

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

City Clerk File No. Res. 13-002  
 Agenda No. 10.A  
 Approved: JAN 09 2013  
 TITLE:



## CANCELLATION OF 2012 REAL ESTATE TAXES ON BLOCK 23302 LOT 4 , ALSO KNOWN AS 59 CLAREMONT AVENUE

COUNCIL OFFERED, AND MOVED ADOPTION  
 OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 23302 Lot 4 was assessed at 162,500 and should of been assessed at 140,000 and

**WHEREAS**, an appeal was successfully completed and reduced and the freeze act applies for two succeeding years; and

**WHEREAS**, the property still shows open, based on the assessment which should have been canceled in the amount of \$ 1,616.40; and

**WHEREAS**, the Tax Collector and Tax Assessor have deemed these charges to be uncollectible; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 23302 Lot 4 also known as 59 Claremont Avenue, is hereby canceled in the amount of \$ 1616.40.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Ass't. Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk



OFFICE OF THE CITY ASSESSOR  
280 Grove Street  
Jersey City, NJ 07302  
Tel. 201-547-5131 Fax 201-547-4949

**Eduardo Toloza**  
Assessor

DATE: December 4, 2012  
TO: Maureen Cosgrove, Collector  
FROM: Ed Toloza, Assessor  
SUBJECT: **Block 23302 Lot 4 (Formerly, Block 2013 Lot 25)**  
**A/K/A 59 Claremont Avenue**

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Please be advised that owner of the above captioned property filed a successful appeal before the County Board of Taxation for the 2011 taxing year. The 2011 assessment was reduced from 162,500 in assessed value to 140,000, a net reduction of 22,500. No further appeals were filed, therefore, the Freeze Act (NJSA 54:51A-8) should have been applied for the two (2) succeeding years. Application of the freeze was inadvertently not applied for the 2012 year.

Could you please apply the Freeze Act by cancelling the corresponding taxes to this reduction in the amount of \$1,616.40. Our records have been amended to reflect the final judgment at 140,000.

If you have any question on this matter, please don't hesitate to give me a call.

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

City Clerk File No. Res. 13-003

Agenda No. 10.B

Approved: JAN 09 2013

TITLE:



**RESOLUTION AUTHORIZING A REFUND/CREDIT OF  
114,180.48 AND A REDUCTION IN ASSESSMENT  
TO SETTLE TAX APPEALS FILED BY THE OWNERS  
OF VARIOUS PROPERTIES.**

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

**WHEREAS**, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

**WHEREAS**, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

**WHEREAS**, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

**WHEREAS**, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Tax Assessor and Corporation Counsel have recommended that the complaints be settled at the assessments specified below; and

**WHEREAS**, these settlements will reduce the assessment to reflect the actual fair assessable value of the property(ies) consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

**These settlements will result in a refund and/or credit in the amount of \$114,180.48.**

MAM/mw  
12-28-12

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

0 2 0 1 2 1 8 8

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								1.9.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

13-003

JAN 09 2013

SCHEDULE A Dated: December 28, 2012; Meeting: January 9, 2013

Block	Lot	Qual	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
10	1.12		2009	J.C. Penney Props.	10 Mall Drive West	\$5,706,000	\$4,850,000	\$856,000	\$59,988.48
10	1.12		2010	J.C. Penney Props.	10 Mall Drive West	\$5,706,000	\$5,706,000	-0-	-0-
10	1.12		2011	J.C. Penney Props.	10 Mall Drive West	\$5,706,000	\$5,706,000	-0-	-0-
1872	A4.99		2009	910 Bergen Realty, LLC	910 Bergen Avenue	\$1,200,000	\$1,000,000	\$200,000	\$12,002.00
1872	A4.99		2010	910 Bergen Realty, LLC	910 Bergen Avenue	\$1,200,000	\$1,000,000	\$200,000	\$13,806.00
1872	A4.99		2011	910 Bergen Realty, LLC	910 Bergen Avenue	\$1,200,000	\$1,000,000	\$200,000	\$14,016.00
10701	5		2012	910 Bergen Realty, LLC	910 Bergen Avenue	\$1,200,000	\$1,000,000	\$200,000	\$14,368.00

TOTAL

\$114,180.48

JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

**DATE:** December 28, 2012  
**TO:** Peter Brennan, Council President, and Members of the City Council  
**FROM:** Eduardo Toloza, Tax Assessor  
**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

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The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2009-2011 tax years. The total tax dollar refund for these appeals is \$114,180.48.

The largest assessment reduction is to JC Penney Properties, Inc. for its store at the Newport Mall. The other reduction is for the commercial and office space at 910 Bergen Avenue.

For each property, the assessment had not been appealed for some time; and the equalized value derived from the assessments could not be supported by income and expense analysis because of the level of the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600 and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

I recommend these settlements as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 13-004

Agenda No. 10.C

Approved: JAN 09 2013

TITLE:



## RESOLUTION AUTHORIZING A PRIVATE SALE OF TAX SALE CERTIFICATE OWNED BY THE CITY OF JERSEY CITY, PURSUANT TO N.J.S.A. 54:5-113.

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

**WHEREAS**, N.J.S.A. 54:5-113 provides that a municipality which has acquired tax sale certificates for delinquent taxes may, by resolution, assign such certificates at a private sale for an amount not less than the amount of municipal liens; and

**WHEREAS**, the investor listed below has requested assignment of certain tax sale certificates held by the City of Jersey City; and

**WHEREAS**, pursuant to N.J.S.A. 54:5-114, the Collector has notified the owners and posted such notice in three public places at least five days prior to adoption of this Resolution and has published notice of assignment in a newspaper of general circulation within five days prior to adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Pursuant to N.J.S.A. 54:5-113, the City of Jersey City be authorized to assign the certificates listed on the attached schedule at a private sale to the below listed investor.
2. The consideration of these assignments shall not be less than the amount of liens and other municipal charges charged against such real property.
3. Upon payment of the consideration of the certificates, the Tax Collector shall execute an assignment of all certificates listed on the attached schedule. **(See Attachment)**

APPROVED: *Anthony Espino*  
Assistant Tax Collector

APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
Asst. Corporation Counsel

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

13-004  
 JAN 09 2013  
 ASSIGN TO:

WORKSHEET

Divina Escalicas  
 880 Bergen Avenue ste 402  
 Jersey City, New Jersey 07306

BLOCK/ CERT.#	LOT Acct#	Qualifier	ASSESSED TO/ ADDRESS/ PROPERTY LOCATION	Assignment AMOUNT	Item
5001 2012-0328	2 85407		Adames, Gregorio 56 Ravine Avenue Jersey City, New Jersey 07307 56 Ravine Avenue	\$2,980.28	1
16602 2012-1130	5 298133		Glass Bessye 169 Jewett Avenue Jersey City, New Jersey 07304 169 Jewett Avenue	\$2,523.48	2
19603 2012-1465	34 347096		Oliver, Robyn, Rhonda & Reginald 52 Union Street Jersey City, New Jersey 07304 52 Union Street	\$1,256.53	3
19701 2012-1467	12 347781		Lee, Marcus 344 Arlington Avenue Jersey City, New Jersey 07304 344 Arlington Avenue	\$676.13	4
20201 2012-1535	34 370825		Abdelal, Mohamed 3196 Kennedy Blvd. Jersey City, New Jersey 07306 345 Communipaw Avenue	\$3,001.38	5
20301 2012-1549	13 373290		Astudillo, Blair 306 Whiton Street Jersey City, New Jersey 07304 304 Whiton Street	\$308.85	6
23501 2012-1962	54 194928		Johnson, Dorise E. 90 Wilkinson Avenue Jersey City, New Jersey 07305 98 Wilkinson Avenue	\$3,709.81	7
24002 2012-2022	62 201863		Rambert, James 102 Wegman Parkway Jersey City, New Jersey 07305 102 Wegman Pkwy.	\$2,724.93	8
24903 2012-2095	10 205971		Baker, Rosalind Yvette 219 Fulton Avenue Jersey City, New Jersey 07304 219 Fulton Avenue	\$3,679.61	9
25201 2012-2120	15 243774		Taliaferro Allyson P. PO Box 15819 Jersey City, New Jersey 07305 39 Stegman Street	\$7,944.82	10
25202 2012-2125	16 242941		Hill Maudell 38 Underwood Street # 1 Newark, New Jersey 07106 31 Dwight Street	\$4,800.02	11
25601 2012-2142	21 208645		Webb Roland 151 Armstrong Avenue Jersey City, New Jersey 07305 151 Armstrong Avenue	\$3,890.67	12
25601 2012-2143	24 208413		Robinson, G. & M. & T. & L. 150 Van Nostrand Avenue Jersey City, New Jersey 07305 150 Van Nostrand Avenue	\$4,626.07	13
25603 2012-2153	31 205849		Covington, Ann P.O. Box 5245 Jersey City, New Jersey 07305 156 Woodlawn Avenue	\$3,948.0	14

BLOCK/ CERT.#	LOT		ASSESSSED TO/ ADDRESS/ PROPERTY LOCATION	Assignment	
	Acct#	Qualifier		AMOUNT	Item
5603 2012-2154	32 205831		Anderson Dominic 158 Woodlawn Avenue Jersey City, New Jersey 07305 158 Woodlawn Avenue	\$4,892.09	15
25901 2012-2198	9 239657		Bankers Trust Company Of Ca NA 3 Park Plaza 16 <sup>th</sup> Floor Irving, California 92714 29 Armstrong Avenue	\$1,732.31	16
26102 2012-2218	7 492421	C015 T	Anderson, James B. & Jacqueline 41 Cedar Street Jersey City, New Jersey 07305 41 Cedar Street	\$648.23	17
26102 2012-2234	15 533802	C29F 1	Kelly, Stanford & Vivian I. 57 Lee CT. Jersey City, New Jersey 07305 57 Lee CT.	\$1,111.61	18
29601 2012-2568	37 223982		Scott, Marguerite 724 Ocean Avenue #3 Jersey City, New Jersey 07305 147 Neptune Avenue	\$3,838.32	19
<b>TOTAL</b>				<b>\$58,293.23</b>	

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

City Clerk File No. Res. 13-005

Agenda No. 10.D

Approved: JAN 09 2013

TITLE:



**RESOLUTION STRONGLY OPPOSING RESOLUTION OF THE HACKENSACK MEADOWLANDS MUNICIPAL COMMITTEE SUPPORTING AN AMENDMENT TO N.J.S.A. 13:17-61 THAT WOULD SUBSTANTIALLY REDUCE INTER-MUNICIPAL TAX SHARING IN THE MEADOWLANDS DISTRICT BY ARBITRARILY CHANGING THE BASE YEAR FROM 1970 TO 2004**

**COUNCIL  
resolution:**

**offered and moved adoption of the following**

**WHEREAS**, the Hackensack Meadowlands Reclamation and Development Act, N.J.S.A. 13:17-1 et seq., enacted in 1969 (the "Act"), was intended to provide a means to reclaim, plan, develop and redevelop 19,485 acres in the meadowlands of the Hackensack River, consisting of fresh and salt water meadows, marshes and related uplands, in portions of 14 municipalities including approximately 1.4 square miles of the northwest section of the City of Jersey City (the "District"); and

**WHEREAS**, the stated objectives of the Act include the preservation of the delicate balance of nature, the provision of special protection from air and water pollution, a special provision for solid waste disposal, and in general the orderly and comprehensive development of the District; the Act also created the entity now known as the New Jersey Meadowlands Commission ("NJMC") which was assigned comprehensive planning and land use authority over the District; and

**WHEREAS**, the Act recognized that municipalities in the District zoned for commercial development would enjoy tax benefits while those municipalities zoned for public uses and less commercial development would incur tax burdens and thereby suffer financially in the absence of a regional tax sharing mechanism; the New Jersey Supreme Court in Meadowlands Regional Redevelopment Agency v. New Jersey, 63 N.J. 35, 41 (1973), affirmed that the purpose of the Act's tax sharing provisions is "to have constituent municipalities share equitably" in the tax benefits and tax burdens arising from regional development in the District, and also affirmed the establishment of the year 1970 as the base year for tax sharing in the District as it was the year of onset of regionalization of zoning in the district; and

**WHEREAS**, the District's tax sharing mechanism only partially addresses the disparity in tax benefits and tax burdens by sharing just 7% of all tax revenue collected in the District, which in 2012 was \$7.4 million of the nearly \$100 million in tax revenue collected; the tax sharing pool is small because it is limited to 40% of amounts collected on improvements built after 1970 only and calculated after deducting County taxes and crediting the municipality for the cost of public education; in 2012, the highest recipients of tax sharing were Kearny (\$3,863,134), Ridgefield (\$1,214,556), Jersey City (\$1,126,525) and North Arlington (\$950,407); the highest payers of tax sharing were Secaucus (\$2,684,777) and Carlstadt (\$2,148,930); and

**WHEREAS**, the Hackensack Meadowlands Municipal Committee adopted Resolution No. 12-10 on December 3, 2012 (the "HMMC Resolution") supporting a legislative change in the base year of the District's tax sharing formula from 1970 to 2004, which would substantially reduce the annual tax sharing pool from \$7.4 million to \$2.38 million; that change in base year would result in Kearny losing the entire amount of its tax sharing receipt and becoming a payer, and in Jersey City losing approximately 78% of its tax sharing receipts; Secaucus would be the biggest beneficiary with a reduction of \$2.3 million in its annual payment; Carlstadt, Little Ferry, Moonachie, Rutherford, Secaucus, South Hackensack and Teterboro voted aye on the HMMC Resolution; Jersey City, Kearny and Ridgefield voted no; East Rutherford, Lyndhurst and North Bergen abstained; North Arlington was not present; and

## TITLE:

**RESOLUTION STRONGLY OPPOSING RESOLUTION OF THE HACKENSACK MEADOWLANDS MUNICIPAL COMMITTEE SUPPORTING AN AMENDMENT TO N.J.S.A. 13:17-61 THAT WOULD SUBSTANTIALLY REDUCE INTER-MUNICIPAL TAX SHARING IN THE MEADOWLANDS DISTRICT BY ARBITRARILY CHANGING THE BASE YEAR FROM 1970 TO 2004**

**WHEREAS**, the HMMC Resolution incorrectly states that the NJMC's 2004 Master Plan "was a radical departure from the Hackensack Meadowlands Comprehensive Land Use Plan of 1970" by selectively comparing the build-out projection for the 2004 Master Plan, which projects about 27.6 million square feet of new nonresidential development, with the original build-out projection of the 1970 Master Plan, which used different assumptions for its projections; rather than a departure, the 2004 Master Plan expressly provides that "the new Land Use Plan continues to promote the overall vision of the original plan"; and

**WHEREAS**, the HMMC Resolution misrepresents the underlying principle of the District's tax sharing mechanism; as set forth in Town of Secaucus v. HMDC, 267 N.J. Super. 361, 384 (1993), tax sharing is "required to balance the benefits and burdens resulting from the [NJMC's] *past* exercise of comprehensive regional planning authority"; the 2004 Master Plan does not change the history of the NJMC's regional planning authority over the District since 1970 and that substantial development having significant tax benefits for some communities and tax burdens for other communities has already occurred under the NJMC's 1970 land use plan; and

**WHEREAS**, the NJMC's 2004 Master Plan credits tax sharing for allowing the NJMC to "master plan the District as a region without consideration of municipal boundary lines" and "promulgate a plan to protect larger expanses of marshland and sensitive environmental habitats" by purchasing "sensitive lands and valuable wetland habitats" (Page 5-1); the 2004 Master Plan adopted the widely-accepted principle that wetlands serve to "alleviate the effects of flooding" and used that as a basis for the NJMC's past acquisition of 1,800 acres of wetlands and its goal of acquiring additional suitable wetland sites (Page 5-21); rising tidal levels and the District's recent experience with Super Storm Sandy reinforce the need for wetlands expansion which would benefit all District municipalities that experience flooding; however, achievement of that goal is made less likely by the evisceration of the tax sharing pool with a change in the base year to 2004; and

**WHEREAS**, at the direction of the NJMC, the Rutgers University Institute for Meadowlands Studies examined tax sharing in the District and issued a report in December 2009 in which it recommends maintaining tax sharing to "enhance the regional land planning and regulation" of the District and noted that tax sharing programs are "increasingly being touted by such groups as the American Planning Association as essential for smart growth"; and

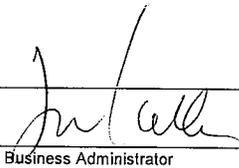
**WHEREAS**, the City of Jersey City continues to believe that tax sharing in the District should be preserved and enhanced by seeking an expanded menu of Meadowlands regional revenue sources for the tax sharing pool.

TITLE:

**RESOLUTION STRONGLY OPPOSING RESOLUTION OF THE HACKENSACK MEADOWLANDS MUNICIPAL COMMITTEE SUPPORTING AN AMENDMENT TO N.J.S.A. 13:17-61 THAT WOULD SUBSTANTIALLY REDUCE INTER-MUNICIPAL TAX SHARING IN THE MEADOWLANDS DISTRICT BY ARBITRARILY CHANGING THE BASE YEAR FROM 1970 TO 2004**

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON, THAT:**

1. The City of Jersey City strongly opposes the HMMC Resolution's proposed legislative change in the base year for tax sharing from 1970 to 2004 because it misrepresents the purpose of tax sharing in the District and it would have the effect of penalizing municipalities like Jersey City by eliminating or reducing annual payments received from the District's tax sharing pool; and
2. The City of Jersey City further opposes the HMMC Resolution because its evisceration of the tax sharing pool would be detrimental to the NJMC's important goal of acquiring additional wetland sites to protect sensitive environmental habitats and alleviate the effects of flooding in the District; and
3. That copies of this Resolution be forwarded to Governor Chris Christie, Jersey City's New Jersey Legislative delegation consisting of Senator Sandra Cunningham, Senator Brian Stack, Assembly Member Charles Mainor, Assembly Member Jason O'Donnell, Assembly Member Sean Connors, Assembly Member Ruben Ramos, the Hudson County Board of Freeholders, NJMC Executive Director Marcia Karrow, DCA Commissioner Richard E. Constable, III, and the municipal clerks of each District municipality.

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

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
  
 Corporation Counsel

Certification Required   
 Not Required

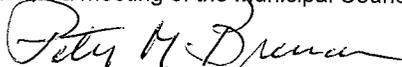
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						1.9.13					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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, President of Council

  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-006

Agenda No. 10.E

Approved: JAN 09 2013

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. GRANTING PERMISSION TO ENTER ONTO THE CITY-OWNED PROPERTY KNOWN AS RESERVOIR NO. 3 ALSO KNOWN AS BLOCK 4802, LOT 1, FORMERLY KNOWN AS BLOCK 835, LOT S

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) owns real property known as Reservoir No. 3 also known as Block 4802, Lot 1, formerly known as Block 835, Lot S (Property); and

WHEREAS, the Jersey City Reservoir Preservation Alliance, Inc.(Reservoir Alliance) is a private non-profit corporation of the State of New Jersey; and

WHEREAS, the Reservoir Alliance desires the City's permission to enter the Property for the purposes of providing public access to the Property for the public benefit and enjoyment; and

WHEREAS, the Reservoir Alliance 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 Reservoir Alliance and its guests or invitees are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto;
- 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; and
- 3) the term of this license agreement shall be from March 1, 2013 through December 31, 2013.

RR  
12-10-12

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

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Certification Required

Not Required

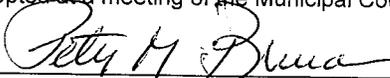
APPROVED 9-0

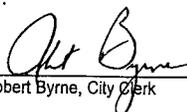
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1.9.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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. Bfennari, President of Council

  
Robert Byrne, City Clerk

## LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensor") and the Jersey City Reservoir Preservation Alliance, Inc., a private nonprofit corporation (hereinafter referred to as "Licensee" or "Reservoir Alliance"), having offices at 921 Bergen Avenue, Jersey City, New Jersey 07306 c/o Irwin M. Rosen, Esq. By this agreement the City grants permission ("License") to the Licensee to enter onto property owned by the City known as Reservoir No.3 and designated on the City's tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 (hereinafter referred to as the "Premises").

Licensee, and/or its guests and invitees, are permitted to enter the Premises for the purpose of providing public access to the Premises as described in this License Agreement and subject to the terms and conditions of this Agreement set forth below.

1. The term of this License Agreement is as follows:

From March 1, 2013 through October 31, 2013 ("License Public Use Term"), Licensee shall be permitted to use the Premises during daylight hours as follows: (i) Saturdays and Sundays from 8:00 a.m. to sunset beginning on March 31, 2013 through and including October 27, 2013 for public access to the Premises; (ii) on weekdays for supervised tours; (iii) every day to Reservoir Alliance board members for the purpose of maintenance and monitoring of the premises; and (iv) beginning on Sunday, March 31, 2013 through Thursday, October 31, 2013 from 3:00 p.m. until sunset for the purpose of fishing. The Licensee shall be permitted to use the Premises for special events provided Licensee notifies the City Risk Manager at least seven (7) days prior to the date of the special event and obtains the written approval of the Risk Manager to conduct the special event.

From October 31, 2013 through December 31, 2013 ("License Maintenance Use Term"), Licensee, its volunteers and City personnel shall be permitted to use the Premises during daylight hours every day for the purpose of maintenance, repairs, tours, and monitoring of the premises.

2. The Licensee shall be permitted to use the Premises during the License Public Use Term for the following activities:

- (a) educational tours and programs;
- (b) recreational programs;
- (c) light maintenance work;
- (d) fishing events provided they are co-sponsored by the City's Division of Recreation;
- and
- (e) water based recreation (kayaking).

3. All public use activities listed in par. 2 above, will be under the direct supervision of the Reservoir Alliance.
4. Licensee shall conduct the activities listed in par. 2 above, for public benefit and enjoyment.
5. Licensee may conduct the activities listed in par. 2 above in cooperation with the City of Jersey City, its departments and agencies, partnering institutions, organizations and community groups.
6. Licensee's use of the Premises shall be subject to the following:
  - (a) Licensee shall obtain liability insurance and such other types of insurance as deemed necessary by the City's Risk Manager. The amount of the liability insurance shall be \$5,000,000.00. The amounts of other insurance coverages shall be determined by the City's Risk Manager.
  - (b) Prior to the beginning of the License Public Use Term, the Reservoir Alliance shall provide the City with a list of its current officers and directors.
  - © Licensee shall clean the Premises prior to the start of all special events and at the conclusion of all special events.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.

13. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.

14. 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 \$5,000,000.00. 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 Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

15. 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.

16. 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 agreement, or not later than two (2) weeks thereafter. 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.

17. 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.

18. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:	Business Administrator	Licensee: Cynthia A. Hadjiyannis, Esq.
	City of Jersey City	Jersey City Reservoir
	280 Grove Street	Preservation Alliance, Inc.
	Jersey City, NJ 07302	P.O. Box 7833
		Jersey City, NJ 07307-0 833

19. 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.

20. 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.

21. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

22. This Agreement shall be renewable for subsequent License Terms, upon approval of the City Council.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this \_\_\_\_ day of \_\_\_\_\_, 2013

Jersey City Reservoir Preservation Alliance, Inc.(Licensee)      City of Jersey City (Licensor)

By: \_\_\_\_\_  
Steve Latham, President

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

By: \_\_\_\_\_  
John Kelly  
Business Administrator

RR  
12-10-12

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

City Clerk File No. Res. 13-007

Agenda No. 10.F

Approved: JAN 09 2013

TITLE:



## **RESOLUTION AWARDING A CONTRACT TO CDW GOVERNMENT INC FOR CISCO VOIP CONSULTING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ INFORMATION TECHNOLOGY**

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

**WHEREAS**, the Department of Administration/Information Technology is in need of Cisco Voip Consulting Services; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) solicited a quote from CDW Government Inc., 2 Enterprises Drive, Ste 404, Shelton CT 06484 in the total amount of **Twenty Thousand, One Hundred Nine (\$20,190.00) Dollars**; and

**WHEREAS**, the Purchasing Director has certified that he considers said bid to be fair and reasonable; 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-20.4 et seq. (Pay-to-Play Law); 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**, CDW Government Inc 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 \$20,190.00 are available in the Department of Administration/Information Technology **Capital Account**; and

<b>Department of Administration/Information Technology</b>		
<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>
04-215-55-920-990	108259	\$20,190.00

**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 contract, in substantially the form of the attached, with CDW Government Inc., for the Cisco Voip Consulting Services for a total contract amount not to exceed \$20,190.00;

(Continued on page 2)

City Clerk File No. Res. 13-007

Agenda No. 10.F JAN 09 2013

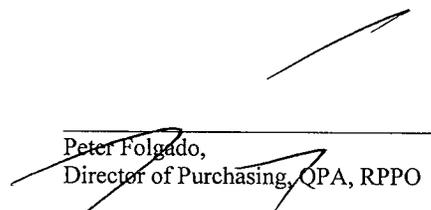
TITLE:

**RESOLUTION AWARDING A CONTRACT TO CDW GOVERNMENT INC FOR CISCO VOIP CONSULTING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ INFORMATION TECHNOLOGY**

- 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
- 3) 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.

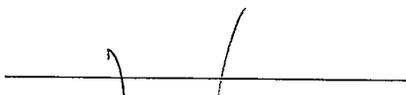
I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$20,190.00 are available in the **Department of Administration/ Information Technology Capital Account** for payment of this resolution.

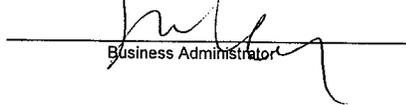
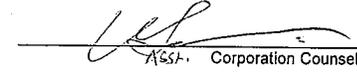
Department of Administration/Information Technology		
Account	PO #	Total Contract
04-215-55-920-990	108259	\$20,190.00

  
 Peter Folgado,  
 Director of Purchasing, OPA, RPPO

PF/pc  
 11/26/12

  
 Donna Mauer,  
 Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator  Asst. Corporation Counsel

Certification Required

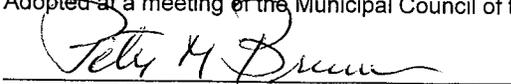
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1.9.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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, President of Council

  
 Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CDW GOVERNMENT FOR CONSULTING SERVICES NECESSARY TO RESTORE TELEPHONE SERVICE FOR CITY OFFICES AT 30 MONTGOMERY ST., UNDER STATE CONTRACT, FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY.

**2. Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

TELEPHONE SERVICE AT 30 MONTGOMERY ST. WAS INTERRUPTED BY HURRICANE SANDY. CONSULTING SERVICES ARE REQUIRED TO PROVIDE ALTERNATE TELEPHONE SERVICE.

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

TO RESTORE TELEPHONE SERVICE TO CITY AGENCIES SERVING CONSTITUENTS (HEDC).

**5. Anticipated Benefits to the Community:**

CONTINUED/UNINTERRUPTED OPERATION OF CITY OFFICES SERVING CONSTITUENTS.

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**

\$20,190

**7. Date Proposed Program or Project will Commence:**

DECEMBER 3, 2012

**8. Anticipated Completion Date:**

FEBRUARY 1, 2013

**9. Person Responsible for Coordinating Proposed Program/Project :**

ROBERT MAGRO, IT DIRECTOR

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



Signature of Department Director

12-10-12

Date



## 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:** November 27, 2012

**For Office Use Only:**  
20121127082102967

# STATEMENT OF WORK

<b>Project Name:</b>	UC Remote Site	<b>Sales Contact:</b>
<b>Customer Name:</b>	City of Jersey City	Jim McDonald
<b>CDW Affiliate:</b>	CDW Government LLC	610.739.1889
<b>Effective Date:</b>	November 26, 2012	jimmcd@cdw.com
<b>Version:</b>	1.0	<b>Solution Architect:</b>
		Tim Day.

This statement of work ("Statement of Work" or "SOW") is made and entered into this November 26, 2012 (the "Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and City of Jersey City ("Customer" and "you").

## PROJECT DESCRIPTION

### PROJECT SCOPE

Due to problems caused by Hurricane Sandy, the City of Jersey City needs to expedite the migration of approximately 125 users at their Montgomery location from their legacy PBX over to their Cisco Unified Communications Manager v7.1(5) cluster. The Cisco Communications Manager cluster is comprised of two MCS servers, and one C2821 voice gateway router located at their Journal Square site, and one MCS server, and one C2821 voice gateway router located at their City Hall site. Voicemail for these users will be migrated to the Customers CallExpress voicemail system which is supported by the manufacturer, AVST. The Communications Manger cluster is already integrated with the CallExpress application. Customer's Unified Communications environment also includes Unified Contact Center Express v8.0(2), however this project does not include any changes to the Contact Center Express environment. Customer has new, unused 2800 series routers, CP-7962G and CP-7942G phones, plus the Communications Manager licenses required for this project.

In addition to migrating users to the Cisco platform, the Customer has requested an assessment of their UC environment, after it was noted that not all Business Continuity processes worked as were expected. As such, Seller will perform a Unified Communications Health Check on the Customer's existing Cisco Unified Communications environment at the Journal Square and City Hall locations. Seller will provide Health Check analysis activities of the following systems:

- Unified Communications Manager v7.1(5)
- Unified Contact Center Express v8.0(2) with 14 agents/supervisors
- Cisco 2821 Voice Gateways

Subject to the other provisions of this SOW, Seller will perform the following services for the migration of users:

- Seller will design the solution with Customer engineers per the Customer's Montgomery site requirements.
- Seller will provide 2 days (16 hours) for planning & designing activity for the Montgomery location at the Customer Montgomery and Journal Square locations.
- Seller will configure the following components at the Customer Montgomery location per the planning design phase of the project.
  - One (1) Cisco 2800 Cisco Voice Gateway for the following services provided the router contains the required hardware, and licenses.
    - Survivable Remote Site Telephony
    - POTS line connectivity for Emergency 911 call routing.
    - Conference and Transcoding sessions
  - Approximately 125 Cisco IP Phones
- Seller will assist the Customer with the deployment and installation of the Cisco IP phones.
- Seller will provide remote site testing and turn up assistance to the Customer engineering staff.

- During the testing phase, Seller staff will test equipment per the design for this project. The project team will execute a defined test plan to verify configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer.

Subject to the other provisions of this SOW, Seller will perform the following services for the Health Check:

- Seller's Engineer will meet with the Customer to compile a list of any known issues from end-user and administrator perspectives.
- Seller's review and analysis involves comparison of existing configurations and topologies to established Cisco and CDW best practices, within the following categories:
  - Cisco Unified Communications platforms
  - Cisco Unified Communications applications and features
- Confirm network diagram and documentation
- Review data
- Create detailed Health Check Report
- Seller will generate an action plan for these issues to be resolved and will include the priority of these issues in the plan along with a course of action and hours estimates associated with the recommended changes.

Subject to the other provisions of this SOW, Customer responsibilities include:

- Ensure attendance of appropriate personnel for meetings and reviews with Seller.
- Customer will provide all equipment and licenses required for this project.
- Customer is responsible for working with their voicemail vendor to insure the needed user accounts, and any other voicemail related configurations are completed within the agreed upon time frames determined during the planning phase.
- Customer is solely responsible for insuring all needed equipment is delivered to the Montgomery site.
- Customer must participate in the development and execution of a functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system. The test plan will be used to verify configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer.
- Customer is responsible for physically installing the router.
- Customer will assist the Seller with the deployment and installation of the Cisco IP phones.
- Customer is responsible for any needed configuration changes to their WAN infrastructure in support of this project.
- Responsibilities related to the Health Check include:
  - Provide network diagrams and other associated documentation, as requested by Seller.
  - Provide current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities
  - Identify all third-party networking equipment impacted by the Unified Communications environment.
  - Provide IP addresses, as well as application and operating system user names and passwords for all devices included in monitoring phases of this engagement.
  - Provide a valid SNMP Read-Only community string that is configured on all devices to be monitored.
  - Provide a secure location with adequate table space, power, grounding, and network infrastructure access to allow Seller to deploy the monitoring device. Device must have uninterrupted network connectivity for a period of one full week to allow sufficient data collection.
  - Provide consent allowing and providing Seller's monitoring device with full IP connectivity and access to all devices included in the monitoring phases of this engagement.
  - Provide a list of any known operational and performance-related issues.

## **MONTGOMERY LOCATION - CUTOVER AND "FIRST DAY OF SERVICE"**

Once the activities as defined in the previous sections are complete, production cut-over to the new system will take place and Seller will monitor the production system, and track and resolve incidents for one (1) day (8 hours) for the Montgomery location.

Once the new Unified Communications system is in production and first day issues have been resolved, Customer will move into a Support Phase.

### **MONTGOMERY LOCATION - POST-CUTOVER SUPPORT AND PROJECT CLOSE**

Seller will transition your support documentation to either a Seller Day Two Support Team, or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Seller Support Team.

Additionally, the Seller Project Manager will schedule a project closeout meeting. Seller will provide final project documentation and a project close out meeting.

### **MONTGOMERY LOCATION - CRITERIA FOR SUCCESS**

The Customer voice solution, as described in this SOW, and related to the migration of users at the Customer's Montgomery location, will be defined as successful after the following objectives are met:

- Dial tone provided to approximately 125 Cisco IP Phones, with proper call routing
- If existing router is properly licensed, successful testing of SRST at the Montgomery location.

### **ABBREVIATED HEALTH CHECK PROCESS**

The Health Check Process will be defined as successful after the following items have been completed and the Assessment Report is presented to Customer.

- Run Unified Communications application reporting tool on Customer's applications, including:
  - Unified Communications Manager
  - Cisco Unified Contact Center Express
- Confirm network diagram and documentation Download configurations from a representative group of routers and switches, up to 10 devices
- Evaluate router/switch configurations. Confirm these configurations align to Seller/Cisco best practices
- Review the Unified Communications applications reports. Confirm it is aligned with Seller/Cisco best practices.
- Confirm deployment of plugins, devices and features aligns with Seller/Cisco best practices Investigate end-users sources of pain.
- Investigate and document anomalies identified by Unified Communications application reporting tool
- Write Health Check Report; Submit report for peer review
- Work with Solution Architect to prepare remediation plan (if required)
- Review report with Customer, discuss plan for remediation (if required)

### **OUT OF SCOPE**

Tasks outside the statement of work include, but are not limited to:

1. Installation and testing of cabling.
2. Installation, testing, and configuration of equipment that is not specifically mentioned in this SOW.
3. Installation, configuration, and testing as a result of design changes.
4. Workstation and server connectivity testing
5. Cisco Unified Contact Center Express configuration or testing.
6. AVST CallExpress configuration or testing.
7. Configuration and testing of Customer's wireless WAN infrastructure.
8. Remediation of issues noted as part of the Health Check.
  - a. For remediation tasks a either a new SOW will be generated, or they might be able to be covered through a Change Order that both Customer and Seller agree to and sign-off on.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Design Document	Detail of the site “as built” environment	PDF
Executive Summary Document	An outline of the recommended design, configuration changes, and upgrades required to improve functionality, stability and performance of the UC solutions. Includes the detail of the migration plan to mitigate risk and downtime for Customer.	PDF
Unified Communications Application Reports	Detailed documentation of existing configuration	Word, HTML, CSV, Excel, CHM

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## PROFESSIONAL SERVICES FEES

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Consultant Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## CONSULTANT FEES

Consultant Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Consultant Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table 2).

The Total Estimated Consultant Fees of \$20,190.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 110 hours, nor the Total Estimated Consultant Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Project Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engineer – Per Hour	\$180	89	\$16,020.00
Engineer – Per Hour	\$270	6	\$1,620.00
Project Manager – Per Hour	\$170	15	\$2,550.00
<b>Totals</b>		<b>110</b>	<b>\$20,190.00</b>

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Consultant Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Consultant Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Seller Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## EXPENSES

Neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears, and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Except as otherwise agreed by the Parties, Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("Change Order"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

## CDW Government LLC

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

Name: \_\_\_\_\_

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

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

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:  
Rich Tarabour

## City of Jersey City

By: *Robert Maglio*  
signature

Name: Robert Maglio

Title: IT Director

Date: 11-26-12

### Mailing Address:

Street: 1 Journal Square Plaza  
City/ST/ZIP: Jersey City, NJ 07306

### Billing Contact:

Street: Same as above  
City/ST/ZIP: \_\_\_\_\_

120813 Standard

## EXHIBIT A.

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Journal Square 1 Journal Square Plaza 3rd Floor, IT Division Jersey City, NJ 07306	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
Montgomery 30 Montgomery St Jersey City, NJ 07302	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
City Hall 280 Grove St Jersey City, NJ 07302	<input checked="" type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

**Notice of Award  
Term Contract(s)**

**M-7000  
DATA COMM. & NETWORK EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [NOA Text & Method of Operation](#) Adobe PDF (239 kb)
- [State Contract Manager](#) Adobe PDF (16 kb)
- [Amendment #1 - Contract Extension #1 to 5/31/2012](#) Adobe PI (18 kb)
- [Amendment #2 - Contract Assignment](#) Adobe PDF (17 kb)
- [Amendment #3 - Contract Extension #2 to 10/31/2012](#) Adobe PDF (14 kb)

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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>	M-7000
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/20/09 TO: 11/30/12
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	21015
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	
<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination  
 B. Method of Operation - State Agencies Only:  
**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
 PO Box 230  
 Trenton, NJ 08625  
 (609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

MARIANNE BIXLER	PROCUREMENT SPECIALIST	609-292-2194
	<b>PUB DATE:</b>	<b>10/31/12</b>

<b>Vendor Name &amp; Address:</b>	CISCO SYSTEMS INC 170 WEST TASMAN DR SAN JOSE, CA 95134
<b>Contact Person:</b>	MIKE SLOAN
<b>Contact Phone:</b>	732-635-4346
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	73979
<b>Expiration Date:</b>	11/30/12
<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>	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
<b>Contract#:</b> 73979	<b>Title:</b> DATA COMM. & NETWORK EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZELET NJ 07730
<b>Contact Person:</b>	JOHN C HARRIS
<b>Contact Phone:</b>	732-847-9600
<b>Dealer/Distributor Name &amp; Address:</b>	BLUEWATER COMMUNICATIONS 110 PARKWAY DRIVE S HAUPPAUGE NY 11788-2012
<b>Contact Person:</b>	DONALD PARKES
<b>Contact Phone:</b>	732-635-2583
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	CHRIS POPIELSKI
<b>Contact Phone:</b>	800-808-4239
<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>	DIMENSION DATA NA 11006 RUSHMORE DR/STE 300 CHARLOTTE NC 28277
<b>Contact Person:</b>	ED ACKER
<b>Contact Phone:</b>	704-969-2200
<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 133 GAITHER DR/STE 133-C MT LAUREL NJ 08054
<b>Contact Person:</b>	KEN OGBORN
<b>Contact Phone:</b>	609-528-8920
<b>Dealer/Distributor Name &amp; Address:</b>	HIGH POINT SOLUTIONS 5 GAIL COURT SPARTA NJ 07871
<b>Contact Person:</b>	MICHAEL MENDIBURU
<b>Contact Phone:</b>	973-940-0040
<b>Dealer/Distributor Name &amp; Address:</b>	JOHNSTON COMMUNICATION 322 BELLEVILLE TURNPIKE NORTH ARLINGTON NJ 07031
<b>Contact Person:</b>	PHILIP JOHNSTON
<b>Contact Phone:</b>	201-991-7400
<b>Dealer/Distributor Name &amp; Address:</b>	MILLENNIUM COMMUNICATIONS GRP 11 MELANIE LANE UNIT 13 EAST HANOVER NJ 07936
<b>Contact Person:</b>	GARY W HARTWIG
<b>Contact Phone:</b>	973-503-1313
<b>Dealer/Distributor Name &amp; Address:</b>	NWN CORPORATION 130 GAITHER DR/STE 100 MT LAUREL NJ 08054
<b>Contact Person:</b>	CHARLES FREEMAN
<b>Contact Phone:</b>	856-914-5605
<b>Dealer/Distributor Name &amp; Address:</b>	OFFICE BUSINESS SYSTEMS HOLDNG OFFICE BUSINESS SYSTEMS 600 M RYERSON RD LINCOLN PARK NJ 07035
<b>Contact Person:</b>	DOUGLAS H SMITH
<b>Contact Phone:</b>	973-575-6550
<b>Dealer/Distributor Name &amp; Address:</b>	PROMEDIA TECHNOLOGY SVCS INC 535 US HIGHWAY 46 LITTLE FALLS NJ 07424
<b>Contact Person:</b>	WM PAUL NOLAN
<b>Contact Phone:</b>	973-253-7600

Vendor: CISCO SYSTEMS INC		Contract Number: 73979			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (WIC); TRANCEIVERS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 2 - SWITCHES; NETWORK ADAPTORS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 3 - WIRELESS ETHERNET; ALL WIRELESS PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 4 - SECURITY EQUIPMENT & SOLUTIONS FIREWALLS; DOMAIN NAME SYSTEM (DNS) SERVER; NETWORK ALARM SYSTEMS; SECURE SOCKET LAYER (SSL); VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 206-64-077628 [COMPUTER HARDWARE AND	1.000	EACH	NET	N/A

	PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 5 - MONITORING AND MANAGEMENT SOLUTIONS; NETWORK MANAGEMENT APPLIANCES FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 206-64-077629 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 6 - OTHER NETWORK-CENTRIC SOLUTIONS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-077630 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 7 - MULTI-FUNCTION SOLUTIONS, WHICH INCLUDES PRODUCTS THAT ARE MERGING INTO MULTI-FUNCTION PLATFORMS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 8 - DENSE WAVE NETWORKING SYSTEMS INCLUDES WAVELENGTH-DIVISION MULTIPLEXING (WDM) OR DIVISIONAL WDM (DWDM) PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: AREA 9 - OPTICAL/SONET NETWORKING SYSTEM FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA,	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 10 - APPLICATION FRONT END PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
00011	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: NETWORK-RELATED SERVICES SUCH AS: NETWORK-CENTRIC DESIGN AND PLANNING; NETWORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION; NETWORK TESTING; NETWORK MAINTENANCE OR WARRANTY NETWORK TECHNICAL SUPPORT; NETWORK TRAINING DELIVERY: 30 DAYS ARO	1.000	EACH	NET	

**Patrice Lambert**

---

**From:** Bob Magro  
**Sent:** Tuesday, November 27, 2012 1:31 PM  
**To:** Patrice Lambert  
**Subject:** Req. 0160071 - CDW

WSCA contract number for CDW

Contract#: 73979

[http://www.state.nj.us/treasury/purchase/nea/contracts/m7000\\_09-r-21015.shtml](http://www.state.nj.us/treasury/purchase/nea/contracts/m7000_09-r-21015.shtml)

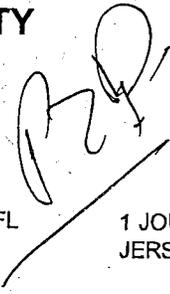
**Robert Magro**  
IT Director

-----  
City of Jersey City  
1 Journal Square Plaza  
3rd Floor, IT Division  
Jersey City, NJ 07306  
201-547-4274  
201-547-4507 (fax)  
[bobm@icnj.org](mailto:bobm@icnj.org)

CITY OF JERSEY CITY

Requisition #
0160071

Assigned PO #



**Vendor**  
 CDW GOVERNMENT INC  
 2 ENTERPRISE DRIVE, STE 404  
 SHELTON CT 06484

**Requisition**  
**Dept. Bill To**  
 INFORMATION TECHNOLOGY  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

**Dept. Ship To**  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

CD088900

**Contact Info**  
 ROBERT MAGRO  
 2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	CONSULTING SERVICES	04-215-55-920-990	20,190.00	20,190.00
		CISCO VOIP CONSULTING SERVICES PER ATTACHED PROPOSAL UNDER CISCO WSCA CONTRACT			

*Just to Harrison SANDY*

*fed - 364230110  
 BIC 92487*

Requisition Total 20,190.00

Req. Date: 11/26/2012

Requested By: BOBM

Buyer Id:

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

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 13-008

Agenda No. 10.G

Approved: JAN 09 2013

TITLE:



## RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO JOHNSTON COMMUNICATIONS FOR THE PHONE SYSTEM FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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

**WHEREAS**, the Division of Information Technology requires a **new Phone System for the Jersey City Redevelopment Agency (JCRA)**; 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 \$36,000.00; and

**WHEREAS**, Johnston Communications, PO Box 390, Kearny, New Jersey 07032 is in possession of State Contract No. A80802, submitted a proposal for the **new phone system**; and

**WHEREAS**, funds are available for this contract in **Administration, Information Technology/Capital Fund**;

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	108279	A80802	\$30,705.24

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Johnston Communications**, 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**, 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 shall be subject to the condition that the vendor/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 to page 2)

City Clerk File No. Res. 13-008

Agenda No. 10.6

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO JOHNSTON COMMUNICATIONS FOR THE PHONE SYSTEM FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, Johnston Communications has completed and submitted a Business Entity Disclosure Certification which certifies that Johnston Communications has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Johnston Communications from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 04-215-55-920-990.

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	108279	A80802	\$30,705.24

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
12/10/12

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 1.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOHNSTON G.P. INC.  
**Trade Name:** JOHNSTON COMMUNICATIONS  
**Address:** 322 BELLEVILLE TPK  
NORTH ARLINGTON, NJ 07031-6411  
**Certificate Number:** 0098519  
**Effective Date:** July 06, 1977  
**Date of Issuance:** November 29, 2012

**For Office Use Only:**  
20121129152734374

Johnston Communications Voice & Data  
P.O. Box 390  
Kearny, NJ 07032  
Phone: 800-437-9828  
Fax: 201-428-2015

**Prepared especially for**  
**City of Jersey City Redevelopment**

**On Thursday, December 06, 2012**

**Prepared by Sean McNorton**  
**smcnorton@johnstoncom.com**

Proposal: 833  
Created: 11/27/2012  
Printed: 12/6/2012

Quantity	Description	Total
1	IPO IP500 V2 CNTRL UNIT	\$364.00
1	IPO IP500 V2 SYS SD CARD MUL	\$28.00
1	IPO R8 Essential Edition	\$277.20
3	IPO IP500 EXT CARD PHONE 2	\$420.00
4	IPO IP500 TRNK ANLG 4 UNI	\$896.00
1	IPO LIC AV IP ENDPOINT 1	\$42.00
1	IPO LIC AV IP ENDPOINT 5	\$196.00
1	Power Lead for IP500	\$10.08
1	IPO 500 Rack Mounting Kit	\$33.60
16	IP400 Cable, ISDN 3M Red	\$43.04
1	IPO IP500 MC VCM 32	\$504.00
1	IPO LIC R6 ESSNTL EDITION ADD 2CH	\$224.00
1	IPO C/D RTS 8X5 - 500 V2 1YPP	\$168.00
1	IPO R8.1 User/Admin DVD	\$10.64
17	1608i IP Phone - Black	\$2,370.48
	1 ERS 3524GT-PWR(plus) with 24 10/100/1000 802.3at PoE(plus) ports and 4 Shared SFP ports.	\$1,341.20
	2 Wireless-N Access Point with Power Over Ethernet	\$480.00
120.00	NJ State Contract Labor	\$21,000.00
1,000	BELDEN CAT6 WHITE CABLE	\$410.00
10	IDEAL CAT6 RJ45 MODULAR PLUGS	\$15.00
2	ASA 5505 Appliance with SW 50Users 8 ports 3DES/AES	\$1,521.00
1	ERS 3500 3510GT - Partner Assurance Base Technical Support - SLN EM7 - avaya	\$36.00
1	SD CARD 8GB	\$30.00
22	CAT 5e GREY 10FT PATCH CORD	\$165.00
1	CAT5E MINI 12 PORT PATCH PANEL 89D STYLE -remote site	\$120.00
<b>Your Price:</b>		<b>\$30,705.24</b>
<b>Total:</b>		<b>\$30,705.24</b>

Prices are firm until 12/27/2012 Terms: Net 30

Quoted by: Sean McNorton, smcnorton@johnstoncom.com

Date: 11/27/2012

Accepted by: \_\_\_\_\_

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

All prices quoted are valid for 30 business days. Please fax signed quote to 201-428-2015 or email to sales@johnstoncom.com, or your Sales Representative, so that your order can be placed. Thank you for your business.

All prices quoted are valid for 30 business days. Please fax signed quotes to 201-428-2015 or email to sales@johnstoncom.com or your sales representative so that your order can be placed. Thank you for your business.



— Division of Property Management and Construction —

Your search generated **1 match** for **johnston**.

To refine the search results, use your [browser Back](#) button and re-enter search criteria.

Company Information	Effective Date & Approved Trades
<b>JOHNSTON G.P. INC</b> 322 BELLEVILLE TPK NO. ARLINGTON, NJ 07031 Phone: 201-991-7400 Fax: 201-428-2019  Expiration Date: 04/10/2014 Aggregate Amount:\$ 10,000,000.00 Bond Capacity:\$ 10,000,000.00  E-mail Address: steven@johnstoncom.com	04/11/2012 C048-COMMUNICATION SYSTEMS 04/11/2012 C050-SECURITY/INTRUSION ALARMS 04/11/2012 C120-INSIDE PLANT CABLE 04/11/2012 C121-OUTSIDE PLANT CABLE 04/11/2012 C122-FIBER INSTALLATION / SPLICING ONLY



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**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

**AMENDMENT # 01**

**T-1316**

**SOLICITATION #21415**

Date: February 23, 2012

To: All Using Agencies and  
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Telecommunications Equipment & Services

**Contract Period:** February 1, 2012 to January 31, 2017

1. The following authorized dealers are added to Contract A80802, Avaya Communications, Inc.:

e-Comm Technologies, Inc.  
11 Melanie Lane, Suite 9  
East Hanover, NJ 07936  
Contact: Susan Kolsby  
Phone: (973) 503-5808  
Fax: (973) 739-0083  
Email: [skolsby@ecommt.com](mailto:skolsby@ecommt.com)  
(Categories: PL00001 & PL 00004)

Johnston Communications,  
322 Belleville Turnpike  
North Arlington, NJ 07031  
Contact: Steve Mullen  
Phone: 210-428-2010  
Fax: 210-428-2060  
Email: [stevenm@johnstoncom.com](mailto:stevenm@johnstoncom.com)  
(Categories: PL00001, PL00002 & PL 00004)

Strategic Products and Services, LLC  
300 Littleton Road, Suite 200,  
Parsippany, NJ 07054  
Contact: Tadd Gruenewald  
Phone: 973-852-5038  
Fax: 973-852-5038  
Email: [tgruenewald@spscom.com](mailto:tgruenewald@spscom.com)  
(Categories: PL00001, PL00002 & PL 00004)

**Notice of Award  
Term Contract(s)**

**T-1316  
TELECOMMUNICATIONS EQUIPMENT & SERVICES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (25 kb)
- [TELECOMMUNICATIONS EQUIPMENT & SERVICES](#) Lin
- [Amendment #1 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #2 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #4 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #5 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #6 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #8 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #9 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #10 - Additional Distributors](#) Adobe PDF (17 kb)

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<b>Index #:</b>	T-1316
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 02/01/12 TO: 01/31/17
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	21415
<b>Bid Open Date:</b>	01/06/11
<b>CID #:</b>	1038483
<b>Commodity Code:</b>	883-80
<b>Set-Aside:</b>	PARTIAL SMALL BUS CAT 1,2,& 3

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and

conditions of the contract. Note that  
 A. Delivery: All prices F.O.B. Destination  
 B. Method of Operation - State Agencies Only;  
**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
 PO Box 230  
 Trenton, NJ 08625  
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:		
JAMES E STRYPE	PROCUREMENT SPECIALIST	609-341-2977
	<b>PUB DATE:</b>	<b>10/05/12</b>

<b>Vendor Name &amp; Address:</b>	AVAYA INC 161 CLIVEDEN DR NEWTOWN, PA 18940
<b>Contact Person:</b>	MICHAEL MCANDREWS
<b>Contact Phone:</b>	908-696-5587
<b>Order Fax:</b>	908-696-5587
<b>Contract#:</b>	80802
<b>Expiration Date:</b>	01/31/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<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>Contract#:</b> 80802	<b>Title:</b> TELECOMMUNICATIONS EQUIPMENT & SERVICES
<b>Dealer/Distributor Name &amp; Address:</b>	ALTURA COMMUNICATIONS SOLUTION 7 REUTEN DRIVE BUILDING B - UNIT E CLOSTER NJ 07624
<b>Contact Person:</b>	TONY CLEMENTE
<b>Contact Phone:</b>	917-699-6852
<b>Dealer/Distributor Name &amp; Address:</b>	CAROUSEL INDUSTRIES OF NORTH AMERICA INC 27 HORSENECK RD FAIRFIELD NJ 07004
<b>Contact Person:</b>	JAMES DRUIETT
<b>Contact Phone:</b>	862-210-3006
<b>Dealer/Distributor Name &amp; Address:</b>	E COMM TECHNOLOGIES INC SUITE B 11 MELANIE LANE EAST HANOVER NJ 07936
<b>Contact Person:</b>	SUSAN KOLSBY
<b>Contact Phone:</b>	973-503-5808
<b>Dealer/Distributor Name &amp; Address:</b>	JOHNSTON G P INC JOHNSTON COMMUNICATIONS PO BOX 390 KEARNY NJ 07032-0390
<b>Contact Person:</b>	PHILIP G JOHNSTON
<b>Contact Phone:</b>	201-991-7400
<b>Dealer/Distributor Name &amp; Address:</b>	NACR NW 5806 246 INDUSTRIAL WAY WEST EATONTOWN NJ 07724
<b>Contact Person:</b>	DEBRA L MULLEN
<b>Contact Phone:</b>	732-410-2265
<b>Dealer/Distributor Name &amp; Address:</b>	NEXTIRAONE LLC DBA BLACK BOX NETWORK SERVICES 230 N MAPLE AVE SUITE 315 MARLTON NJ 08053
<b>Contact Person:</b>	MARIANNE MARVOSA
<b>Contact Phone:</b>	908-359-1782
<b>Dealer/Distributor Name &amp; Address:</b>	OFFICE SOLUTIONS INC 217 MOUNT HOREB ROAD WARREN NJ 07059
<b>Contact Person:</b>	JOANNE PAGOULATOS
<b>Contact Phone:</b>	732-356-0200
<b>Dealer/Distributor Name &amp; Address:</b>	SHARED SYSTEMS TECHNOLOGY PO BOX 408 SEWELL NJ 08080
<b>Contact Person:</b>	JUDE RICH
<b>Contact Phone:</b>	212-613-1077
<b>Dealer/Distributor Name &amp; Address:</b>	STRATEGIC PRODUCTS AND SERVICE LLC 300 LITTLETON RD/STE 200 PARSIPPANY NJ 07054
<b>Contact Person:</b>	TADD GRUENEWALD
<b>Contact Phone:</b>	973-852-5038
<b>Dealer/Distributor Name &amp; Address:</b>	TRICOMM SERVICES CORP 1247 N CHURCH ST/STE 8 MOORESTOWN NJ 08057
<b>Contact Person:</b>	TONI LOSASSO
<b>Contact Phone:</b>	609-704-5526-X101
<b>Dealer/Distributor Name &amp; Address:</b>	TRU STOR DBA HUNTER TECHNOLOGIES 38 CORBETT WAY EATONTOWN NJ 07724
<b>Contact Person:</b>	IVO ALLEN
<b>Contact Phone:</b>	732-542-9292

Vendor: AVAYA INC		Contract Number: 80802			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 883-80-057371 [VOICE RESPONSE SYSTEMS]  ITEM DESCRIPTION: HYBRID PBX SYSTEM - PRICING SCHEDULE A  DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 725-56-057368 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: ELECTRONIC KEY TELEPHONE SYSTEM - SCHEDULE B DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-55-077344 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: AUDIO CONFERENCING SYSTEM - SCHEDULE D  DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 939-72-057350 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: AVAYA - MAINTENANCE, MOVES,CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS  BRAND: AVAYA DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 915-79-077359 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: VOICE MAIL SERVICE - SCHEDULE Q.  DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 725-55-077350 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: U P S - PRICING ON SCHEDULE F  DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-79-077352 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: TECHNICAL SUPPORT SERVICE - SCHEDULE J  DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00028	COMM CODE: 915-79-077354 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: TRAINING - SCHEDULE L  DELIVERY: 10 DAYS ARO	1.000	HOUR	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>
00029	COMM CODE: 915-79-077355 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: PROJECT ENGINEERING, PROJECT MANAGEMENT, SITE MANAGEMENT SERVICE - SCHEDULE M  DELIVERY: 10 DAYS ARO	1.000	HOUR	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>
00030	COMM CODE: 915-79-077361 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE -ALL INCLUSIVE ON-SITE: SCHEDULE G  DELIVERY: 10 DAYS ARO	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>
00031	COMM CODE: 915-79-077362 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE DEPOT SCHEDULE H  DELIVERY: 10 DAYS ARO	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>
00032	COMM CODE: 915-79-077363 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE TIME & MATERIAL ON-SITE - SCHEDULE I  DELIVERY: 10 DAYS ARO	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>
00033	COMM CODE: 915-79-079485 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: ACD SERVICE - SCHEDULE W	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>
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X  DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A

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

City Clerk File No. Res. 13-009

Agenda No. 10.H

Approved: JAN 09 2013



**TITLE: RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO P.L. CUSTOM BODY TO PROVIDE A REPLACEMENT RESCUE TRUCK BECAUSE OF DAMAGE CAUSED BY SANDY ON OCTOBER 29 AND 30, 2012**

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

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, the Director of Fire and Emergency Services notified the Purchasing Agent that an emergency existed because of the need to replace the Fire Department Rescue Truck that was damaged by flood waters caused by Sandy; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it is necessary to replace the vehicle, as soon as possible, because of loss of the use of the specialized equipment carried by the Rescue Truck, and

**WHEREAS**, on December 12, 2012, the Purchasing Agent instructed P.L. Custom Body to perform the necessary work, and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20,4 et seq.; and

**WHEREAS**, the total cost for the performance of the work was \$366,960.00; and

**WHEREAS**, these funds are available in Account No. 01-201-46-872-699.

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

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to P.L. Custom Body, 2201 Atlantic Avenue, Manasquan, NJ, made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide the replacement of one Rescue Truck is hereby ratified;
2. The total cost of the emergency contract is \$366,960.00.
3. The Director of Fire and Emergency Services shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
4. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
5. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

Donna Mauer, Donna Mauer, Chief Financial Fiscal Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

P.O.# 108587

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1.9.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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



CITY OF JERSEY CITY  
**DEPARTMENT OF  
FIRE AND EMERGENCY SERVICES**

465 Marin Boulevard

Jersey City, NJ 07302



**JEROME A. CALA**  
DEPUTY DIRECTOR

(201) 547-4239  
Fax: (201) 547-5298  
E-mail: [Jcala@njjcps.org](mailto:Jcala@njjcps.org)

December 11, 2012

P.L. Custom Body  
2201 Atlantic Avenue  
Manasquan, NJ 08736

Attn: Don Miller

Dear Mr. Miller:

This letter shall confirm that it is the intention of the Jersey City Fire Department to purchase (1) one rescue vehicle, 2012 Spartan Metro Star, from P.L. Custom Body. This purchase is contingent upon City Council approval and the issuance of the necessary purchase order.

Thank you for your assistance.

Sincerely,

Jerome A. Cala  
Deputy Director

c: Armando Roman, Director  
Darren Rivers, Chief of Department  
Deputy Chief Joseph Giancaspro, Chief of Apparatus  
Peter Soriero, Risk Manager  
Greg Kierce, OEM Coordinator

***SMOKE DETECTORS  
SAVE LIVES***

**NJEV**  
**New Jersey**  
**Emergency Vehicles**  
*A PL Custom Company*  
**PROPOSAL**

December 7, 2012

City of Jersey City  
Jersey City Fire Department  
465 Marian Boulevard  
Jersey City, NJ 07302

Attn: Deputy Chief Giancaspro

Thank you for the opportunity to propose a New 2012 Spartan/Rescue 1 Heavy Duty Rescue Vehicle, Stock # R251, to the City of Jersey City Fire Department. I am confident that the preliminary specifications are acceptable to the needs of your department.

We propose the following:

One (1) 2012 Spartan Metro Star/ Rescue 1, 22' 4" Non-walk in Heavy Duty Rescue, Build # R251, as proposed below: **\$ 366,960.00.**

**NOTE: This is a stock unit and as such it is subject to availability.**

The total includes the as built unit as shown in the spec sheet R251-0001.

Below please find the list of changes and upgrades which are include with the vehicle to meet Jersey City USAR specifications and to match existing vehicle:

- (1) Paint Body and Lower Cab Red
- (2) Change Right front compartment "R1" door to a roll-up style
- (3) Add Rear body chevron and side lower body and cab reflective stripe
- (4) Add (3) winch receivers to side body and front Bumper w/ 12V plugs.
- (5) Add (2) Rear Whelen 900 series warning light to rear body
- (6) Install on-Spot tire chain system



**Sales and Service**  
2201 Atlantic Avenue Suite 2  
Manasquan, NJ 08736  
732.223.1411  
732.223.1164 (fax)

(7) Add Mechanical Q2B siren to Front Grille

(8) Remove all undamaged shelving, slide trays, dividers, (2) electric cord reels, Radios and chargers from existing vehicle and install the in New Vehicle.

Reliability, durability and safety are at the core of the design, engineering and manufacturing of all our products. We strive to make all our vehicles, meet the specific needs of our customers while performing with reliable service time after time. Our vehicles are individually crafted for each one of our customers at our centrally located manufacturing facility in Manasquan, New Jersey.

Our warranties are industry leading with Lifetime Structural and Lifetime Electrical. General Conversion is 3yr/36,000 mile and Paint is 10 years.

I am confident that NJEV and Rescue 1 will be able to answer all your specific needs for Emergency Rescue Vehicles.

Sincerely,

Kevin Todd  
Sales Representative

# EMERGENCY PROCUREMENT REPORT

## Public Exigencies Pursuant To N.J.S.A. 19:44A-20.12

### Procedure

An Emergency Procurement Report is required when municipalities, counties, and their instrumentalities and agencies<sup>1</sup> (public agency) experience an emergency that warrants the immediate delivery of goods or services and in doing so, are unable to comply with the "Pay-to-Play" provisions of N.J.S.A. 19:44A-20.4 et seq. N.J.S.A. 19:44A-20.12 provides in pertinent part that:

"Nothing contained in this act shall be construed as prohibiting the awarding of a contract when the public exigency requires the immediate delivery of goods or performance of emergency services as determined by the State Treasurer."

The State Treasurer<sup>2</sup> has determined that approval under this provision is automatically granted when:

1. A public agency finds the public's health, safety or welfare requires the immediate delivery of goods or the performance of services.
2. The award of any such contracts is made pursuant to the provisions of N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq., or for county colleges, N.J.S.A. 18A:64A-25.6.
3. Contracts are issued in response to a formal declaration of an emergency by the Governor.

### Emergency Report Required

The Treasurer also requires that when a contracting agency uses these provisions, the agency's purchasing agent or other appropriate personnel shall file with Director of the Division of Local Government Services an "Emergency Procurement Report," within 30 days of the date the contract was issued. Contracts relating to a formal declaration of an emergency by the Governor are exempt from the reporting provision.

Certain information is necessary to address situations in which an exigency/emergency affecting the public's health, safety or welfare requires the immediate delivery of goods or the performance of services.

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<sup>1</sup> This language has been interpreted by the State to include among others, local authorities, fire districts, and county colleges.

<sup>2</sup> The State Treasurer's directive can be seen at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p)

**N.J. Division of Local Government Services**

**EMERGENCY PROCUREMENT REPORT**

This report is to be filed by the contracting agent of the public agency with the Director of the Division of Local Government Services within 30 days of the date the emergency contract was issued. Please provide the necessary information to satisfactorily complete the report. Refer to the Instructions accompanying this form and the statutory and regulatory citations on the reverse of this form.

This form is designed to be completed using Microsoft Word; if not completed that way, please print it out.

1. Name of Public Agency:		County:	
2. Date Emergency occurred:		Time emergency occurred:	
3. Date emergency declared:		Time emergency declared:	
4. Agency/department responsible for determining there was an emergency:			
5. Name and title of the official in charge of that agency:			
6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary):			
7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s):			
8. The total (or estimated) cost of providing the goods or performing services was:		\$	
9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency:			
10. When was the notification reduced to writing and filed with the purchasing agent?			
11. Has the public agency adopted a "chain of command" procedure pursuant to N.J.A.C.5:34-6.1?			
This report was completed by (name and title):			
Name and Address of agency contact person:			
Signature:		Date:	

Submit by mail or fax to:  
 Director, Division of Local Government Services  
 P.O. Box 803  
 Trenton, New Jersey 08625-0803  
 Fax: 609-633-6243

## Legal Provisions Related to Use of Emergencies

### 40A:11-6 Emergency contracts

6. Emergency contracts. Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; provided that the awarding of such contracts is made in the following manner:

a. The official in charge of the agency wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent, a supervisor of the purchasing agent, or a designated representative of the governing body, as may be appropriate to the form of government, of the need for the performance of a contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. If that person is satisfied that an emergency exists, that person shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs. Such notification shall be reduced to writing and filed with the purchasing agent as soon as practicable.

b. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services shall be entitled to be paid therefor and the contracting unit shall be obligated for said payment. The governing body of the contracting unit shall take such action as shall be required to provide for the payment of the contract price.

c. The Director of the Division of Local Government Services in the Department of Community Affairs shall prescribe rules and procedures to implement the requirements of this section.

d. The governing body of the contracting unit may prescribe additional rules and procedures to implement the requirements of this section.

### N.J.A.C. 5:34-6.1 General requirements (edited as to applicability)

(a) The use of emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 shall be subject to the following requirements:

1. An actual or imminent emergency must exist requiring the immediate delivery of the goods or the performance of the service;...

...3. The emergency purchasing procedure may not be used unless the need for the goods or services could not have been reasonably foreseen or the need for such goods or services has arisen notwithstanding a good faith effort on the part of the contracting unit to plan for the purchase of any goods or services required by the contracting unit;

4. The contract shall be of such limited duration as to meet only the immediate needs of the emergency; and

5. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract.

(b) The governing body of each contracting unit shall adopt rules or regulations as appropriate to the contracting unit to ensure that there is a procedure for determining and confirming the existence of an emergency and that the provisions for emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 may be implemented. Such rules or regulations shall include such provisions that ensure that if initially designated individuals are not available, there is a designated chain of command to ensure that there are always appropriate individuals available to make such decisions.

### 18A:64A-25.6 Emergency purchases and contracts

6. Any purchase, contract, or agreement may be made, negotiated or awarded by a county college without public advertising for bids and bidding therefor, notwithstanding that the cost or contract price will exceed \$25,000\* or, commencing January 1, 2003, the amount determined pursuant to subsection b. of section 3 of P.L. 1982, c. 189 (C. 18A:64A-25.3), when an emergency affecting the health, safety or welfare of occupants of college property requires the immediate delivery of the materials or supplies or the performance of the work, provided that such purchases, contracts or agreements are awarded or made in the following manner:

a. A written requisition for the performance of such work or the furnishing of materials or supplies, certified by the employee in charge of the building, facility or equipment where the emergency occurred, is filed with the contracting agent or his deputy in charge, describing the nature of the emergency, the time of its occurrence, and the need for invoking this section. The contracting agent, or his deputy in charge, being satisfied that the emergency exists, is hereby authorized to award a contract for said work, materials or supplies.

b. Upon the furnishing of such work, materials or supplies in accordance with the terms of the contract or agreement, the contractor furnishing such work, materials or supplies shall be entitled to be paid therefor and the county college shall be obligated for said payment.

c. The board of trustees may prescribe rules and procedures to implement the requirements of this section.

\* This provision is superseded by the provisions of N.J.S.A. 19:44A-20.4 threshold of \$17,500

# CITY OF JERSEY CITY

Requisition #

0160419

Vendor

Assigned PO #

## Requisition

Dept. Bill To  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

Dept. Ship To  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

### Contact Info

JANIS  
0000004898

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EAC	RESCUE TRUCK	01-201-46-872-699	366,960.00	366,960.00
		ONE (1) 2012 SPARTAN METRO STAR/RESCUE 1, 22'4" NON WALK IN HEAVY DUTY RESCUE, BUILD # R251 AS PER ATTACHED PROPOSAL			

Requisition Total 366,960.00

Req. Date: 12/26/2012

Requested By: JANIS

Buyer Id:

Approved By: 

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 13-010

Agenda No. 10.1

Approved: JAN 09 2013

TITLE:



**Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 12-165.** An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 115 Arlington Avenue; 204-206 Bartholdi Avenue; 645 Bergen Avenue; 34 Bleecker Street; 16 Cator Avenue; 54 Carlton Avenue; 541 Central Avenue; 79 Colgate Street; 300 Eighth Street; 28 ½ Grant Avenue; 170 Griffith Street; 66-68 Linden Avenue; 169 Manhattan Avenue; 396 Manila Avenue; 152-154 Randolph Avenue; 60A Rose Avenue; 154 Sherman Avenue; 30-32 Sherman Place; 404 Summit Avenue; 183 Thorne Street; 27 Van Houten Avenue; 169-171 Wegman Parkway and 109 Western Avenue and repeal the reserved parking space at 141 Audubon Avenue; 355 Danforth Avenue and 29 Long Street.

**Council as a Whole**, offered and moved adoption of the following resolution:

**Whereas**, at its meeting of January 9, 2013 at 6:00 p.m., the Municipal Council adopted Ordinance 12-165; and

**Whereas**, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

**Whereas**, it is necessary that this ordinance become effective immediately because a backlog exists in the processing of applications and any further delay in enacting the ordinance would cause undue pain and suffering to the applicant.

**Now, Therefore, Be it Resolved**, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 12-165 is hereby waived so that this Ordinance is effective immediately.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

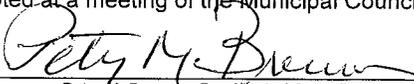
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.9.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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, President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-011

Agenda No. 10.J

Approved: JAN 09 2013

TITLE:



## **RESOLUTION CALLING ON THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA AND HELP PREVENT FUTURE MASS SHOOTINGS THROUGH PASSAGE OF THE FIX GUN CHECKS ACT AS WELL AS OTHER FEDERAL LEGISLATION**

**At the request of Mayor Jerramiah T. Healy,  
Council Offered and Moved adoption of the following resolution:**

**WHEREAS**, the National Instant Criminal Background Check System (NICS) is an effective tool to keep guns out of the hands of criminals and other dangerous individuals, and this system has blocked 1.9 million illegal gun purchases and permit applications in the past two decades; and

**WHEREAS**, despite this success, the system is undermined by legal loopholes and missing records that enable too many dangerous individuals to obtain weapons they later use in crimes; and

**WHEREAS**, it is estimated that state and federal agencies have failed to report more than one million records of persons with dangerous mental illness into the NICS database; and

**WHEREAS**, on April 16, 2007, Seung-Hui Cho shot and killed 32 people at Virginia Tech with guns that were legally purchased because records of his mental health status were missing from the NICS; and

**WHEREAS**, on January 8, 2011, Jared Loughner, someone with a reported history of drug abuse and serious mental illness who should have been in the NICS database but was not, killed six Tucsonans – Christina-Taylor Green, Dorothy Morris, Judge John Roll, Dorwan Stoddard, Phyllis Schneck, and Gabe Zimmerman – and shot 13 others, including U.S. Congresswoman Gabrielle Giffords; and

**WHEREAS**, on July 20, 2012, James Holmes, using a semi-automatic rifle and other guns, allegedly shot and killed 12 people and injured at least 58 others in a movie theater in Aurora, CO, using some of the thousands of rounds of ammunition that the shooter had recently purchased online without any background check; and

**WHEREAS**, on August 5, 2012, Wade Michael Page, using a semi-automatic handgun, allegedly shot and killed 6 people and injured 3 others at a Sikh temple in Oak Creek, WI; and

**WHEREAS**, on October 21, 2012, Radcliffe Haughton, using a semi-automatic handgun, shot and killed his estranged wife and two others; and though a restraining order had been issued against Haughton – making him a prohibited person under federal law – Haughton was able to avoid a background check by purchasing the gun from a private seller through armslist.com; and

**WHEREAS**, in the wake of the Newtown shootings on December 14, 2012, Adam Lanza, using two semi-automatic handguns, shot and killed 27 people, including 20 children at Sandy Hook elementary school; and

**WHEREAS**, in the wake of the Virginia Tech shootings, Virginia and other states have submitted hundreds of thousands of new mental health records into the NICS database, yet 19 states have each submitted fewer than 100 mental health records since that massacre; and

City Clerk File No. Res. 13-011Agenda No. 10.J JAN 09 2013

TITLE:

**WHEREAS**, under federal law licensed gun dealers are mandated to conduct NICS checks before proceeding with a sale, but this requirement does not apply to so-called private sellers who are present in large numbers at gun shows and sell guns over the internet; and

**WHEREAS**, it is estimated that 6.6 million guns were sold privately in the U.S. between November 2011 and November 2012, and undercover investigations have shown that many private sellers at gun shows and online will proceed with sales even when they are made aware that prospective purchasers cannot pass a background check; and

**WHEREAS**, more than 12,000 Americans are murdered with guns every year, and too many of these crimes are committed by individuals who are barred from purchasing or possessing guns under Federal law; and

**WHEREAS**, other tragedies including the 1999 Columbine High School shooting in Colorado, the 2010 attack on law enforcement at the Pentagon, and the 2012 mass shooting at a Pittsburgh psychiatric clinic were perpetrated by individuals who obtained guns through unregulated private sales, with no paperwork required and no questions asked; and

**WHEREAS**, the Fix Gun Checks Act has been introduced in the U.S. Congress, and this legislation would address the two major flaws in the nation's gun background check system by improving compliance with federal record reporting requirements, and by requiring background checks for all U.S. gun sales; and

**WHEREAS**, 90 percent of Americans and 90 percent of gun owners support fixing gaps in the gun background check database, and 86 percent of Americans, 82 percent of gun owners nationwide, and 74 percent of NRA members support mandatory criminal background checks for all gun sales; and

**WHEREAS**, the City of Jersey City has been a strong advocate for common-sense policies that keep guns out of dangerous hands while respecting the rights of law-abiding gun owners, and strongly believes that Congress and state governments should take action to close deadly gaps in the NICS; and

**WHEREAS**, more than 50 national organizations support closing gaps in the gun background check database and requiring a background check for all gun sales, including the U.S. Conference of Mayors, National Urban League, National Association for the Advancement of Colored People, and the National Coalition Against Domestic Violence, the International Association of Chiefs of Police, the Major Cities Chiefs Association and the Police Executive Research Forum; and

**WHEREAS**, the Fix Gun Checks Act is strongly supported by Mayors Against Illegal Guns, a national, bipartisan coalition of more than 800 mayors, who represent more than 58 million Americans;

**NOW, THEREFORE, BE IT RESOLVED** the Municipal Council that:

- 1) the City of Jersey City will work to push for increased reporting of mental health and other relevant records into the NICS database; and
- 2) the City of Jersey City urges immediate passage of The Fix Gun Checks Act in the United States Congress; and
- 3) the City of Jersey City urges immediate passage of legislation that would get military-style weapons and high-capacity magazines away from our community and especially our schools; and
- 4) the City of Jersey City urges immediate passage of legislation that would make gun trafficking a federal crime; and

City Clerk File No. Res. 13-011

Agenda No. 10.J JAN 09 2013

TITLE:

- 5) the City of Jersey City, echoing the call of gun violence survivors and family members, calls on both President Obama and the U.S. Congress to put in place concrete reforms to reduce gun violence nationwide and help prevent future mass shootings; and
- 6) the City of Jersey City's Mayor and Council will join with domestic violence prevention advocates, faith leaders, law enforcement officials, and other elected officials to make clear that failure to strengthen gun laws at the national level will continue to fuel gun violence in big and small cities throughout the country; and

**BE IT FINALLY RESOLVED**, that the Clerk of the City of the City of Jersey City shall transmit this copies of this resolution to President Barack Obama and to all members of New Jersey's Delegation to the United States Congress.

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											
				1.9.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk