Center (NJPAC) Latino Advisory Council; and,

**WHEREAS**, in recognition of all the accomplishments listed above, Carmen Torres-Izquierdo has been nominated by Councilman At-Large Daniel Rivera to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that Carmen Torres-Izquierdo is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

\_\_\_\_\_  
Rafael R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-238

Agenda No. 10.Z.35

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING BESS MORRISON 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Bess Morrison** is originally from Springfield, New Jersey. **Bess** attended and graduated from Grammar and High School in Springfield before earning a Bachelor of Science in Music Education and Voice from Gettysburg College in Pennsylvania; and

**WHEREAS, Bess Morrison's** involvement in her Jersey City Community started when she was asked to volunteer at the Brennan Coffee House. Soon after, **Bess** became the founding President of the Family School Association at The Ethical Community Charter School after **Bess's** son Logan began school there; and,

**WHEREAS, while at TECCS** she met fellow parent Heather Wahl, Artistic Director of Speranza Theatre Company, whose mission is to create collaborative theatre centered on women's issues. **Bess** was asked to join the Board of Speranza, and is currently serving as Board President; and.

**WHEREAS, Bess Morrison** has become extremely involved in supporting refugees who have resettled in Jersey City. **Bess** has become an active member of *Welcome Home* an organization that assists recently resettled refugee families in a variety of different ways. **Bess** is currently on the *Welcome Home* Board. **Bess** also helped to organize a Get Out the Vote campaign in Port Liberte, where she and her family live. **Bess's** Get Out the Vote significantly increased voter turnout; and,

**WHEREAS, Bess Morrison** and her husband Fred produced a documentary "*When Voices Meet*" which won Best Documentary at the Jersey City International TV and Film Festival in 2015. **Bess** teaches voice and beginning piano from her home, and is currently performing in "*Into the Woods*" with Theatre 2020 in Brooklyn Heights; and,

**WHEREAS, in recognition of all the accomplishments listed above, Bess Morrison** has been nominated by Ward A Councilwoman Denise Ridley to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Bess Morrison** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-239

Agenda No. 10.Z.36

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING AMANDA BLUE 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Amanda Blue** is the youngest of five children born in Jersey City. **Amanda** is mother to her loving daughters, Kayla and Jayda, and a servant of the community; and,

**WHEREAS, Amanda Blue** is a graduate of James J. Ferris High School and attended New Jersey City University Upward Bound Program. **Amanda** has worked for the Jersey City Police Department as a Senior Public Safety Telecommunicator for thirteen years. **Amanda** can handle up to 100 calls at any given time as well as respond to as many as 25-30 officers, sergeants and deputy chiefs; and,

**WHEREAS, Amanda Blue** handles her calls at the Jersey City Police Department with ease, keeping the callers calm while providing the specifics of who, what, where, when, how and why for the sake of the public and the safety of the officers. **Amanda** has also successfully trained many civilians and officers in the command center; and,

**WHEREAS, Amanda Blue** is an active member of B.L.E.S.C., Blacks in Law Enforcement Servicing the Community and enjoys participating in various activities with them to benefit children and families in the community such as the P.S. #15 Mentoring Program, B.L.E.S.C. Back to School Book bag Giveaway, Holiday Turkey Giveaway and Rock the Block On Monday evenings, **Amanda** enjoys Bingo with the wonderful senior women from Curries Woods, Golden Girls Sunshine Group; and,

**WHEREAS, Amanda Blue** is known for her bubbly personality, bright smile and her love for the Jersey City community; and,

**WHEREAS, in recognition of all the accomplishments listed above, Amanda Blue** has been nominated by Councilman At-Large Daniel Rivera to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Amanda Blue** is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res: 19-240

Agenda No. 10.Z.37

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING AFAF MUHAMMAD 2019 WOMEN OF ACTION HONOREE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Afaf Muhammad was born and raised in Jersey City, New Jersey to parents with an extensive background in volunteer services in their Jersey City community. Afaf followed in their footsteps as a youth and social justice activist; and,

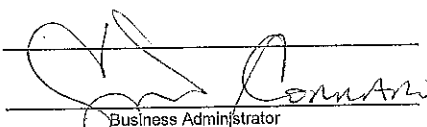
**WHEREAS**, after graduating from Dickinson's adult evening High School, Afaf Muhammad attended Plaza School of Technology, Lincoln Technical School and is currently working on her psychology degree through Argosy University. Afaf has held a variety of job positions through the years; postal sorter for the U.S. Postal Service, a barista, a sales clerk, AutoCad operator, and manager at Starbucks and Gap Kids. She is also a Certified Identity Theft Risk Management Specialist, a Reiki Master & teacher and an ordained minister of the Universal Life Church; and,

**WHEREAS**, Afaf Muhammad's experience as a single parent to her four daughters has contributed to her desire to volunteer and help other parents and children in Jersey City. Afaf has been Vice President of P.S. #23's Parent Council, is a parent representative for Jersey City on Title 1 "Every Student Succeeds" Act Committee and is a parent mentor at Haven Adolescent Community Respite Center. Afaf is currently the point person for the Boys & Girls Club at Marion Gardens where she assists children with their homework and activities to increase the children's social interactions in the community; and,

**WHEREAS**, Afaf Muhammed is the co-founder of HudInfoNews a grass a grassroots nonprofit organization where Afaf volunteers as a photographer and writer and has been on the I Love Greenville steering committee since 2016; and,

**WHEREAS**, in recognition of all the accomplishments listed above, Afaf Muhammad has been nominated by Ward B Councilwoman Mira Prinz-Arey to be named a 2019 Woman of Action as part of Jersey City's annual Women's History Month festivities.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that Afaf Muhammd is hereby recognized and congratulated for being named a 2019 Woman of Action.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

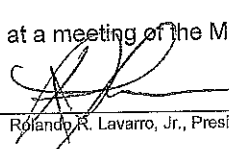
APPROVED 7-0

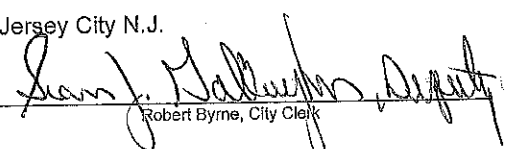
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.	✓		

✓ 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-241

Agenda No. 10.Z.38

Approved: MAR 13 2019

TITLE:

## RESOLUTION RECOGNIZING JOHN CORRY SHORT 2019 FRIENDLY SONS OF ST PATRICK'S IRISHMAN OF THE YEAR



WHEREAS, the Society of the **Friendly Sons of St. Patrick** was first established in 1771 as a charitable organization chartered to support fellow Irish immigrants in need, and the **Hudson County Chapter of the Friendly Sons of St. Patrick** was founded in 1962 to honor the Society's original goal of serving the community through its efforts to raise funds for Project Children, as well its efforts to provide scholarship opportunities; and

WHEREAS, each year, the **Friendly Sons of St. Patrick of Hudson County** honors an individual who has made a significant contribution to the community, has demonstrated the values of the **Friendly Sons of St. Patrick**, and has brought honor to all **Irish-Americans**; and

WHEREAS, this year's honoree is Jersey City retired Police Chief **John Corry Short**. Corry was born in the heart of Jersey City's Horseshoe at St Francis Hospital in 1953. The son of Francis Short and Eileen (Corry), and brother to Francis, Maureen & Michael; and

WHEREAS, Corry attended St. Joseph & St. Aloysius Grammar School and graduated in 1971 from Hudson Catholic Regional High School. He continued his education at Saint Peter's University earning an MBA in Management Information Systems and a BS in Computer Science; and

WHEREAS, while pursuing his studies at St Peter's University, Corry also pursued the love of his life Ellen Hearn. **John Corry Short's** life changed when in 1980 he joined the Jersey City Police Department and married the beautiful Ellen at Saint Nicholas Church, their home parish to this day; and

WHEREAS, while Corry and Ellen worked hard at their respective careers, John with the Jersey City Police Department and Ellen as a teacher at Ferris High School and then as Building Supervisor and Chair of the Mathematics Department at McNair Academy, they were blessed with four beautiful and talented children, John, Jennifer, Daniel, and Thomas; and,

WHEREAS, **John Corry Short** continued his education over the years attending and graduating from the prestigious Northwestern School of Police Staff and Command. Corry served 39 1/2 years with the Jersey City Police Department where he rose through the ranks to Deputy Chief of Police; and,

WHEREAS, During his career Corry was Chief of Support Services, Chief of Detectives, Acting Chief of Police, and as Project Manager for the construction of the Bishop Street Public Safety Communications Center and the rebuilding of the Captain James Weatherall Pistol Range after super storm Sandy; and

WHEREAS, **John Corry Short** is a proud Irish grandfather to his grandson Mason and looks forward to passing on his love of the Irish Culture to him now that he is retired;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council that Jersey City hereby commends **John Corry Short** for being named **Irishman of the Year 2019** by the **Friendly Sons of Saint Patrick of Hudson County**.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-242

Agenda No. 10.Z.39

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING SISTER MARY LOU HAYDEN ST. PATRICK AWARD 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Sister Mary Lou Hayden**, as the **St. Patrick Award** winner for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **St. Patrick Award Winner Sister Mary Lou Hayden** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade St. Patrick Award Winner Sister Mary Lou Hayden** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-243

Agenda No. 10.Z.40

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING BATTALION CHIEF SEAN J. VERDI IRISH FIREFIGHTER OF THE YEAR 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Battalion Chief Sean J. Verdi**, 1<sup>st</sup> Battalion Chief in Downtown Group B to be named **Irish Firefighter of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irish Firefighter of the Year Battalion Chief Sean J. Verdi** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irish Firefighter of the Year Battalion Chief Sean J. Verdi** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-244

Agenda No. 10.Z.41

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING HELEN CECELIA MARIE DEEGAN HALL OF FAME 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Helen Cecelia Marie Deegan**, a proud Irish woman and dedicated member of the **St. Patrick's Day Parade Committee** for over 36 years, to be inducted in to the **Hall of Fame** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Hall of Fame Inductee Helen Cecelia Marie Deegan** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Hall of Fame Inductee Helen Cecelia Marie Deegan** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

APPROVED: \_\_\_\_\_

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-245

Agenda No. 10.Z.42

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING DETECTIVE ED DOLAN, JCPD IRISH POLICE OFFICER OF THE YEAR 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Detective Ed Dolan**, of the Jersey City Police Department, to be named **Irish Police Officer of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irish Police Officer of the Year Detective Ed Dolan** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irish Police Officer of the Year Detective Ed Dolan** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

\_\_\_\_\_  
Rafael R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-246

Agenda No. 10.7.43

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING CATHY MEYERS O'CALLAHAN IRISHWOMAN OF THE YEAR 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and,

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Cathy Meyers O'Callahan**, highly respected coach and educator, to be named **Irishwoman of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irishwoman of the Year Cathy Meyers O'Callahan** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irishwoman of the Year Cathy Meyers O'Callahan** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



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

City Clerk File No. Res. 19-247

Agenda No. 10.Z.44

Approved: MAR 13 2019

TITLE:



## RECOGNIZING STEVEN J. JOB IRISH EMERGENCY MEDICAL TECHNICIAN OF THE YEAR 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Steven J. Job**, of the Jersey City Medical Center, to be named **Irish EMT of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irish EMT of the Year Steven J. Job** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irish EMT of the Year Steven J. Job** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

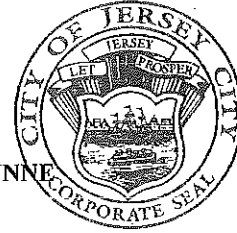
City Clerk File No. Res. 19-248

Agenda No. 10.Z.45

Approved: MAR 13 2019

TITLE:

**RESOLUTION RECOGNIZING MEGAN ELIZABETH DUNNE  
MISS COLLEEN  
2019 JERSEY CITY SAINT PATRICK'S DAY PARADE**



**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

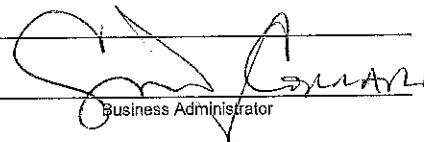
**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Megan Elizabeth Dunne**, an outstanding sophomore at Saint Dominic Academy, to be named **Miss Colleen** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Miss Colleen Mary Elizabeth Dunne** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Miss Colleen Megan Elizabeth Dunne** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED:

  
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:

Certification Required ☐

Not Required ☐

APPROVED

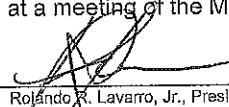
7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-249

Agenda No. 10.2.46

Approved: MAR 13 2019

TITLE: **RESOLUTION RECOGNIZING JAMES F. CAULFIELD, JR.  
IRISHMAN OF THE YEAR  
2019 JERSEY CITY SAINT PATRICK'S DAY PARADE**



**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **James F. Caulfield, Jr.**, of Fields Development Group and Fields Construction Company (newly named Kattera), to be named **Irishman of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irishman of the Year James F. Caulfield, Jr.** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irishman of the Year James F. Caulfield, Jr.** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-250

Agenda No. 10.Z.47

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING WALTER "GREG" KIERCE GRAND MARSHAL 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Greg Kierce**, Director of the Office of Emergency Management, to be named **Grand Marshal** of the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Grand Marshal Walter "Greg" Kierce** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Grand Marshal Walter "Greg" Kierce** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-251

Agenda No. 10.7.48

Approved: MAR 13 2019

TITLE:

**RESOLUTION RECOGNIZING BRENNAN'S FLORIST  
TERENCE MCNEIL BRENNAN  
IRISH BUSINESS OF THE YEAR  
2019 JERSEY CITY SAINT PATRICK'S DAY PARADE**



**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Terence McNeil Brennan & Brennan's Florist**, to be named **Irish Business of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irish Business of the Year Brennan's Florist & owner Terence McNeil Brennan** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irish Business of the Year Brennan's Florist and owner Terence McNeil Brennan** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-252

Agenda No. 10.Z.49

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING ANNISIA CIALONE HONORARY IRISHWOMAN OF THE YEAR 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Annisia Cialone**, Director of the Department of Housing, Economic Development and Commerce, to be named **Honorary Irishwoman of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Honorary Irishwoman of the Year Annisia Cialone** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Honorary Irishwoman of the Year Annisia Cialone** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-253

Agenda No. 10.Z.50

Approved: MAR 13 2019

TITLE:



## RESOLUTION RECOGNIZING AMY DEGISE IRISH EDUCATOR OF THE YEAR 2019 JERSEY CITY SAINT PATRICK'S DAY PARADE

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Amy DeGise**, of County Prep High School, to be named **Irish Educator of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Irish Educator of the Year Amy DeGise** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Irish Educator of the Year Amy DeGise** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-254

Agenda No. 10.Z.51

Approved: MAR 13 2019

TITLE:

**RESOLUTION RECOGNIZING ADAM LAICO  
HONORARY IRISHMAN OF THE YEAR  
2019 JERSEY CITY SAINT PATRICK'S DAY PARADE**



**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the City of Jersey City is proud to recognize the **Saint Patrick's Day Parade Committee**, along with all of this year's honorees, during the annual **Irish Flag Raising Ceremony** on **Friday, March 1, 2019**; and

**WHEREAS**, each year during the **Irish Flag Raising Ceremony**, the **Saint Patrick's Day Parade Committee** honors individuals who have made a significant impact on the City of Jersey City as well as the **Irish-American** community; and

**WHEREAS**, at the 2019 Irish Flag Raising Ceremony, the **Saint Patrick's Day Parade Committee** has selected **Adam Laico**, manager and operator of Laico's Restaurant and manager at the Jersey City Motor Vehicle Agency, to be named **Honorary Irishman of the Year** for the 2019 Saint Patrick's Day Parade; and,

**WHEREAS**, the elected officials representing the City of Jersey City are proud to join **Honorary Irishman of the Year Adam Laico** and the 2019 honorees in the annual **Saint Patrick's Day Parade** on **Sunday, March 10, 2019**;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council, do hereby commend **2019 Saint Patrick's Day Parade Honorary Irishman of the Year Adam Laico** during the **Irish Flag Raising Ceremony**, along with the 2019 honorees and Jersey City's Irish-American community.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			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 of the City of Jersey City, N.J.

City Clerk File No. Res. 19-255

Agenda No. 10.Z.52

Approved: MAR 13 2019

TITLE:



## **RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO CONSTRUCT AND MAINTAIN INDOOR VERTICAL GARDENS AT VARIOUS CITY-OWNED PROPERTIES**

COUNCIL  
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND

**WHEREAS**, the City of Jersey City (City) desires to promote healthy eating, increase knowledge of ways to prevent nutrition related illnesses and diseases, to make available to citizens healthy locally grown vegetables; and

**WHEREAS**, the City desires to award a concession contract for the construction and maintenance of indoor vertical gardens at various City-owned properties; and

**WHEREAS**, the City will pay for the construction and maintenance of the indoor vertical gardens at various City-owned properties; and

**WHEREAS**, the indoor vertical gardens shall be in publicly accessible areas, shall produce vegetables for food consumption, and shall provide an education and awareness component to the public; and

**WHEREAS**, the City does not foresee any risk in awarding this concession because it expects the concession contractor to indemnify the City in connection with the construction and maintenance of the indoor vertical gardens ; and

**WHEREAS**, there is no estimated total value of this concession for the contractor outside of the fees to be paid by the City to the contractor for the installation and maintenance of the equipment and other provision of services; and

**WHEREAS**, it is estimated that as a result of awarding this concession, the City will be able to provide the local public with fresh vegetables for consumption; and

**WHEREAS**, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

**WHEREAS**, in exchange for awarding this concession, the City shall permit the concession contractor to construct and maintain indoor vertical gardens at various City-owned properties y; and

**WHEREAS**, the City intends to use the competitive contracting process to award this contract; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(j) and N.J.A.C. 5:34-9.4 authorize the City to use competitive contracting to award concession contracts; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

City Clerk File No. Res. 19-255Agenda No. 10.2.52 MAR 13 2019

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE  
CONTRACTING TO AWARD A CONCESSION CONTRACT TO  
CONSTRUCT AND MAINTAIN INDOOR VERTICAL GARDENS AT  
VARIOUS CITY-OWNED PROPERTIES**

**WHEREAS**, N.J.A.C. 5:34-9.4(b)(5) specifically states that "concessions are specifically deemed to include [...] the donation, sale, installation, or maintenance of equipment or facilities for use of the contracting unit."

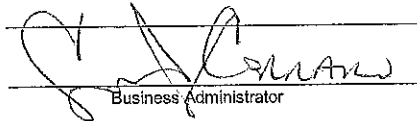
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

(1) the above recitals are incorporated herein by reference;

(2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to a concession contractor for the construction and maintenance of indoor vertical gardens at various City-owned properties.

JMcK/RR  
3/7/2019

APPROVED:

  
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:

Certification Required ☐Not Required ☐

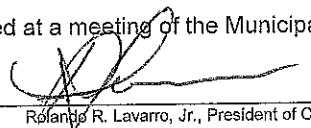
APPROVED 6-1

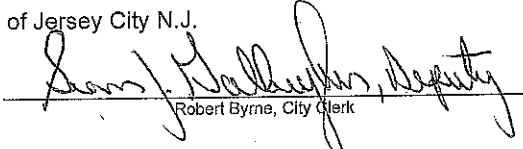
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSENT			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES.		✓	

✓ 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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO CONSTRUCT AND MAINTAIN INDOOR VERTICAL GARDENS AT VARIOUS CITY-OWNED PROPERTIES**

**Initiator**

Department/Division	Business Administrator	
Name/Title	Brian Platt	Business Administrator
Phone/email	(201) 547-4642	<a href="mailto:BPlatt@icnj.org">BPlatt@icnj.org</a>

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 desires to authorize the use of competitive contracting to award a concession contract to promote healthy eating, increase knowledge of ways to prevent nutrition related illnesses and diseases, to make available to citizens healthy locally grown vegetables.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

## CITY OF JERSEY CITY DEPARTMENT OF LAW

CITY HALL • 280 GROVE STREET • JERSEY CITY, NJ 07302  
PHONE (201) 547-5229 • FAX (201) 547-5230



PETER J. BAKER  
CORPORATION COUNSEL

### MEMORANDUM

**TO:** City Council

**FROM:** John McKinney

**DATE:** March 7, 2019

**SUBJECT:** Procurement of a concession to construct and maintain indoor vertical gardens at various City-owned properties

The City of Jersey City (City) is seeking to promote healthy eating, increase knowledge of steps to limit and prevent nutrition related illnesses and diseases, and to lower barriers to access healthy, locally grown vegetables. To meet these, the City is seeking a vendor that will construct and maintain Indoor Vertical Gardens ("Gardens") at a variety of sites across the City that are owned by the City and other public entities. The Gardens shall be in publicly accessible areas, shall produce vegetables for food consumption, and shall provide an education and awareness component.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award concession contracts. N.J.S.A. 40A:11-2(37) defines a concession as, "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Since the Gardens will be built and maintained on public property, the City intends to award the contract for the provision of such services as a concession. N.J.A.C. 5:34-9.4(b)(5) specifically identifies this type of contract as a concession. In particular, it states that "concessions are specifically deemed to include [...] the donation, sale, installation, or maintenance of equipment or facilities for use of the contracting unit."

The Competitive Contracting Law requires that the City publicly solicit proposals. Pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing procurement of any concession, the Municipal Council must pass a resolution authorizing the procurement of a concession. In

addition, pursuant to N.J.A.C. 5:34-9.4(d)(1), the Municipal Council must also obtain from legal counsel an opinion regarding the legality of procuring the concession.

Based upon a review of the statute and regulations governing concession contracts, it is the Law Department's opinion that a contract with a contractor to install and maintain Gardens on public property that will produce locally grown vegetables for consumption by the public satisfies the definition of a concession. In particular, the City will be paying the contractor for the construction and maintenance of Gardens on City owned properties to produce consumable goods for the public. The installation and maintenance of such Gardens on City owned properties for such services requires the approval or endorsement of the City and involves a fee paid by the City for the provision of services by and to the City. Therefore, such a contract appears to fall within the definition of a concession as defined in N.J.S.A. 40A:11-2(37).