

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

City Clerk File No. Res. 10-077

Agenda No. 10.A

Approved: FEB 17 2010

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2010 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 Fiscal Year 2010 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 Fiscal Year 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$439,071,937.

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:

	FROM	TO
20-110 MAYOR'S OFFICE OE	29,500	36,500
20-100 BUSINESS ADMINISTRATOR OE	40,000	60,000
20-155 LAW OE	550,000	750,000
28-370 RECREATION OE	220,000	276,000
20-105 PERSONNEL OE	41,375	70,375
20-170 HEDC DIRECTOR OE	15,675	21,675
22-195 CONSTRUCTION CODE OE	76,500	109,000
22-196 TENANT LANDLORD RELATIONS OE	10,050	10,550
27-360 COMMUNITY DEVELOPMENT OE	2,750	4,050
22-197 COMMERCE OE	21,125	33,125
22-171 ECONOMIC DEVELOPMENT OE	4,350	4,850
27-335 DIVISION OF SENIORS AFFAIRS OE	67,475	83,475
27-330 HHS DIRECTORS OFFICE OE	24,325	36,325
21-180 CITY PLANNING OE	8,150	10,650
22-198 HOUSING CODE ENFORCEMENT OE	28,898	41,623
21-181 PLANNING BOARD	61,650	72,300
21-185 BOARD OF ADJUSTMENT	48,135	68,785
29-390 FREE PUBLIC LIBRARY	6,000,000	6,900,000
21-186 ZONING OFFICER OE	11,550	15,150
30-412 CELEBRATION OF PUBLIC EVENTS	5,000	9,500
30-415 ACCUMULATED ABSENCES	5,500,000	6,500,000
31-432 MUNICIPAL RENT	2,450,000	3,120,000
30-418 ETHICAL STANDARDS BOARD	10,000	15,000
46-885 TAX APPEALS PRINCIPAL	5,000,000	7,643,797
42-400 JERSEY CITY PARKING AUTHORITY	812,000	917,000
ROID-(Recreational Opportunity Individual Disability)	0	24,000
NJDOT-(Newark Ave Roadway Improvements)	0	4,311,708
PORSCHÉ	195,000	201,900
SENIOR NUTRITION PROGRAM	0	57,823
SENIOR NUTRITION PROGRAM- ARRA	0	130,169
SENIOR AFFAIRS	0	65,000

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TITLE: **FEB 17 2010**

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2010 Municipal Budget.

APPROVED: *Anna Marie CVO* APPROVED AS TO LEGAL FORM

APPROVED: *B. O'Reilly* Business Administrator _____ Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/17/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP		✓		FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-078

Agenda No. 10.B

Approved: FEB 17 2010



TITLE: **RESOLUTION AUTHORIZING THE EXTENSION OF TERM OF A LICENSE AGREEMENT WITH RAV GROUP, LLC FOR THE USE OF CITY OWNED PROPERTY LOCATED AT BLOCK 1471.D LOT 1.C LOCATION 446-448 OCEAN AVENUE**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is the owner of Block 1471.D Lot 1.C Address 446-448 Ocean Avenue; and

WHEREAS, Rav Group, LLC has been utilizing said properties for the purpose of repairing 450 Ocean Avenue which is owned by Rav Group, LLC since November 7, 2007; and

WHEREAS, as per the attached letter from Rav Group, LLC they are requesting another extension for an additional two months; and

WHEREAS, Rav Group, LLC will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

WHEREAS, the term of the License shall be from Monday thru Friday 8:00 A.M. to 5:00 P.M. for two (2) months expiring on April 2, 2010.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator be authorized to:

1. Execute an Amended License Agreement granting permission to Rav Group, LLC to enter onto Property owned by the City of Jersey City from Monday thru Friday from 8:00 A.M. to 5:00 P.M. for two (2) months expiring on April 2, 2010.
2. The Amended License Agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate; and
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

APPROVED: Ann Marie Miller
Ann Marie Miller, Real Estate Manager

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

2010005

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2/17/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

Rav Group, LLC

81-83 Vesey Street, Newark, NJ 07105
Office: 973-491-0403 & Fax: 973-491-0432

Sent via fax: 201-547-5711
Attention: Ms. Ann Marie Miller

January 25, 2010

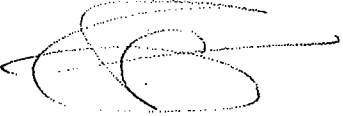
Ms. Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

RE: Block 1471.D Lot 1.C
Address: 446-448 Ocean Avenue

Ms. Miller:

Please accept this letter as our request to extend the license agreement along with the key to the gate for the above reference city-owned properties for approximately two (2) months.

Sincerely,



Colleen Pires
Rav Group, LLC

AMENDED LICENSE AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2010 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of the New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **RAV GROUP, LLC** 81-83 Vessey Street, Newark, New Jersey 07105.

WITNESSETH that:

1. The City is the owner of certain property located at Block 1471.D Lot 1.C Location 446-448 Ocean Avenue .
2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever: to enter onto City Property to repair the property located at 450 Ocean Avenue.
3. This License is from Monday thru Friday 8:00 A.M. to 5:00 P.M. for two months expiring on April 2, 2010.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements are permitted on the City Property.
6. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, or on

11. All Notices between the parties hereto shall be address and delivered to the following:

City: City of Jersey City
Office of Real Estate
Room B10 City Hall
280 Grove Street
Jersey City, New Jersey 07302

Licensee: Rav Group, LLC
81-83 Vessey Street
Newark, New Jersey 07105

12. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

13. Licensee shall at its own cost and expense, restore the property to the same condition it was in prior to the commencement date of this License to the reasonable satisfaction of the City .

14. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

15. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reasons or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

16. The City reserves the right to terminate the License at any time during the term hereof with or without cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon (10) days prior written notice to Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian O' Reilly
Business Administrator

WITNESS:

RAV GROUP, LLC

Jack Pires
Managing Member

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

City Clerk File No. Res. 10-079

Agenda No. 10.C

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") has and continues to have need of storage space for equipment used by the City's Fire and Emergency Services; and

WHEREAS, 18 Ash Street Realty, LLC, as lessor, entered into a one-year lease (the "Lease") with the City, as lessee, for 6,000 square feet of storage space at 46 State Street, Jersey City, New Jersey (the "Premises") under the authority of Ordinance 06-033, another one-year renewal lease (the "First Renewal Lease") under the authority of Ordinance 07-051, a second one-year renewal lease (the "Second Renewal Lease"), under the authority of Ordinance 07-181 and a third one-year renewal lease (the "Third Renewal Lease") under the authority of Ordinance 08-149; and

WHEREAS, the Third Renewal Lease ended on December 31, 2009, but, at paragraph 2, permits the City to enter into a fourth renewal of the Lease for the time period between January 1, 2010 and December 31, 2010 under the same terms, provisions, covenants and conditions as set forth in the Third Renewal Lease, except for the amount of rent which shall be increased by five percent (5%) over the \$4,190 per month payable under the Third Renewal Lease; and

WHEREAS, the City will, therefore, pay to the lessor the monthly base rent of \$4,400.00, which is \$52,800.00, annually; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance, acquire property by lease; and

WHEREAS, funds in the amount of \$52,800.00 are available in Account No. 10-17-289-56-000-002.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with 18 Ash St, LLC for storage space for equipment used by the City's Fire and Emergency Services located at 46 State Street, Jersey City, New Jersey.
2. The term of the Lease shall be one (1) year commencing on January 1, 2010 and ending on December 31, 2010.
3. The total rental fee shall not exceed \$52,800 and shall be payable in 12 equal installments of \$4,400.00 per month, payable on the first day of each month.
4. Funds in the amount of \$ 52,800.00 are available in Account No.10-17-289-56-000-002.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY

- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

I, _____ Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$52,800.00 are available in Account No.10-17-289-56-000-002.

JD/cw
1/25/10
No. 2010016

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

WITHDRAWN

FOURTH RENEWAL LEASE

WHEREAS, on January 1, 2006, *the City of Jersey City*, 280 Grove St., Jersey City, New Jersey 07302, as Lessee (the "City"), and *18 Ash Street Realty, LLC*, having an office at 44 State Street, Jersey City, New Jersey 07304, as Lessor, entered into an Agreement of Lease (the "Lease Agreement") wherein the City rented 1,000 sq. ft. of space located at 46 State Street, Jersey City, New Jersey (the "Premises"), for the term of one-year at the base rent of \$45,600.00 (the "Base Rent"), the Lease Agreement being a "net lease" with taxes and other costs paid directly by the City; and

WHEREAS, the Premises have been used for storage space for the City's Fire and Emergency Services;

WHEREAS, the Lease Agreement was authorized by City Council Ordinance 06-033; and

WHEREAS, the Lease Agreement was thereafter renewed three times and approved by the City Council as Ordinance 07-051, Ordinance 07-181 and Ordinance 08-149, respectively; and

WHEREAS, the Third Renewal Lease provided for an increase in the Fourth Renewal Lease of five percent (5%) in the rent payable to the Lessor

WHEREAS, the City has determined that it is in its best interests to again renew the Lease Agreement on the terms and provisions heretofore approved, with the five percent (5%) increase in rent provided for in the Third Renewal Lease as approved by Ordinance 08-149.

NOW, THEREFORE, in consideration of the Premises, the rent payable hereunder, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencing on January 1, 2010, the base rent payable to the landlord shall be \$52,800.00 per annum (the "Rent"), payable in twelve (12) equal monthly installments of \$4,400.00, with all other costs, including utilities and taxes paid by the Lessee to the Lessor.

2. The Lessor agrees to give the lessor a "Fourth Renewal Lease" for the next ensuing year, January 1, 2010 through December 31, 2010, again with a five percent (5%) increase in the Rent for the calendar year 2011, which shall be \$55,4400.00, payable in twelve (12) equal monthly installments of \$4,620.00.

3. All other terms, provisions, covenants, and conditions contained in the original Lease Agreement dated January 1, 2006 will remain in full force and effect.

LESSEE
CITY OF JERSEY CITY

By: _____
Mayor or Business Administrator

LESSOR:
18 ASH STREET REALTY, LLC

By: _____
Peter Gargiulo, Managing Member

ATTEST:

ATTEST:

Robert Byrne, City Clerk

, Member

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

City Clerk File No. RBs. 10-080

Agenda No. 10.D

Approved: FEB 17 2010

TITLE:



RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON DECEMBER 29, 2009 FOR TEN (10) 2010 HARLEY DAVIDSON FLHP ELECTRA GLIDE SOLO CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES FOR THE POLICE AND DEPARTMENT OF PUBLIC WORKS / AUTOMOTIVE DIVISION

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 Harley Davidson Enforcement Motorcycles for the City of Jersey City (City); and

WHEREAS, the City accepted bids on December 29, 2009 from two bidders Highroads Harley Davidson and Barb's Harley Davidson; and

WHEREAS, Barb's Harley Davidson submitted the low bid of \$ 141,500.00; and

WHEREAS, various changes need to be made to the original bid specification to include model, year and additional options such as bigger engines, lights and sirens; and

WHEREAS, these changes are necessary for law enforcement officers when responding to emergency calls for their safety and the general public as a whole; and

WHEREAS, the City desires to reject all bids received on December 29, 2009; and

WHEREAS, N.J.S.A. 40A:11-13.2(d) authorizes the rejection of all bids when the City desires to substantially revise bid specifications; and

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on December 29, 2009 for Harley Davidson Enforcement Motorcycles are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

APPROVED: Rodney W. Hickey
Rodney W. Hickey, Director, Department of Public Works

APPROVED: [Signature]
Business Administrator

RWH/sb
February 03, 2010

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2/17/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-081
Agenda No. 10.E
Approved: FEB 17 2010
TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL, OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, GLENVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, Lafayette Family Phase V Urban Renewal Associates, L.P. (hereinafter Referred to as the "Sponsor") propose to construct a mixed income family housing project consisting of sixty-four (64) townhouse units in eight (8) buildings (hereinafter referred to as the 'Project') pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated there under at N.J.A.C. 5:80-1.1 et seq. and all applicable guidelines promulgated there under (the foregoing hereinafter collectively referred to as the "HMFA requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as part of Block 2088.1, a portion of lot 11 (proposed as Lot 11 C) and Lot 5 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as Glenview Townhomes Phase II East and West which is located at and 511 Grand Street, Jersey City, NJ 07302 and 296 Woodward Street, Jersey City, NJ 07304; and

WHEREAS, the Project will contain thirty-eight (38) public housing units affordable to households up to 80% of the Hudson County median income level adjusted for family size (of which 33 are limited to households whose income does not exceed 60% of Hudson County Median Income); eighteen (18) units affordable to households at or below 60% of the Hudson County median income level adjusted for family size; and eight (8) market rate units; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, the Project will be subject to requirements of the New Jersey Department of Community Affairs; (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A 52:27D-320 and applicable rules promulgated there under at N.J.A.C 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

Agenda No. Res. 10-081

Approved 10.E FEB 17 2010

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL, OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, GLENVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.**

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

1. The Council finds and determines that Lafayette Gardens Family Housing Phase VII as proposed by the Sponsor meets or will meet an existing housing need;
2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: *Carl G. Gagliardi* APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* Corporation Counsel

[Signature] Business Administrator

Certification Required

Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/17/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan **Peter M. Brennan**, President of Council

Robert Byrne **Robert Byrne**, City Clerk

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

City Clerk File No. Res. 10-082
 Agenda No. 10.F
 Approved: FEB 17 2010
 TITLE: _____



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, A. HARRY MOORE PHASE IV, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.

COUNCIL _____ offered and moved adoption of the following resolution:

WHEREAS, AHM Housing Associates IV, LLC ("Sponsor") proposes to construct a fifty-six (56) unit affordable housing project ("Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated hereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder ("HMFA" Requirements") within the City of Jersey City on a site located on part of the former A. Harry Moore public housing site at Block 1651, Lot 6 as shown on the Official Assessment Map of the City of Jersey City, Hudson County, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency ("Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the City of Jersey City hereby determines that there is a need for this housing project in Jersey City.

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

1. The City Council finds and determines that the 56-unit affordable rental Project proposed by the Sponsor meets or will meet an existing housing need;
2. The City Council does hereby adopt the within Resolution and makes the determination and finds herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: *Carl Gasplide* APPROVED AS TO LEGAL FORM *RS*
 APPROVED: *[Signature]* Corporation Counsel
 Business Administrator
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2/17/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-083

Agenda No. 10.G

Approved: FEB 17 2010

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED PROJECT, KNOWN AS THE SUMMIT AVENUE CENTER FOR OPPORTUNITY WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, Summit Avenue Center for Opportunity, LLC (hereinafter referred to as the "Sponsor") proposes to construct a residential building consisting of sixty (60) residential units, ground floor retail, and on site parking, of which fifty-eight residential units will be affordable units (56 moderate and 2 very low income) and two residential units will be market rate units (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lots 8.C, 8.E and 9.A (also identified on the Jersey City Tax maps as Lots 8.C, 8.E, 9.A, 10.A and 11.A) in Block 1917, as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 55 Clifton Place and 136 – 142 Summit Avenue, Jersey City, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE: **FEB 17 2010**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED PROJECT, KNOWN AS THE SUMMIT AVENUE CENTER FOR OPPORTUNITY WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.

COUNCIL _____ offered and moved adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

(1) The Council finds and determines that the Project proposed by the Sponsor, which includes the development of a residential building consisting of sixty (60) residential units, ground floor retail, and on site parking, of which fifty-eight residential units will be affordable units (56 moderate and 2 very low income) and two residential units will be market rate units, meets or will meet an existing housing need;

(2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: Carl Gasplidi APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator Corporation Counsel

2277764-01

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2/17/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-084

Agenda No. 10.H

Approved: FEB 17 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT
AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND
HUMAN SERVICES OFFICE ON AGING**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
of the following Resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs (City) is desirous of entering into a grant agreement with the County of Hudson Department of Health and Human Services Office on Aging (County) in order to provide meals to senior congregate sites and to homebound elderly over the age of 60 years to ensure their well being; and

WHEREAS, this grant is for the period of January 1, 2010 thru December 31, 2010 in the amount of \$1,053,500; and

WHEREAS, the City will provide monetary matching funds in the amount of \$263,375, which will be allocated under FY 2010 temporary budget; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging.

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

1. The Mayor and/or Business Administrator is authorized to accept for the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs a grant for calendar year 2010 in the amount of \$1,053,500 from County of Hudson Department of Health and Human Services Office on Aging.
2. The City will provide monetary matching funds in the amount of \$263,375.
3. The Mayor and/or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

[Signature]

[Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/17/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

**County of Hudson
Department of Health and Human Services
Area Agency on Aging**

Title III Subcontractor Agreement

Grant Agreement Number: #205

Contract Period: January 1, 2010 thru December 31, 2010

Project Name: City of Jersey City Senior Congregate Meals

Grantee: City of Jersey City, Dept. of Health & Human Services
Division of Senior Citizen Affairs

Project Director: Jerome Colwell

Address: 201 Cornelison Avenue
Jersey City, New Jersey 07304

Telephone: (201)547-6902 Fax: (201)547-6816

ATTACHMENTS

- A. Standard Language Document and Signature Page
- B. Notary by Clerk to Board of Chosen Freeholders
- C. Unit Cost Summary Page
- D. Detailed Budget Pages
- E. Programmatic Elements
- F. Grant Compliance Guidelines
- G. Reporting Requirements
- H. Contribution Guidelines
- I. Equipment Inventory Requirements
- J. Grievance Procedures
- K. Subcontractor Proposal

**County of Hudson
Department of Health and Human Services
Area Agency on Aging**

Title III Subcontractor Agreement

Grant Agreement Number: #206

Contract Period: January 1, 2010 thru December 31, 2010

Project Name: City of Jersey City Senior Home Delivered Meals

Grantee: City of Jersey City, Dept. of Health & Human Services
Division of Senior Citizen Affairs

Project Director: Jerome Colwell

Address: 201 Cornelison Avenue
Jersey City, New Jersey 07304

Telephone: (201)547-6902 Fax: (201)547-6816

ATTACHMENTS

- L. Standard Language Document and Signature Page
- M. Notary by Clerk to Board of Chosen Freeholders
- N. Unit Cost Summary Page
- O. Detailed Budget Pages
- P. Programmatic Elements
- Q. Grant Compliance Guidelines
- R. Reporting Requirements
- S. Contribution Guidelines
- T. Equipment Inventory Requirements
- U. Grievance Procedures
- V. Subcontractor Proposal

**County of Hudson
Department of Health and Human Services
Area Agency on Aging**

Title III Subcontractor Agreement

Grant Agreement Number: #207

Contract Period: January 1, 2010 thru December 31, 2010

Project Name: City of Jersey City Senior Weekend Meals

Grantee: City of Jersey City, Dept. of Health & Human Services
Division of Senior Citizen Affairs

Project Director: Jerome Colwell

Address: 201 Cornelison Avenue
Jersey City, New Jersey 07304

Telephone: (201)547-6902 Fax: (201)547-6816

ATTACHMENTS

- W. Standard Language Document and Signature Page
- X. Notary by Clerk to Board of Chosen Freeholders
- Y. Unit Cost Summary Page
- Z. Detailed Budget Pages
- AA. Programmatic Elements
- BB. Grant Compliance Guidelines
- CC. Reporting Requirements
- DD. Contribution Guidelines
- EE. Equipment Inventory Requirements
- FF. Grievance Procedures
- GG. Subcontractor Proposal

**County of Hudson
Department of Human Services
Area Agency on Aging**

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 SUBGRANTEE identified on the signature page.

Whereas the County of Hudson has approved certain moneys for the purchase of services related to the elderly; and

Whereas the County has designated the Hudson County Area Agency on Aging (“HCAAA”) of the County Department of Health and Human Services (“Department”) as the administrative office of the County responsible for the administration of monies allocated by the County for services under this Agreement; and

Whereas, the New Jersey Department of Health and Senior Services (the “NJDHSS”) 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 elderly service programs; and

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

THEREFORE the Department and the SUBGRANTEE 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 State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department 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 the document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. 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 SUBGRANTEE. 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 know 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 SUBGRANTEE in accordance with the provisions contained in this Contract.

II. Basic Obligation of the Department

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). 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 SUBGRANTEE, the Department shall make available to the SUBGRANTEE copies of federal and State regulations and other material specifically referenced in this document.

III. Basic Obligation of the SUBGRANTEE

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

Section 3.02 Reporting The SUBGRANTEE 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 specified, and sample forms to be used are included in the Annex (es), or otherwise made available by the Department.

Section 3.03 Compliance with Laws The SUBGRANTEE 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 P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer (SUBGRANTEE), 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 SUBGRANTEE agrees as follows:

The SUBGRANTEE 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 SUBGRANTEE will take to ensure that such applicants are recruited and employed.

The SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, 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 SUBGRANTEE 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 SUBGRANTEE's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SUBGRANTEE and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

The SUBGRANTEE and its subcontractors agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital

status. Affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency, which engages in direct or indirect discriminatory practices.

The SUBGRANTEE and its subcontractors 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.

The SUBGRANTEE and its subcontractors agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, martial status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The SUBGRANTEE and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures. In the administration of this Contract, the SUBGRANTEE shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System. The SUBGRANTEE's financial management system shall provide for the following:

- 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 SUBGRANTEE;
- b) records adequately identifying the source and application of all SUBGRANTEE funds and all funds administered by the SUBGRANTEE. 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 SUBGRANTEE 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 SUBGRANTEE;
- 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 SUBGRANTEE; and

- g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.08 Audit The Department requires submission of the SUBGRANTEE'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 SUBGRANTEE's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE continues to be subject to such audit until it is completed and resolved.

Section 3.09 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the SUBGRANTEE must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent SUBGRANTEE contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The SUBGRANTEE must determine of the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

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 SUBGRANTEE. The Department or SUBGRANTEE 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 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 SUBGRANTEE, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause. If the SUBGRANTEE 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 SUBGRANTEE in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

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 SUBGRANTEE 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 SUBGRANTEE'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 under any section of paragraph IV. Or Policy Circular P9.05, Contract Default, the SUBGRANTEE shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the SUBGRANTEE could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The SUBGRANTEE 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 SUBGRANTEE or assumed by another entity for any reason, including but not limited to changes in the corporate status of the SUBGRANTEE, 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 SUBGRANTEE.

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

Section 5.04 Indemnification. The SUBGRANTEE shall assume all risk of an responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and it employees from and against any and all claims, demands, suits, actions, recoveries, judgements 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 SUBGRANTEE's obligations under this Contract or any improper or deficient performance of the SUBGRANTEE'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 SUBGRANTEE under this Contract, nor shall they be construed to relieve the SUBGRANTEE from any liability nor preclude the State of New Jersey, 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 SUBGRANTEE shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the SUBGRANTEE fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the SUBGRANTEE, reduce payment to the SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE 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, SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE

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

A separate Contract confirmation letter shall be sent by the Department to the SUBGRANTEE prior to the effective date of the Contract. The confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized SUBGRANTEE signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), other than the Initial Advance Payment will be approved until the Bureau of Financial Reporting is in receipt of a properly executed confirmation letter.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be initiated that follows the same procedure as the Contract confirmation letter.

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 SUBGRANTEE management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the SUBGRANTEE during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Subgrantees that Contract with the Department are employees of the SUBGRANTEE, 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., Subgrantees 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 SUBGRANTEE acknowledges that it is an independent SUBGRANTEE, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the SUBGRANTEE 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 SUBGRANTEE acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with SUBGRANTEE through regulatory oversight and ensuring contractual performance, the SUBGRANTEE understands that the Department is not the employer of any SUBGRANTEE employees.

The SUBGRANTEE further acknowledges that while the Department reimburses the SUBGRANTEE for all allowable costs under this Agreement, this funding mechanism does not translate into the Department's being responsible for any of the elements of any collective bargaining agreements into which SUBGRANTEE may enter. Moreover, the SUBGRANTEE 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 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility which assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of the Executive Order No. 189, no Subgrantee shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee, as defined by N.J.S.A. 52:13D-13B and e, in the Department of Treasury or any other agency with which such subgrantee transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13I, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any subgrantee to the Attorney General and the Executive Commission on Ethical Standards.

No subgrantee may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Subgrantee to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the actuality or appearance of a conflict of interest.

No subgrantee shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.

No subgrantee shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Subgrantee or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Subgrantees under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethnic Standards may promulgate.

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 V and any related Annexes.

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:

As to the SUBGRANTEE:

By: _____
(signature)

By: _____
(signature)

(type name)

(type name)

Title: _____

Title: _____

Date: _____

Date: _____

Departmental Representative:

Subgrantee:

Contract Effective Date: _____

Contract Expiration Date: _____

Contract Number: _____

Contract Ceiling: _____

Federal ID# _____

County of Hudson Area Agency on Aging
Title III Subcontract Agreement

Attachment B

ACKNOWLEDGMENT by Clerk to the Board of Chosen Freeholders

STATE OF NEW JERSEY:

COUNTY OF HUDSON :

BE IT REMEMBERED, that on this ____ day of _____, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ALBERTO G. SANTOS, who by me duly sworn according to Law, on her oath says that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that THOMAS A. DEGISE is the Chief Executive, that he knows the corporate seal of said County of Hudson and that the seal affixed to the foregoing instrument is the seal of said County; and the said THOMAS A. DEGISE, as County Executive, signed said instrument and affixed said seal thereto as his voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, he, the said ALBERTO G. SANTOS, as Clerk, subscribed his name thereto.

ALBERTO G. SANTOS

Subscribed and sworn to before me this ____ day of _____, 2009.

A Notary Public of the State of New Jersey

County of Hudson
Department of Health and Human Services
2010
Grant Agreement Title III

Budget Summary

1. Title of Project:

2. Type of Application: RENEWAL	Contract #:
--	-------------

3. Project Director:	6. Project Period:
----------------------	--------------------

4. Applicant Agency and Address:	7. Type of Organization:
----------------------------------	--------------------------

5. Budget Summary:	
A. Total Project Cost:	\$ _____
B. Less Project Income:	\$ _____
C. Net Project Cost:	\$ _____
D. Less Provider Match:	\$ _____
E. Title III Funds Requested	\$ _____

County of Hudson
Department of Health and Human Services

Grant Agreement Title III

Attachment C
Unit Cost Budget Summary

Provider _____

Contract# _____

Program Year 2010

Taxonomy	Service	Total Cost	Clients	Units	Unit Cost
Total Contract Amount		\$0	0	0	

General Contract Information

Agency Name : _____ Agency Federal ID#: _____
 Address : _____ Charities Registration #: _____

 Phone: _____ () Non-profit Agency () For-Profit Agency (X) Public Agency
 _____ () Hospital-Based
 Chief Executive Officer: _____ Budget Period _____ to _____ Agency FY End _____
 Prepared By: _____ Schedules Completed: 1 2 3 4 5 6 7 8 9 10 11

(X) Cash Basis () Accrual Basis

Contracting Division	Contract Number	Program Name	Reimbursable Ceiling	Type of Services	Payment Method	Division Contact Person	Provider Agency Contact Person & Telephone#
Hudson County AAA	0	0	0	0	Reimb		

Division Use Only _____ Contract Number _____ Effective Date _____ Division _____	Budget: I certify that the cost data used to prepare this contract budget is current, and in accordance with the governing principles for determining costs. Agency Authorized Signatory _____ Fiscal Officer _____ Expenditure Report: I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.
--	--

Expense Summary

Project Name: _____ Contract#: _____
 Agency Name: _____
 Service Code: _____ Period Covered: _____

Budget Category	1	2	3	4	5	7
	Total	HCAAA Funding Request	Grantee Cash Match	Grantee In-Kind Match		
A. OPERATING PERSONNEL, INCLUDING FRINGE			0	0		
B. NON-OPERATING PERSONNEL, INCLUDING FRINGE*	0	0	0	0		
C. CONSULTANT & PROFESSIONAL FEES	0	0	0	-----		
D. TRAVEL	0	0	0	-----		
E. FOOD				-----		
F. BUILDING	0	0	0	0		
G. PRINTING AND OFFICE SUPPLIES	0	0	0	-----		
H. EQUIPMENT	0	0	0	-----		
I. OTHER	0	0	0	-----		
J. TOTAL COST	0	0	0	0		

* Personnel not directly involved in providing a service or product. Must not exceed 15% of Total Personnel

Sources of funding other than the County of Hudson Department of Health and Human Services:

Name	Amount
Project Income (Client Revenue)	0
Match - Local PUBLIC	0
Match - Local PRIVATE	
Total Sources of non-HCAAAA Funding	0

Total Projected No. of Units:	#DIV/0!	(Column 1/ Units)
Total Unit Price	#DIV/0!	(Column 2/ Units)
Reimbursable Unit Price (Exclusive of Projected Income)	#DIV/0!	(Column 2/ Units)

County of Hudson
Department of Health and Human Services
Annex B: Contract Expense Detail
Sheet 3 of 12

Operating Personnel

Project Name: 0

Agency Name: 0

Contract#: 0

Service Code:

Period Covered: 0

Name	Position Title	Annual Salary	Percent Time on Project	Annual Cost to Project	HCAAA Funding Request	Grantee Cash Match	Grantee In-Kind Match
Jerome Colwell							0
Marilyn Moore							0
Antoninette Guarini							0
Janet Walker							0
Willie Moore				0			0
Anthony Stone				0			0
Ana Melendez				0			0
Angel Velez Jr.				0			0
Chester Jenkins				0			0
Felix Alamo (to be replaced)				0			0
				0			0
				0			0
				0			0
				0			0
				0			0
Salary Subtotal		0		0		0	0
Fringe @		0		0		0	0
Total				0		0	0

