

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

City Clerk File No. Res. 16.765

Agenda No. 10-A

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING CY 2016 APPROPRIATION TRANSFERS

COUNCIL
of the following resolution:

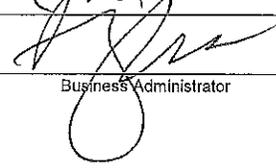
offered and moved adoption

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2016 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

Description	Account Number	From	To
HHS DIRECTOR'S OFFICE	01-201-27-330 O/E	\$ (53,476.00)	
PARKING ENFORCEMENT	01-201-25-272 S/W	\$ (134,480.00)	
POLICE	01-201-25-240 S/W	\$ (250,000.00)	
MATCHING FUNDS FOR GRANTS	01-201-41-899 O/E		\$ 53,476.00
CONTRIB PUBLIC EMPLOYEE RETIREMENT	01-201-36-472 O/E		\$ 128,480.00
HUMAN RESOURCES DIRECTOR	01-201-20-115 O/E		\$ 6,000.00
TAX OVERPAYMENTS	01-201-46-885 O/E		\$ 250,000.00
	TOTAL:	\$ (437,956.00)	\$ 437,956.00

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator


Joanne Monahan
for Corporation Counsel

Certification Required

Not Required

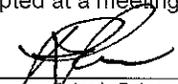
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING CY 2016
APPROPRIATION TRANSFERS**

Initiator

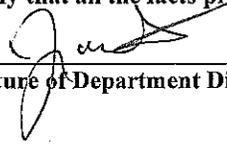
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	jmetro@jcnj.org

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

Resolution Purpose

This Resolution is to authorize the Comptroller to make the following CY 2016 budgetary appropriation transfers.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/14/2016

Date

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

City Clerk File No. Res. 16.766

Agenda No. 10.B

Approved: NOV 22 2016



TITLE: **RESOLUTION AUTHORIZING THE CANCELLATION OF UNUSED AND UNFUNDED AUTHORIZATIONS**

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

WHEREAS, the Municipal Council of the City of Jersey City (the "City") have previously adopted bond ordinances to authorize the undertaking, making and acquisition of various general and water improvements for use in and for the City; and

WHEREAS, the City now determines that such capital improvements or projects are completed and the City desires to cancel or reduce such unused and unfunded appropriations; and

WHEREAS, the cancelling of these unfunded appropriations will reduce the amount of the City's net debt; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following unused and unfunded appropriations are hereby cancelled or reduced:

FCOA	Amount
04-215-55-669-990	24,335
04-215-55-674-990	45,604
04-215-55-928-990	400,000
04-215-55-945-990	280

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized and directed to cancel or reduce the above listed unused and unfunded appropriations totaling \$470,219.

APPROVED: *Donna Mayer, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
 Business Administrator

Joanne Monahan
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CANCELLATION OF UNUSED AND UNFUNDED AUTHORIZATIONS

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Resolution Purpose

This resolution will allow the cancelation of unfunded unexpended balances from various capital accounts.

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

11/4/16
Date

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

City Clerk File No. Res. 16.767

Agenda No. 10.C

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 129 ORIENT AVENUE, A/K/A BLOCK 22503, LOT 3, F/K/A BLOCK 1984, LOT 80

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) utilized Community Development Block Grants (CDBG) funds to provide second mortgages to eligible households for the purpose of purchasing newly constructed affordable housing; and

WHEREAS, the affordable housing consisted of eight two-family homes at the following locations: 121-129 Orient Avenue and 286 and 290 Bergen Avenue; and

WHEREAS, on August 9, 1991, the City executed a second mortgage in the amount of \$59,000 in favor of Miguel and Evelyn Rivera (Borrowers) who resided at 129 Orient Avenue, a/k/a Block 22503, Lot 3, f/k/a Block 1984, Lot 80; and

WHEREAS the City's second mortgage was recorded in Book 782, at Page 00221 of the Register of Deeds for Hudson County on August 12, 1991; and

WHEREAS the affordability restrictions under the mortgage were for a period of ten (10) years; and

WHEREAS, the second mortgage included a provision that required the Borrowers to repay 95% of the incremental amount between the maximum allowable resale price and the fair market price of the property; and

WHEREAS on June 16, 2006 the property was sold; and

WHEREAS, the City has determined that there are no outstanding monetary obligations on behalf of the Borrowers under the City's second mortgage and the affordability period has now expired.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$59,000 affecting 129 Orient Avenue, Jersey City, also known as Block 22503, Lot 3, f/k/a Block 1984, Lot 80.

JML/he
11/14/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON -CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing the Business Administrator to Execute and discharge of Mortgage
129 Orient Avenue: A.K.A. Block 22503 lot 3 and F.K.A. as Block 1984 lot 80, because the affordability period and restrictive period has expired.

Initiator

Department /Division	HEDC	Economic Development
Name/Title	Jorge Dones	Senior Project Manager
Phone/Email	201-547-5070	georged@jcnj.org

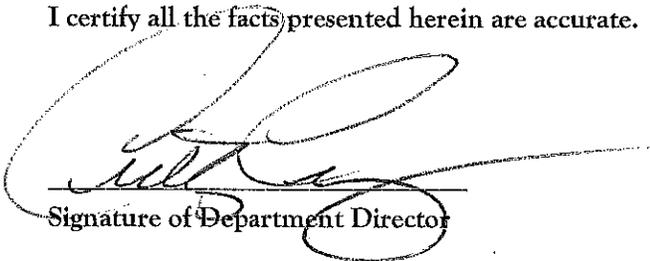
Resolution Purpose

This is a 2 family house that was assigned to the Jersey City Development Corporation (JCDC) by the City of Jersey City. The City utilized Community Development Block Grant (CDBG) funds in the form of a second mortgage to subsidize each 2 family home for \$59,000. There were a total of 16 two family homes developed in 1991 by J. P. Affordable Housing Holding Co.

The use of CDBG funds for this project was allowed by the National Affordable Housing Act (NAHA) of 1990 which amended the CDBG Act. The City interpreted the Act to allow it to hold the mortgages. However, after meeting with HUD, the City was informed that the City could not hold the mortgages, but a sub-recipient could. As a result, the City requested the JCDC to act as the mortgagor.

This property was sold on June 16, 2016 and the borrower never repaid the 95% of the incremental amount stated in the restriction to the City.

I certify all the facts presented herein are accurate.



Signature of Department Director

10/3/16
Date

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

City Clerk File No. Res. 16.768

Agenda No. 10.D

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY OWNED BY GENEIS OCEAN ASSOCIATES, AND KNOWN AS 445 OCEAN AVENUE A/K/A BLOCK 25804, LOTS 17-23

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on September 28, 2005, the City of Jersey City [City] adopted Ordinance 05-130, amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions), of the Jersey City Municipal Code, and established an Affordable Housing Trust Fund [AHTF] that is funded by the recipients of long term tax exemptions; and

WHEREAS, on November 21, 2006, the Municipal Council adopted Ordinance 06-144 approving a spending plan (Ordinance 05-130) to allow the use of the AHTF funds for property acquisition in limited instances, and to clarify fund dedications; and

WHEREAS, Genesis Ocean Associates, LLC [Genesis] is a developer proposing to construct sixty four (64) units of affordable housing on property it owns located at 445 Ocean Avenue, Block 25804, Lots 17-23 [Property]; and

WHEREAS, Genesis secured a construction loan from Bank of America [Construction Mortgage] in the amount of \$10,072,911, which will convert to a grant after construction is completed and the low income housing tax credits are issued (see letter attaches as Exhibit A); and

WHEREAS, on July 9, 2014, the City entered into a contract with Genesis to award \$1,500,000 in AHTF funds to develop the Project, to be secured by a mortgage and note in favor of the City; and

WHEREAS, on July 15, 2015, the Municipal Council adopted Ordinance 15-094, which approved a 30 year tax exemption for the Project and specifically required construction to commence within two (2) years from the date of the adoption of the ordinance; and

WHEREAS, in order to obtain the construction loan, the Bank requires the City to subordinate the Construction Mortgage to the Construction Mortgage construction and until the project's low income tax credits are issued; and

WHEREAS, the Construction Mortgage will be discharged at the completion of construction and the issuance of the low income housing tax credits, thereby placing the City's mortgage in first position; and

WHEREAS, so while the "as is" value of the property is \$1,600,000; and upon completion, only \$2,600,000, when the \$10,072,911 Construction Mortgage is discharged, the City's mortgage will be secured; and

WHEREAS, the City has reviewed the most recent abstract of title and confirmed that there are no other liens superior to the City's mortgage or against the subject Property other than the two (2) aforementioned mortgages; and

City Clerk File No. Res. 16.768
Agenda No. 10.D NOV 22 2016

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY OWNED BY GENEIS OCEAN ASSOCIATES, AND KNOWN AS 445 OCEAN AVENUE A/K/A BLOCK 25804, LOTS 17-23**

WHEREAS, the City has reviewed the request for subordination of its AHTF mortgage to the Construction Mortgage and concluded that due to the nature of the project and limited duration of the Construction Mortgage, and the fact that low income housing tax credits will be issued to pay off the Construction Mortgage, it is in the City's best interests to subordinate the City's mortgage notwithstanding the risk.

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

1. The Subordination of the City's \$1,500,000 Mortgage, affecting 445 Ocean Avenue, also known as Block 25804, Lots 17-23, to the interests of the \$10,072,911 Construction Mortgage with Bank of America, is hereby approved, subject to a clear title report and the issuance of low income housing tax credits.
2. The Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in substantially the form attached, and any other documents appropriate or necessary to effectuate the purposes of the within resolution, subject to approval of the Business Administrator and the Corporation Counsel.

JML/JM/he
11/14/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

Robert Byrne, City Clerk

Bank of America
Merrill Lynch



Community Development Banking
1 Bryant Park
New York, NY 10036
NY1-100-35-05

Diana DiPreta
Vice President
P 646-855-2688
diana.dipreta@bamll.com

June 6, 2016

Mr. Karim Hutson
c/o Genesis Companies
594 Broadway, Suite 804
New York, NY 10012

Re: **Dr Lena Frances Edwards Apartments**

Dear Mr. Hutson:

This letter expresses the interest of Bank of America, N.A., and, or, its affiliates ("Investor") in making an equity investment in a partnership for purposes of developing and owning a low-income family/senior housing project (the "Project"). This letter is intended to describe the terms and conditions of Investor's proposed equity investment.

1. **Project.**

The Project will consist of the new construction of 64 affordable housing units for low-income family contained in 1 residential buildings plus a community space, 3,000 SF of retail space, and the underlying land located in Jersey City, NJ.

2. **Tax Credits.**

The Project has received a preliminary reservation in 2016 or 2017 of federal low-income housing tax credits (the "Projected Federal Credits") totaling \$1,560,000 per annum from the New Jersey Housing & Mortgage Finance Agency (the "Credit Agency").

3. **Partnership.**

The Project will be owned and operated by a Genesis Ocean Urban Renewal Associates, LLC (the 'Operating Company'), with to be determined entity as Managing Member and Investor as Investor Member and an affiliate of Investor as Special Member. Managing Member, Investor, and Special Member will enter into an Operating Agreement (the 'Operating Agreement'). Managing Member will own a 0.01% interest in the Operating

Dr Lena Frances Edwards Apartments - 6/6/2016

Company; Investor will own a 99.99% interest in the Operating Company as Investor Member; and Special Member will own a 0.00% interest (the "Percentage Interests").

4. Project Financing.

Managing Member contemplates that the Operating Company will obtain the loans set forth below (the "Loans"):

- A. Construction Loan. A construction loan in an estimated amount of \$10,072,911 and with a term of 24 month(s) (the "Construction Loan") will be provided by Bank of America Merrill Lynch on terms to be approved by Investor.

The terms and conditions of each of the Loans and any other loan to the Operating Company will be subject to Investor's approval. Such loans will (i) expressly permit the admission of Investor into the Operating Company and the potential transfers of the partnership interests by Investor and Special Member without consent of the maker of the loan provided that such transfers are permitted under the Operating Agreement, and (ii) will provide Investor with notices of default and cure rights acceptable to Investor. All Permanent Loans will be non-recourse.

5. Other Parties.

- A. Developer. Genesis Companies, LLC or affiliate.
- B. Guarantor. Genesis Companies, LLC and Karim Hutson, joint and several.
- C. Financial Covenants. Financial covenants for the term of the guaranty obligations commencing upon Completion will include minimum Liquidity and Net Worth requirements as follows: Liquidity of \$500,000 and Net Worth of \$3,000,000.

This requirement will reduce subsequent to the expiration of the Operating Deficit Guaranty as follows: Liquidity of \$250,000 and Net Worth of \$1,500,000.

- D. Property Manager. WINN Management Co, LLC. The Property Manager is not affiliated with Developer, Guarantor, General Contractor, or Managing Member.
- E. General Contractor. Pyramid ETC Companies, LLC. The General Contractor is not affiliated with Developer, Guarantor, Property Manager, or Managing Member. The General Contractor will provide a Guaranteed Maximum Price GC is to provide a letter of credit in the amount of 10% of the construction hard cost contract in favor of the Bank or a full payment and performance bond by a Bank approved provider. The letter of credit must be from an institution, and with terms and conditions, acceptable to the Bank.

The qualifications and financial condition of each of the foregoing parties must be acceptable to Investor.

Dr Lena Frances Edwards Apartments - 6/6/2016

6. Capital Contributions.

Investor will make a total Capital Contribution equal to \$1.11 for each \$1.00 of Federal Tax Credits to which it will be entitled as a limited member. Based on the Projected Credits for the Operating Company this would amount to a total Capital Contribution of \$17,314,268 (the "Total Capital Contribution"). The Total Capital Contribution will be paid as follows:

Milestone	Conditions to be satisfied prior to payment	% Equity	\$ Equity
<u>Initial Capital Contribution</u>	(i) closing of the Operating Company (ii) closing of all construction financing for the Project (iii) evidence of either acquisition of, or a long-term leasehold interest in, the land and building for the Project (iv) evidence the Operating Company has received an allocation from the Credit Agency of 9% credits in an amount equal to the Projected Federal Credits (v) satisfactory completion of Investor's due diligence	10%	\$1,731,427
<u>50% Completion</u>	(i) the Bank has received the Bank's Construction Consultant's report evidencing 50% completion of the property. (ii) all prior capital contribution requirements have been completed. This contribution will occur no earlier than 04/01/2017.	14.56%	\$2,521,101
<u>90% Completion</u>	(i) the Bank has received the Bank's Construction Consultant's report evidencing 100% completion of the property (ii) temporary certificates of occupancy have been issued for building This contribution will occur no earlier than 10/01/2017.	15.00%	\$2,597,140
<u>Lease Up Complete/ Stabilization Contribution.</u>	(i) the Project is then at least 93% occupied (ii) all tax credit units have been leased to qualified tenants at least one time (iii) temporary certificates of occupancy have been issued for building (ii) all prior capital contribution requirements have been completed. This contribution will occur no earlier than 04/01/2018.	25.00%	\$4,328,567

Bank of America 
Merrill Lynch

Community Development Banking
1 Bryant Park
New York, NY 10036
NY1-100-35-05

Diana DiPréta
Vice President
P 646-855-2688
diana.dipreta@baml.com

November 14, 2016

Joanne Monahan
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Dear Ms. Monahan:

Based on the attached letter of intent dated June 6, 2016, Bank of America, N.A. (the “Investor”) has committed to making an equity investment of \$17,314,268 to Genesis Ocean Urban Renewal Associates, LLC. The equity investment will come in according to certain timeline and construction benchmarks: \$4,328,567 of the equity installment, the “Lease Up Complete/Stabilization Contribution”, and \$5,919,605, the “Achieved 1.02 Income/Expense Ratio Capital Contribution”, are earmarked to repay the Construction Loan from Bank of America, N.A. in the amount of \$10,072,911.

Sincerely,

Diana J. DiPréta
Vice President

Enclosure

STATE OF NEW JERSEY
COUNTY OF HUDSON

Prepared by:

James M. LaBianca
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ____ day of November 2016, by and among the following: Genesis Ocean Associates, LLC, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and Bank of America, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 445 Ocean Avenue, Jersey City, New Jersey a/k/a Block 25804, Lot 17-23.
2. The superior debt is more fully described in a note in the original principal sum of \$10,072,911 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a Second Mortgage in the original principal sum of \$1,500,000 executed by Borrowers and the City made payable to Borrowers and secured by a Security Instrument which has been or will be file of record in the above County;

4. The Lender's superior debt will not be a permanent loan and will convert to a grant upon the completion of construction, which is expected to be completed within 2 years from adoption of Ordinance 15-094, which was adopted on July 15, 2015;
5. When the construction is complete the City's Second Mortgage will be in first position;
6. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
7. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this ____ day of November 2016.

CITY OF JERSEY CITY

By:
Robert J. Kakoleski
Business Administrator

STATE OF NEW JERSEY)

ss.:

COUNTY OF HUDSON)

I CERTIFY that on November _____, 2016, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

James M. LaBianca
Attorney at Law, N.J.

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

City Clerk File No. Res. 16.769

Agenda No. 10.E

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$305,642.28 AND A REDUCTION IN ASSESSMENTS TO SETTLE A TAX APPEALS FILED BY VARIOUS PROPERTY OWNER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; 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 taxpayers and the City agree that all interest payments on any such refund shall be waived by the taxpayers if such refunds 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 taxpayers and by certified real estate appraisers engaged by the City, the Tax Assessor and Tax Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessments to reflect the actual fair assessable value of the property 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.

This settlement will result in a refund and/or credit in the amount of \$305,642.28.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-22-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Schedule A - Dated: November 3, 2016; Meeting: November 22, 2016

16.769 NOV 22 2016

Block	Lot	Address	Tax Year	Taxpayer/Owner	Description	Present Assessment	Settled Assessment	Assessment Reduction	Refund
292.1	1	629 Grove Street	2010	New Rock Property	8 Story Brick Warehouse	\$7,738,800	\$7,250,000	\$ 488,800	\$ 33,741.86
292.1	1	629 Grove Street	2011	New Rock Property	8 Story Brick Warehouse	\$7,738,800	\$7,250,000	\$ 488,800	\$ 34,255.10
6002	9	629 Grove Street	2012	New Rock Property	8 Story Brick Warehouse	\$7,738,800	\$7,250,000	\$ 488,800	\$ 35,115.39
6002	9	629 Grove Street	2013	New Rock Property	8 Story Brick Warehouse	\$7,738,800	\$7,250,000	\$ 488,800	\$ 36,493.81
6002	9	629 Grove Street	2014	New Rock Property	8 Story Brick Warehouse	\$7,738,800	\$7,250,000	\$ 488,800	\$ 36,337.39
6002	9	629 Grove Street	2015	New Rock Property	8 Story Brick Warehouse	\$7,738,800	\$7,250,000	\$ 488,800	\$ 36,572.02
225	A	630 Grove Street	2010	New Rock Property	Vacant Land	\$1,011,200	1,011,200	0	\$0.00
225	A	630 Grove Street	2011	New Rock Property	Vacant Land	\$1,011,200	1,011,200	0	\$0.00
6101	1	630 Grove Street	2012	New Rock Property	Vacant Land	\$1,011,200	1,011,200	0	\$0.00
6101	1	630 Grove Street	2013	New Rock Property	Vacant Land	\$1,011,200	1,011,200	0	\$0.00
6101	1	630 Grove Street	2014	New Rock Property	Vacant Land	\$1,011,200	1,011,200	0	\$0.00
6101	1	630 Grove Street	2015	New Rock Property	Vacant Land	\$1,011,200	1,011,200	0	\$0.00
740	D4.99	178 Ogden Avenue	2010	Harborview Holding, LLC	5 Story Brick Nursing Home	\$4,400,000	\$4,200,000	\$200,000	\$13,806.00
740	D4.99	178 Ogden Avenue	2011	Harborview Holding, LLC	5 Story Brick Nursing Home	\$4,400,000	\$4,200,000	\$200,000	\$14,016.00
5103	1	178 Ogden Avenue	2012	Harborview Holding, LLC	5 Story Brick Nursing Home	\$4,400,000	\$4,200,000	\$200,000	\$14,368.00
5103	1	178 Ogden Avenue	2013	Harborview Holding, LLC	5 Story Brick Nursing Home	\$4,400,000	\$4,200,000	\$200,000	\$15,493.20
5103	1	178 Ogden Avenue	2014	Harborview Holding, LLC	5 Story Brick Nursing Home	\$4,400,000	\$4,200,000	\$200,000	\$14,868.00
5103	1	178 Ogden Avenue	2015	Harborview Holding, LLC	5 Story Brick Nursing Home	\$4,400,000	\$4,200,000	\$200,000	\$14,964.00
2401	29	391 Ogden Avenue	2015	Leonisa C. Arcilla	1 Story Concrete Bl. Garage	\$140,000	\$65,000	\$75,000	\$5,611.50
								Total	\$305,642.28

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing Refund(s)/Credit(s) of \$305,642.28 and Reduction(s) in Assessment to Settle Tax Appeal(s) filed by Property Owner(s).

Project Manager

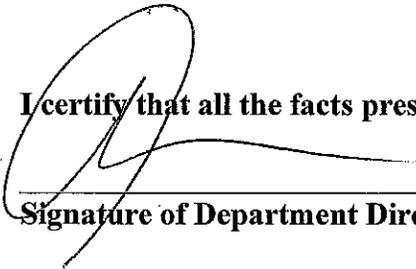
Department/Division	Tax Assessor's Office	Tax Assessor's Office	
Name/Title	Eduardo Toloza	Director/ Assessor	
Phone/email	201-547- 4804	Edward@jcnj.org	

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

Contract Purpose

The attached resolution requests the Municipal Council to authorize settlement agreement(s), which was(were) negotiated between the Tax Assessor and the owner of the property(ies) listed on the attached Schedule. The refund(s) result(s) from agreement that the assessment(s) on the property(ies) fell outside the range permitted for tax years 2010 through 2015. The total tax dollar refund for the settlement is \$305,642.28.

I certify that all the facts presented herein are accurate.



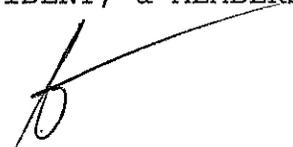
Signature of Department Director

11/3/14
Date

**CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR**

DATE: 3 NOVEMBER 2016

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & MEMBERS OF THE CITY COUNCIL

FROM: EDUARDO TOLOZA, TAX ASSESSOR 

SUBJECT: PROPOSED RESOLUTION/TAX APPEAL SETTLEMENT AGREEMENTS

=====

The attached resolution requests the Municipal Council to authorize settlement agreements, which was(were) negotiated between the Tax Assessor and the owner(s) of the property listed on the attached Schedule. The refund(s) result(s) from agreement(s) that the assessment(s) on the property fell outside the range permitted for tax years 2010 through 2015. The total tax dollar refund for the settlements is \$305,642.28.

I recommend this settlement as being in the best interest of the City.

ET/mbh

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

City Clerk File No. Res. 16.770

Agenda No. 10.F

Approved: NOV 22 2016



TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 48 FOOT LOADING ZONE AT 335-337 NEWARK AVENUE, TUESDAY THROUGH SUNDAY, 10:00 A.M. TO 2:00 P.M. AND A 45 FOOT LOADING ZONE ON FOURTH STREET (BEHIND WHITE EAGLE) 213 FEET SOUTH OF NEWARK AVENUE, TUESDAY THROUGH SUNDAY, 10:00 A.M. TO 2:00 P.M. AND 6:00 P.M. TO 10:00 P.M.

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Municipal Engineer for the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

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

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulations (No. 16-066 and 16-067) be promulgated designating a loading zone at the locations described therein.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 16-066) Newark Avenue, south side, beginning 63 feet east of Merseles Street and extending to a point 48 feet easterly, Tuesday through Sunday, 10:00 a.m. to 2:00 p.m.

(Reg. 16-067) Fourth St, west side, beginning 213 feet south of Newark Avenue and extending to a point 45 feet southerly, Tuesday through Sunday, 10:00 a.m. to 2:00 p.m. & 6:00 p.m. to 10:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
 c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature] (for)
 Municipal Engineer

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

JDS:pcl
 (10.31.16)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 48 FOOT LOADING ZONE AT 335-337 NEWARK AVENUE, TUESDAY THROUGH SUNDAY, 10:00 A.M. TO 2:00 P.M. AND A 45 FOOT LOADING ZONE ON FOURTH STREET (BEHIND WHITE EAGLE) 213 FEET SOUTH OF NEWARK AVENUE, TUESDAY THROUGH SUNDAY, 10:00 A.M. TO 2:00 P.M. AND 6:00 P.M. TO 10:00 P.M.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Charles Harrington, Attorney at Law on behalf of Ben LoPiccolo Development Group, 26 Journal Square, JCNJ 201.8503402	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

A RESOLUTION DESIGNATING A 48 FOOT LOADING ZONE AT 335-337 NEWARK AVENUE, TUESDAY THROUGH SUNDAY, 10:00 A.M. TO 2:00 P.M. AND A 45 FOOT LOADING ZONE ON FOURTH STREET (BEHIND WHITE EAGLE) 213 FEET SOUTH OF NEWARK AVENUE, TUESDAY THROUGH SUNDAY, 10:00 A.M. TO 2:00 P.M. AND 6:00 P.M. TO 10:00 P.M.

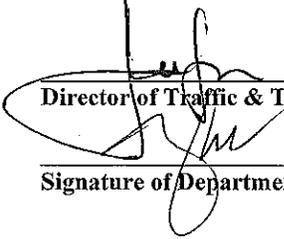
These two loading zones will service:

- White Eagle Hall – Restaurant/bar and theater/live performances
- Cellar 335 – Restaurant/Bar
- Madame Claude Bis – Restaurant/Bar

The loading zone on Fourth Street will accommodate trucks making deliveries to the restaurants and the delivery of sound & stage equipment, props, costumes and lights to the Theatre.

The loading zone on Newark Avenue will facilitate loading/unloading food, beverages, linens, glassware, etc for the restaurant at Eagle Hall.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

11/3/16

Date
11/3/16

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

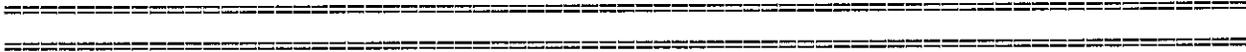
CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 16-066

October 31, 2016



**LOADING ZONE REGULATION
DESIGNATED**

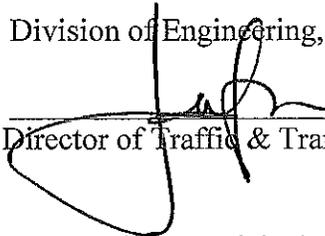
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

335-337 Newark Avenue – South Side

Beginning at a point approximately 63 feet east of Merseles Street and extending to a point 48 feet easterly therefrom.

Time: Tuesday through Sunday
10:00 a.m. to 2:00 p.m.

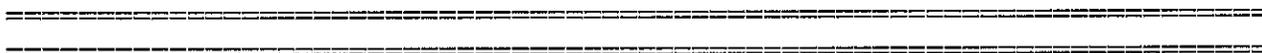
Division of Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: NOV 22 2016





STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 16-067

October 31, 2016

**LOADING ZONE REGULATION
DESIGNATED**

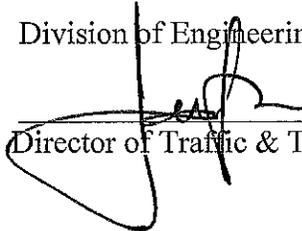
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Fourth Street – West Side

Beginning at a point approximately 213 feet south of Newark Avenue and extending to a point 45 feet southerly therefrom.

Time: Tuesday through Sunday
10:00 a.m. to 2:00 p.m.
6:00 p.m. to 10:00 p.m.

Division of Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: NOV 22 2016

Google Maps 331 Newark Ave

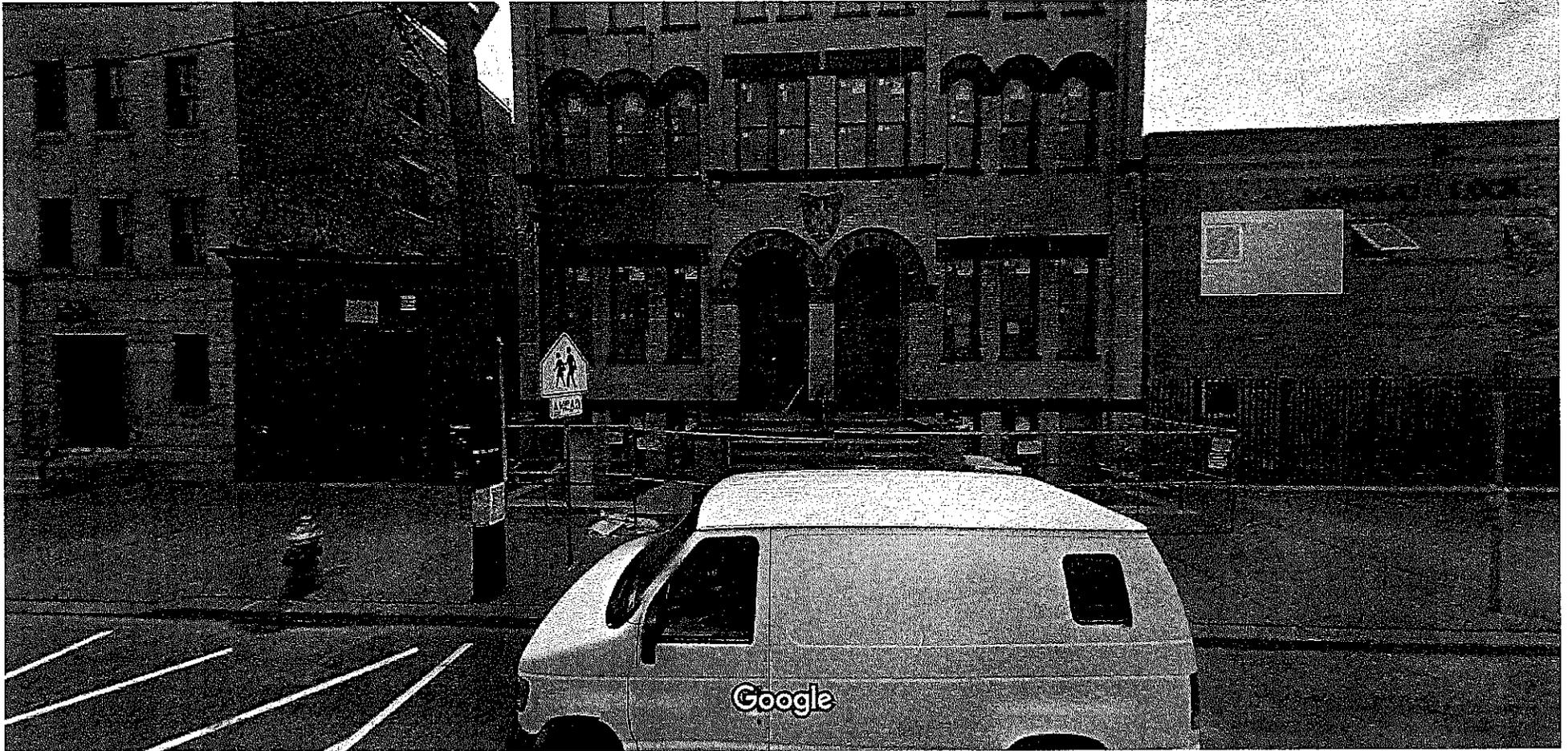


Image capture: Jun 2015 © 2016 Google

Jersey City, New Jersey

Street View - Jun 2015



Google Maps 456 4th St



Image capture: Jun 2015 © 2016 Google

Jersey City, New Jersey

Street View - Jun 2015

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

City Clerk File No. Res. 16.771

Agenda No. 10.6

Approved: NOV 22 2016



TITLE: **RECOGNIZING RAYMOND MARTIN AS
JERSEY CITY'S
PARALYMPIC CHAMPION**

Council as a whole offered and moved adoption of the following resolution:

WHEREAS, Raymond Martin, as a senior at County Prep High School in Jersey City, pursued his dream by enrolling into the 2012 London Paralympics. Through his hard work and dedication, Raymond became a Paralympics Champion winning four Gold Medals; and

WHEREAS, Raymond Martin did not stop there. Later that year he was nominated for Best Male Athlete with a Disability; and

WHEREAS, in 2013, Raymond Martin was the first male athlete to win five Gold Medals in one sporting event; and

WHEREAS, Raymond Martin holds the World Record for his classification T52 in the 100, 200, 400, 800, 1500 and 5000 Meters races; and

WHEREAS, Raymond Martin is able to balance his life between practice and his studies. Raymond is currently a senior at the University of Illinois completing his education in Kinesiology for a career as a Physician's Assistant; and

WHEREAS, Raymond is excited to share that he will be competing on Team USA representing the City of Jersey City in a Paralympics Competition; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Jersey City, does hereby recognize and congratulate Paralympics Champion, Raymond Martin on his accomplishments and wish him much success in all of his future endeavors.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.772

Agenda No. 10.H

Approved: NOV 22 2016

TITLE:



Resolution Honoring Michele M. Dupey For Her Dedicated Service

WHEREAS, the City of Jersey City is proud to recognize Michele M. Dupey during the celebration of her retirement after 14 years of service on Friday, January 27, 2017; and

WHEREAS, Michele M. Dupey received her B.A. in communications and psychology from Montclair State University in 1975, she went on to receive her Copywriting Certificate from New York University in 1988, and received her Master in Library & Information Science from Rutgers University in 2010. Michele M. Dupey started off with her career in the Hudson County government, she then became a freelancer, and then finally transitioned to the Jersey City Free Public Library; and

WHEREAS, Michele M. Dupey has had numerous achievements throughout her career, including producing and promoting the year-long Sesquicentennial of Hudson County, the 2002 & 2003 Jersey City Railroad Heritage Festivals at Liberty State Park, and the Women's History Month programs. As Library Public Information Officer, Michele M. Dupey produced many viral stories, numerous book festivals, and developed the *Fit for Life* wellness program; and

WHEREAS, Michele M. Dupey has taken pride in representing the history through literature throughout her career and will continue to do so in her retirement as she continues to work on her manuscript and assists her husband in fulfilling his dream of creating a museum that honors his parents, Edna Mae and Sugar Ray Robinson; and

WHEREAS, a faithful member of Jersey City's Free Public Library, Michele M. Dupey will be missed for not only her professional service to the City of Jersey City, but for her friendship and loyalty throughout the years; and

WHEREAS, Michele M. Dupey will retire from the City of Jersey City on January 27, 2017 after 14 years of service.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City do hereby commend Michele M. Dupey on this momentous occasion of her retirement celebration. May she enjoy her retirement in health and happiness.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.773

Agenda No. 10.I

Approved: NOV 22 2016

TITLE:



Resolution honoring Carolyn Joann Armour For Her Dedicated Service

WHEREAS, the City of Jersey City is proud to recognize **Carolyn Joann Armour** during the celebration of her retirement after 14 years of service on Thursday, December 8, 2016; and

WHEREAS, longtime Jersey City Resident, **Carolyn Joann Armour** began her employment with the City of Jersey City on June 19, 2002 where she worked first in the Business Administrators Office, and then in the Personnel Office, and finally in the Directors Office where she served as an Administrative Assistant to the Director for 14 years; and

WHEREAS, **Carolyn Joann Armour** began her career at Metropolitan Life Insurance Company on Madison Avenue in New York City, and then worked for Prudential Securities in downtown New York City for 31 years. Upon leaving Prudential Securities, **Carolyn Joann Armour** pursued her education at Career Blazers Learning Center, NYC to improve her computer skills, which provided her with the necessary skills to succeed in her position with the City of Jersey City ; and

WHEREAS, **Carolyn Joann Armour** enjoys sewing, is an avid crafter, and is a lover of music, and has been an active member of her church since her youth.

WHEREAS, a faithful member of Jersey City's Free Public Library, **Carolyn Joann Armour** will be missed for not only her professional service to the City of Jersey City, but for her friendship and loyalty throughout the years; and

WHEREAS, **Carolyn Joann Armour** will retire from the City of Jersey City on December 8, 2016 after 14 years of service.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City do hereby commend **Carolyn Joann Armour** on this momentous occasion of her retirement celebration. May she enjoy her retirement in health and happiness.

ATTEST:

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Manahan
for Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.774

Agenda No. 10.J

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP TO PROVIDE PROGRAM MANAGEMENT AND RELATED SERVICES FOR VARIOUS PROGRAMS ADMINISTERED BY THE DIVISION OF COMMUNITY DEVELOPMENT

WHEREAS, the City of Jersey City's ("City") Division of Community Development ("Division") administers various US Department of Housing and Urban Development (HUD) programs that are federally funded; and

WHEREAS, Resolution 16.301, approved on May 11, 2016, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract to perform program management and related services for the Division; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the City advertised for proposals and received two proposals, one from PricewaterhouseCoopers Public Sector LLP 1800 Tysons Boulevard, 6th Floor, McLean, VA 22102 and one from Mullin & Lonergan Associates, 800 Vinial Street, Pittsburgh, PA 15212

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to PricewaterhouseCoopers Public Sector LLP; and

WHEREAS, the contract term is two years and PricewaterhouseCoopers Public Sector LLP agrees to provide program management and related consulting services for a total contract amount of \$154,702;

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

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide program management and related consulting services is awarded to PricewaterhouseCoopers Public Sector LLP;
2. The term of the contract is two years and the total cost of the contract is \$154,702;
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
4. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
6. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of funds in the 2017 and 2018 fiscal year budgets; and

City Clerk File No. Res. 16.774
 Agenda No. 10.J NOV 22 2016

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY
 BID CONTRACT TO PRICEWATERHOUSECOOPERS PUBLIC SECTOR
 LLP TO PROVIDE PROGRAM MANAGEMENT AND RELATED
 SERVICES FOR VARIOUS PROGRAMS ADMINISTERED BY THE
 DIVISION OF COMMUNITY DEVELOPMENT**

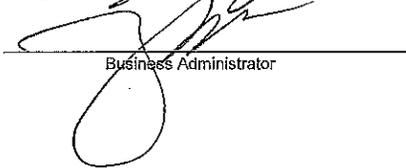
7. The award of this contract shall be subject to the condition that PricewaterhouseCoopers Public Sector LLP provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.

FY'	Account No.	Amount	P.O. No.
2013	37-200-56-907-314	\$ 77,000	123085
2015	57-200-56-851-918	\$ 77,702	123084
TOTAL		\$154,702	

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$154,702 are available in accounts noted above.



Donna Mauer, Chief Financial Officer

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

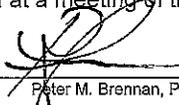
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

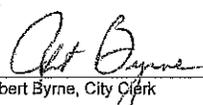
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A COMPETATIVELY BID CONTRACT TO PRICEWATERHOUSE COOPERS TO PROVIDE PROGRAM MANAGEMENT AND RELATED SERVICES FOR VARIOUS PROGRAMS ADMINISTERED BY THE DIVISION OF COMMUNITY DEVELOPMENT

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	5304	CGandulla@jcnj.org

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

Contract Purpose

The City requested proposals from qualified Community Development consulting firms for the provision of technical assistance, guidance in the planning, audit resolution, administration and implementation of the Community Development Block Grant (CDBG), Community Services Block Grant (CSBG), Housing Opportunities for Persons With AIDS (HOPWA), Emergency Solutions Grant (ESG), and HOME programs for DCD. In recognition of the complexities involved in complying with HUD regulations the City desires to enlist the help of a consulting firm with extensive experience with the CDBG, HOME, ESG and HOPWA Programs. The Consultant shall provide DCD with assistance and guidance in the planning, administration and implementation of the programs. The Consultant will provide technical assistance to DCD to provide direction and guidance on audit resolution to weakness in program administrative controls.

Cost (Identify all sources and amounts)

\$154,702

Contract term (include all proposed renewals)

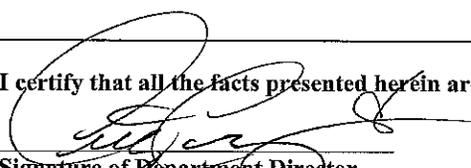
Two (2) years

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11/14/16
Date



City of Jersey City, NJ

Division of Community Development

Evaluation of Program Management & Related Services Proposal

November 7, 2016

EXECUTIVE SUMMARY

On June 28, 2016, the City received two proposals in response to its Request for Proposals (RFP) for program management and related services. There were two proposals submitted for evaluation.

The proposal submitted by Mullin & Lonergan Associates was ranked by the evaluators. The cost of the proposal is \$48,405 for one year.

The proposal submitted by PricewaterhouseCoopers was ranked by the evaluators. The cost of the proposal is \$154,702 for one year.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11-4.1 et seq), it is recommended that a contract be awarded to PricewaterhouseCoopers to provide program management and related services to the City as outlined in its proposal. The proposal from Mullin & Lonergan did not answer the core of the RFP which was related to steps that the City needs to take in order to address findings listed in the Office of Inspector General /US Department of Housing and Urban Development (OIG/ HUD) Audit of the Division of Community Development. Specifically the audit findings related to weaknesses in program administrative controls, program income administration/ reporting, unsupported program costs, and activities not always administered in compliance with program requirements. The OIG/HUD attributed the weaknesses to lack of administrative controls. PricewaterhouseCoopers stated in its proposal the steps it would take to address the deficiencies within the audit and would facilitate the City in improving the weaknesses. PricewaterhouseCoopers has key personnel who would work with the City, who are located in New York City, that have experience with audits and audit resolution. Mullin & Lonergan offered a broad framework of technical assistance rather outlining specific steps to move the City forward. Mullin & Lonergan are limited in assisting the City with program administration due to location and cost. The RFP stated what program improvements are necessary for the City to ensure that the findings could be answered with positive steps so that the City does not incur potentially severe financial repercussions. Therefore it is in the best interest of the City to satisfy the requirements of the audit.

BACKGROUND

Competitive contracting (N.J.S.A. 40A:11-4.1 et seq) was employed to solicit proposals that would attract the best qualified respondents. On June 28, 2016, the City received two responses to the original RFP and the initial evaluation process was started.

Introduction/Scope of Services

The City of Jersey City solicited proposals for program management and related services for the Division of Community Development.

The scope of services, as detailed in the RFP, consists of the following:

Description of Program

The Scope of Work shall include but not be limited to the following items:

- Provide technical assistance for direct project administration and implementation of the City's CDBG projects.
- Prepare Agreements to implement Community Development Block Grant Programs with DCD including project descriptions and budgets.
- Prepare and process amendments to the Agreements to implement for continuing projects.
- Provide CDBG financial management assistance.
- Provide Davis-Bacon and Section 3 monitoring for construction projects.
- Ensure compliance with all applicable Federal, State and Local laws and policies.

PricewaterhouseCoopers submitted a fixed cost per item for certain deliverables and an Hourly Rate for on-going Technical Assistance services.

PART ONE: Deliverables: Please submit a price for the completion of each listed document or service. Included are specific documents that the City has determined the City will be required to submit to HUD.

- 1) Preparation of the FY 2017 Annual Action Plan (anticipated due date to HUD is mid-February 2017), and execution of all elements required for that preparation (i.e. Public Hearings) to ensure compliance;
- 2) Preparation of the FY 2016 Consolidated Annual Performance and Evaluation Report (CAPER) due to HUD June 30, 2017;
- 3) Preparation of Other Documents: list other specific documents /reports that are not listed. The Consultant shall provide a work order and specify a lump sum price.
- 4) Prepare an Annual Report for the current and future fiscal year to be distributed electronically and manually to client base and stakeholders.
- 5) Assist in the resolution of Audit findings of HOME and CDBG.
- 6) IDIS Technical Assistance, project setup, IDIS cleanup and preparation.

- 7) Develop and incorporate a performance measurement component as required by HUD regulations.
- 8) Conduct at least 2 (two) Public Hearings, with additional Public Hearings and Study Sessions being conducted with the City Council and City Officials as needed, and help organize and run the Bidder's Conference.
- 9) Prepare draft Public Hearing notices and other Public Notices as may be applicable.

The City reserves the right to prepare each document in house, but may enlist the Consultant to advise, or participate in the preparation of some or all of the documents on an hourly basis under the next category (Community Development Advisory Services).

PART TWO: Community Development Advisory Services: Activities may include but may not be limited to:

Services may be requested from time to time for the following tasks which may include but are not limited to the following:

- Preparation of any studies required by the HUD (such as Citizen Participation Plan, Fair Housing Analysis, Section 504 Self Evaluation, Section 3 Plan, Procurement Policy, etc.)
- Assist in the preparation of Semi-Annual and Annual Performance Reports, Section 3 reporting or other reports as HUD may require from time to time
- Preparation of program guidelines or management plans that would be instructive for complying with the HUD Programs such as Subsidy and layering requirements, program monitoring plans, HOME Policies and Procedures, Recapture Resale policies, Affordable Housing, etc.
- Direct the preparation of project specific layering and underwriting, Affordable Housing Trust Fund, HOME and CDBG grants.
- The City and assistance in carrying out specific program activities, including compliance with State and Federal Statutes, circulars, executive orders and regulations which directly relate to the Federal grant programs.
- Provide, as requested, oversight or monitoring of the activities to ensure program compliance
- Provide updates and information on changes related to program requirements or regulations.
- Assist in applying for or modifying Section 108 Loan Guarantee assistance and other forms of State and Federal assistance.
- Assist in selecting and qualifying Neighborhood Revitalization Strategy Areas.
- Other related programmatic tasks.

Evaluation Committee

The evaluation committee consisted of five employees with experience in Construction Management, Project Development, Environmental Review, Administration, Real Estate Portfolio Management, Business Administration, Business Strategy and Business Development, in order to provide a well-rounded assessment of the vendor's abilities. The members of the committee were:

- Carmen Gandulla, Director, DCD
- Gigi Gazón, Assistant Director, DCD

- James LaBianca, Law Department
- Elizabeth Castillo, Budget office
- Brianna Lawrence, Office of Innovation

Proposals Received

A total of two proposals were received in response to the City’s RFP. They are listed below with the proposed costs for the first year:

Vendor	Year 1
Mullin & Lonergan Associates	\$48,405
PricewaterhouseCoopers	\$154,702

Evaluation Process

The evaluation process consisted of the following steps:

- A Review Committee was formed with the members listed above.
- Meeting with Committee members to discuss the process.
- Final independent review of proposals and submission of evaluation matrix

Summary of Proposals

There were two proposals received.

Mullin & Lonergan Associates proposed a cost of \$48,405. Mullin & Lonergan Associates provided a Project Work Plan with a Project Organization chart. Mullin & Lonergan Associates outlined deliverables and corresponding delivery dates. Mullin & Lonergan Associates submitted costs associated with the Annual Action Plan and the CAPER, with technical assistance as well. Mullin & Lonergan did not address the key items listed in the RFP which were program management and the related services criteria that are necessary to answer the audit findings and fully address the needs of the City. Mullin & Lonergan Associates provided projects and references. Mullin & Lonergan Associates provided résumés for key staff and financial statements. The staff of Mullin & Lonergan does not have experience listed that deals with audit findings. Mullin & Lonergan Associates provided a chart with the following specific information in the chart below:

2017 Annual Action Plan	Project Mobilization, Review of Applications Submission, Preparation of AAP, Preparation of Budget, Public Display & IDIS Entry, Final Revisions, Approval, HUD Submission, City Council Presentation, Public Hearing, Bidder Conference and Technical Support during HUD Review
2016 CAPER	Preparation of Caper, Public Display, IDIS Entry, Final Revision, Approval, HUD Submission and Technical Support During HUD Review
Technical Assistance Services	HOME & Affordable Housing Management (Which will include project takeover and administrative services: Subsidy Layering and Underwriting Analysis,) Audit Resolution, CDBG Initial Policy and Procedures Manual Creation. Staff training and continuation of IDIS Clean Up.

PricewaterhouseCoopers proposed a cost of \$154,702. PricewaterhouseCoopers provided information indicating the objectives for the City and how success would be measured. PricewaterhouseCoopers did provide key deliverables information. PricewaterhouseCoopers provided information in direct response to the program management and related services criteria, specifically related to the audit response and Integrated Disbursement and Information System (IDIS) cleanup, which are key elements stated in the RFP. PricewaterhouseCoopers has personnel who will work with the City that have audit experience, in particular addressing issues raised in an audit. PricewaterhouseCoopers submitted a Condensed balance sheet within a Financial Resources Statement. PricewaterhouseCoopers provided background data for key personnel. In terms and conditions of the contract the vendor will bill the City as service are provided and completed. The fees are paid out as invoiced by the vendor for services performed either on a monthly, quarterly, etc.as described in the contract. The breakdown of total cost is Program Schedule \$31,080, Compliance Monitoring Plan, \$70,280, Closeout Plan, \$20,340 and Reporting Dashboard \$33,020. Below is PricewaterhouseCoopers chart of service with the following specific information:

Program Schedule	<p>Microsoft Project schedule for all current projects (approx.. 50) including:</p> <ul style="list-style-type: none"> • Programmatic HUD milestones • City Council requirements • project execution activities • Communication Strategy • Develop and incorporate a performance measurement component as required by HUD regulations
Compliance Monitoring Plan	<p>Compliance monitoring plan including:</p> <ul style="list-style-type: none"> • Monitoring requirements for Jersey City (Grantee) and different types of subgrantees • Monitoring schedule • Compliance checklist, forms and templates for execution of monitoring plan • Assist in the resolution of Audit findings of HOME and CDBG • IDIS Technical Assistance, project setup, IDIS cleanup and preparation
Closeout Plan	<p>Closeout plan including:</p> <ul style="list-style-type: none"> • Eligibility and National Objective validation • Period of performance requirements • File management and document maintenance • Closeout checklist
Reporting Dashboard	<p>Tableau dashboard including:</p> <ul style="list-style-type: none"> • Program and project level financials progress • Program and project level schedule progress • Compliance performance

EVALUATION RESULTS

The scores received for each proposal are shown below:

Vendor	Carmen Gandulla	Gigi Gazón	Jim LaBianca	Elizabeth Castillo	Brianna Lawrence	Total
Mullin & Lonergan Associates	90	115	105	105	103	518
PricewaterhouseCoopers	113	90	109	100	108	520

The detailed evaluation spreadsheets for all reviewers appear in Appendix B.

Appendix A: Certifications of No Conflict of Interest



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

Mullin & Lonergan Associates

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

CARMENGAJOLIA

Print Name

A handwritten signature in black ink, appearing to read "Carmen Gajolia", written over a horizontal line.

Signature

11/3/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City
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Competitive Contracting Evaluation:**

Mullin & Lonergan Associates

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Genevieve Grazin

Print Name

[Handwritten Signature]

Signature

Nov. 3 2016

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



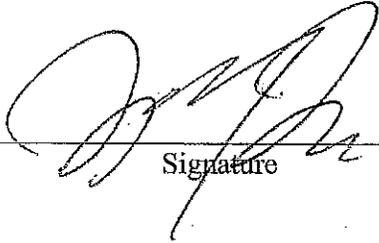
**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

Mullin & Lonergan Associates

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James LaBianca

Print Name



Signature

11-3-16

Date

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**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

Mullin & Lonergan Associates

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Elizabeth Castillo

Print Name

A handwritten signature in cursive script, appearing to read "Elizabeth Castillo", written over a horizontal line.

Signature

11/2/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



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Competitive Contracting Evaluation:**

Mullin & Lonergan Associates

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Bonnie Lawrence

Print Name

[Handwritten Signature]

Signature

10/2/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

PricewaterhouseCoopers

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CARMEN CANONIA

Print Name

A handwritten signature in black ink, appearing to read "Carmen Canonía", written over a horizontal line.

Signature

11/3/14

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

PricewaterhouseCoopers

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Genevieve Gazon

Print Name

[Handwritten Signature]

Signature

Nov. 3, 2016

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

PricewaterhouseCoopers

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James LaBianca

Print Name

[Handwritten Signature]

Signature

10-3-16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



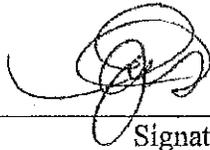
**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

PricewaterhouseCoopers

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Elizabeth Castillo

Print Name



Signature

11/2/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

PricewaterhouseCoopers

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Brianna Lawrence

Print Name

[Handwritten Signature]

Signature

11/2/14

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Appendix B: Scoring Sheets



Division of Community Development

Program Management and Related Services Review Committee

No requirements met
Some or Most requirements met
All requirements met or exceeded

Evaluation Results: Mullin & Lonergan

Proposed Cost: \$48,405

Qualifications	Best Possible Score	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
		Carmen Gandulla	Gigi Gazon	Jim LaBianca	Elizabeth Castillo	Brianna Lawrence	
		Score	Score	Score	Score	Score	
Experience and Capacity	40 points	28	40	35	40	30	
Approach and Methodology	20 points	12	15	10	20	15	
Price Proposal Detailed cost breakdown (15 points) Cost appropriate to scope of project (15 points)	30 points	25	30	30	15	30	
Commitment to Complying with all applicable Federal, State and Local Regulations	10 points	10	10	10	10	10	
Prior Experience / References	10 points	8	8	8	10	8	
Personnel Assigned	10 points	5	10	7	5	5	
Commitment to Diversity	5 points	2	2	5	5	5	
Totals		90	115	105	105	103	518



Division of Community Development

Program Management and Related Services Review Committee

No requirements met
Some or Most requirements met
All requirements met or exceeded

Evaluation Results: PricewaterhouseCoopers

Proposed Cost: \$154,720

Qualifications	Best Possible Score	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	
		Carmen Gandulla	Gigi Gazon	Jim LaBianca	Elizabeth Castillo	Brianna Lawrence	
		Score	Score	Score	Score	Score	
Experience and Capacity	40 points	35	30	35	20	35	
Approach and Methodology	20 points	20	20	20	20	20	
Price Proposal Detailed cost breakdown (15 points) Cost appropriate to scope of project (15 points)	30 points	25	15	25	30	20	
Commitment to Complying with all applicable Federal, State and Local Regulations	10 points	10	10	10	10	10	
Prior Experience / References	10 points	8	5	7	5	10	
Personnel Assigned	10 points	10	5	7	10	8	
Commitment to Diversity	5 points	5	5	5	5	5	
Totals		113	90	109	100	108	520

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

City Clerk File No. Res. 16.775

Agenda No. 10.K

Approved: NOV 22 2016

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF
A CONTRACT WITH NW FINANCIAL GROUP, LLC.
TO PROVIDE FINANCIAL ADVISORY SERVICES**



COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, Resolution No. 16.026, approved on January 1, 2016, awarded a one-year contract in the amount of \$125,000 to **NW Financial Group, LLC.** to provide financial advisory services; and

WHEREAS, the Request for Proposals and the Agreement provided the City of Jersey City (City) with the option to renew the contract for an additional one year with no price change; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 1, 2017 and ending on December 31, 2017; and

WHEREAS, the total cost of the contract renewal is **\$125,000**; and

WHEREAS, funds in the amount of \$125,000.00 are available in Account# 04-215-55-923-990; and

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **NW Financial Group, LLC.** to provide financial advisory services for the City of Jersey City (City);
- 2) The renewal contract is for a one-year period effective as of January 1, 2017, and the total cost of the contract shall not exceed **\$125,000**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Capital Account# 04-215-55-923-990 for payment of the above resolution. PO# 123101

City Clerk File No. Res. 16.775

Agenda No. 10-K NOV 22 2016

TITLE:

APPROVED: *Rolando Lavarro* CFO

APPROVED AS TO LEGAL FORM
Joanne Monahan
701 Corporation Counsel

APPROVED: *[Signature]*
Business Administrator

Certification Required
Not Required **APPROVED 7-01**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSTAIN			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

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

Contract Purpose

This will renew the contract with NW Financial Group, LLC for an additional year for no price change as stated in the City's RFP for financial advisory services.

Cost (Identify all sources and amounts)

Capital Account 04-215-55-923-990

Contract term (include all proposed renewals)

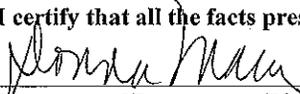
12 months effective 1/1/17

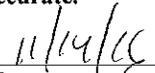
Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

AGREEMENT

AGREEMENT made this _____ day of November, 2016 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and NW Financial Group, LLC, 2 Hudson Street, Hoboken, New Jersey (hereinafter referred to as "Consultant").

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Consultant to provide financial advisory services as needed to the City of Jersey City.

ARTICLE II Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposals ("RFP") prepared by the City December 16, 2015 and Proposal dated December 30, 2015, entitled "Financial Advisory Services" ("Proposal") prepared by Consultant. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the RFP and the Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. The RFP prepared by the City included the option to renew this Agreement for an additional one year term to perform the described services.

3. Such described services shall be performed during a period of 12 months, commencing on January 1, 2017.

4. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed \$125,000.

2. Compensation shall be due and payable to Consultant upon receipt of a monthly statement by the City from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the number of hours expended by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that said monthly statements must be submitted to the governing body of the City for approval prior to payment. The Consultant agrees to provide services in accordance with the fee schedule below.

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

Principal	\$185/hr.
Managing Director	\$180/hr.
Vice President	\$170/hr.
Analyst	\$150/hr.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Consultant with not less than Two Million Dollars (\$2,000,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, and it's servants shall be named as additional named insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Consultant in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the Consultant with not less than TWO MILLION DOLLARS (\$2,000,000.) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made form is unacceptable.

2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations

under this Contract.

Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the Consultant's final invoice.

ARTICLE VI

Termination

1. Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon two (2) weeks written notice. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII

Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII

Entire Agreement

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

ARTICLE IX

Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE X
Choice of Law

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

ARTICLE XI
Modification

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

ARTICLE XII
Counter-parts

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

ARTICLE XIII
Paragraph Headings

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

ARTICLE XIV
Severability

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

ARTICLE XV
Indulgences

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

ARTICLE XVI
COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). Exhibit A is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000.00.

ARTICLE XVII
Notice

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

**City of Jersey City
Office of Chief Financial Officer
City Hall, 280 Grove Street,
Jersey City, N.J. 07302**

**NW Financial Group, LLC
Financial Advisory
2 Hudson Street
Hoboken, N. J. 07030**

ARTICLE XVIII
New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XIX

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XX

Certification of Funds

The total amount payable under this contract shall not exceed One Hundred Thousand Dollars (\$125,000).

ARTICLE XXI

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

ATTEST:

NW Financial Group, LLC
Consultants

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

City Clerk File No. Res. 16.776

Agenda No. 10.1

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING AND RATIFYING A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP TO ASSIST THE CITY OF JERSEY CITY WITH THE WEST DISTRICT POLICE PRECINCT

COUNCIL AS A WHOLE
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, though the City of Jersey City (the "City") has opened the West District Police Precinct building, certain construction aspects remain incomplete and punchlist items need to be addressed;

WHEREAS, the City has requested that the surety (the "Surety") for APS CONTRACTING, Inc. (the "Contractor") meet and review this matter with the City;

WHEREAS, the City requires professional architectural services to help with the items that need to be addressed to close out the project and assist in meetings with the Surety;

WHEREAS, the architect submitted a proposal, dated October 31, 2016, in the amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00), attached hereto;

WHEREAS, this contract shall expire when the services are complete or within one (1) year, whichever is sooner;

WHEREAS, funds in the amount of \$12,000 are available in 16-01-201-20-155-312.

WHEREAS, N.J.S.A. 19:44a-22, 4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, architect has completed and submitted a Business Entity Disclosure Certification which certifies that architect 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 Vendor from making any reportable contributions during the term of the contract; and

WHEREAS, architect has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, architect has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the architect has the background necessary to identify the outstanding items necessary to achieve close out; and

WHEREAS, the City and architect have agreed to the professional services agreement attached hereto as **Exhibit A**.

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

TITLE:

RESOLUTION AUTHORIZING AND RATIFYING A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP TO ASSIST THE CITY OF JERSEY CITY WITH THE WEST DISTRICT POLICE PRECINCT

- 1) The Mayor or Business Administrator is authorized to execute the contract with Goldstein Partnership for professional services, and to execute any documents necessary to effectuate the purpose of this resolution.
- 2) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets; and
- 3) This Resolution shall take effect immediately.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds in the amount of \$ 121,000.⁰⁰ are available for this expenditure in Account No. 01-201-20-155-312, PO# 122951

Donna Mauer, Chief Financial Officer

BD 11/03/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

_____ Corporation Counsel

[Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AND RATIFYING A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP TO ASSIST THE CITY OF JERSEY CITY WITH THE WEST DISTRICT POLICE PRECINCT

Project Manager

Department/Division	Law	Law
Name/Title	Bhavini Doshi	Assistant Corporation Counsel
Phone/email	201-547-4667	bdoshi@jcnj.org

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

Contract Purpose

The City requires professional architectural services for the West District Police Precinct to help identify the outstanding items that need to be addressed to close out the project and assist in meetings with the surety

Cost (Identify all sources and amounts)

16-01-201-20-155-312
\$12,000

Contract term (include all proposed renewals)

Expiration when services are completed or within one (1) year, whichever is earlier

Type of award

Professional services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

PROFESSIONAL SERVICES AGREEMENT

Agreement made this day of , 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 (“City”) and THE GOLDSTEIN PARTNERSHIP, located at 515 Valley St., Suite 110, Maplewood, NJ-7040 (“Consultant”).

WHEREAS, the City requires professional architectural services for the West District Police Precinct Project (“Project”) to help identify the outstanding items that need to be addressed to close out the project and assist in meetings with the surety; and

WHEREAS, the Consultant submitted a proposal dated October 31, 2016 (“Consultant’s Proposal”), in the amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00), attached hereto; and

WHEREAS, the Consultant has been serving as the Architect on the Project, and has the background necessary to identify the outstanding items necessary to achieve close out; and

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with professional services on the West District Police Precinct, in particular, to close out outstanding items and assist in meetings with the surety

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all of the required professional architectural services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed within a period of six (6) months after execution of this Agreement. An updated Punchlist with associated costs assessment shall be provided no later than November 28, 2016.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant may require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

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

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances..

ARTICLE IV

Compensation and Payment

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, with a total contract amount not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00). Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements. Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple

activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from is deemed to be a certification by the firm and billing partner that all services and disbursements reflected on the bill are reasonable for the matter involved and necessary for the proper provision of services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

Acceptable Fees/Charges

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Office supplies
- Conference room charges

Out-of-pocket costs must be itemized and passed through with no markup

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized

with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or disbursements without descriptions.

Prohibited disbursements

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

Copying/scanning

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

Couriers and Overnight Mail

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers.

Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

Travel Expenses

Travel must be first approved by the Corporation Counsel, ideally as part of the budget. Consultant shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Consultant shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses.

Maintenance of Expense Records

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Travel and meal expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

Vendor discounts must be passed through

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

ARTICLE V

Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- 2.) Workers Compensation with NJ statutory limits.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.

ARTICLE VI

Personnel of the Consultant

11. Unless Consultant has otherwise received prior written authorization from the City' Corporation Counsel as set forth in 11a, Consultant shall not engage Third Party Vendors.

11a. Before engaging any Third-Party Vendor, Consultant must pre-clear that engagement with the City's Corporation Counsel. The City will not be responsible for Third-Party Vendor fees or costs unless that Third-Party Vendor's engagement was pre-approved by the City. Consultant shall only retain Third-Party vendors that are necessary and qualified based on familiarity with the project. The total cost of Third-Party Vendors shall not exceed 20% of the Consultant's base contract amount.

Consultant will pay all Third-Party Vendors directly and will bill the City for those services through incorporating those invoices into their own monthly bills to the City, including appropriate detail for reasonable review by City personnel. The City will not accept separate invoices from service providers directly to the City for payment. Third-Party Vendor payment arrangements shall be discussed in advance. The City may

request Consultant to provide full copies of vendor invoices; Consultant therefore shall retain those invoices in accordance with IRS guidelines.

In addition, all Third-Party Vendors must execute a confidentiality agreement, as necessary. The fee and disbursement policies outlined herein and/or otherwise applicable to this proposal shall be made available to, and followed by Third-Party Vendors. It is Respondent's responsibility to confirm that all third party billings comply with City policies and agreements.

If Consultant receives a discount or rebate from a Third-Party Vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

ARTICLE VII

Progress Report

13. The Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Monthly Payment Schedule Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

ARTICLE IX

Arbitration

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Architectural, Traffic and Transportation of the City or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

23. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Architect is legally liable. The Architect is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

ARTICLE XIV

Entire Agreement

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations

of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state,

regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

Confidentiality

28. In the course of representing the City and working with Corporation Counsel's office, Consultant may gain access to nonpublic and confidential information. The City requires Consultant to maintain the confidentiality of such information both during and after the course of Consultant's work with the City. Consultant should have in place appropriate procedures to ensure the protection of all such information.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

ROBERTY BYRNE
CITY CLERK

Date: _____

Date: _____

THE GOLDSTEIN PARTNERSHIP

Date: _____

THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953
ARCHITECTS
PLANNERS
EXPERTS
CONSULTANTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL

THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

October 31, 2016
Page 1 of 3

Jersey City Law Department
CITY OF JERSEY CITY
280 Grove Street
Jersey City, NJ 07302

Re: West District Police Precinct
CITY OF JERSEY CITY
Jersey City, New Jersey

The purpose of this Proposal is to describe the Architectural Services that we propose to perform for the City of Jersey City, regarding the West District Police Precinct Building, for which we have been the Architects.

BACKGROUND

Although the West District Police Precinct building is now open and occupied, a number of construction aspects remain incomplete and/or inoperative. Furthermore, there are several aspects of the project with substantial defects (including the asphalt paving work) which were brought to the Contractor's attention months ago, but which, to our knowledge, have not yet been repaired. Until late 2014, we were responsible, under our agreement with the City, to visit the site, inspect the work, and chair Job Meetings every two weeks. Starting at that time, by direction of the City, we performed services essentially on an "on-call" basis.

SCOPE OF WORK

In preparation for meetings with the Contractor's Surety, we understand that the City wishes to have us ascertain the current status of the Punchlist and the cost of completing/correcting the work items on it. In order to do that, we will confer with various City officials, revisit the building, update the punchlist, prepare a estimate of those costs¹, and participate in various meetings. Our updated punchlist will also identify those closeout documents, required by the Contract, that still have not been submitted. We will also ascertain whether a certificate of final completion can or should be issued.

PROPOSED COMPENSATION

The services required for this assignment will be performed by two individuals from our firm: Laura Berwind, RA, who served as our Project Manager during the construction, and me (the Partner-in-Charge). Laura's customary hourly rate for expert services is \$250. Her time will be billed at \$187.50/hr. for this assignment. My customary hourly rate for expert services is \$400. My time will be billed at \$300/hr. for this assignment.

These rates will apply to whatever time we spend on professional services associated with this matter, including, but not limited to: meeting attendance, meeting preparation, research, analyses, report preparation and presentation, site visits, teleconferences, and coordination with any other experts retained by you. For project activities outside our office, time

¹ Be aware that a number of items on the Punchlist are likely to be similar to one another. For example, there may be a specific type of defect common to multiple rooms or spaces. We intend to group common defects in our Estimate, under the assumption that they will be addressed at the same time by the same Subcontractor.

THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953
ARCHITECTS
PLANNERS
EXPERTS
CONSULTANTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL

THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

October 31, 2016

Page 2 of 3

will be measured portal to portal. The hourly rates are subject to adjustment at annual adjustment, starting on 01/01/17. In the event that we conclude that services are required from other individuals from my office or from engineering consultants, we will let you know. We will transmit their rate schedules to you for review and approval, prior to authorizing them to proceed.

Here is a spreadsheet showing our estimates of the time required to furnish you with the information you have requested, based on our phone conversation on Wednesday, 10/26/16:

TASK	ESTIMATED HOURS		TOTAL
	Eli Goldstein, AIA	Laura Berwind, RA	
Meetings	10	0	10
Confer with City Officials	10	0	10
Site Visit	3	0	3
Update Punchlist	2	0	2
Other Closeout Tasks	4	0	4
Estimate Costs to Complete	2	10	12
TASK	HOURLY RATES		TOTAL
	\$300	\$188	
Meetings	\$3,000	\$0	\$3,000
Confer with City Officials	\$3,000	\$0	\$3,000
Site Visit	\$900	\$0	\$900
Update Punchlist	\$600	\$0	\$600
Other Closeout Tasks	\$1,200	\$0	\$1,200
Estimate Costs to Complete	\$600	\$1,875	\$2,475
TOTAL	\$9,600	\$2,063	\$11,663

The above is simply an estimate; we have more confidence in the total than in the individual components. Due to the uncertainties associated with needed to perform these services, we recommend that you round the above total up to \$12,000. Our Fee will be calculated on an hourly basis, with the total fee not to exceed \$12,000.

THE GOLDSTEIN PARTNERSHIP FOUNDED IN 1953
ARCHITECTS
PLANNERS
EXPERTS
CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS
THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

October 31, 2016
Page 3 of 3

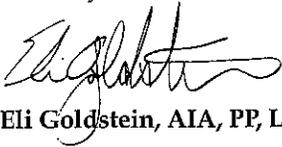
Any Additional Services requested of us that are outside of this scope will be billed at the hourly rates quoted above.

If this Proposal is acceptable, please arrange for the City to formally approve this Proposal. (We prefer that this assignment, although related to a building for which we were the Architect, be authorized as a separate consulting assignment, so that there is no ambiguity about the purpose of these fees.)

In order to have enough time to prepare for your meeting with the Surety at the end of November, we need authorization to start our services no later than November 10, 2016.

Thank you for the opportunity to continue to be of service to the City.

Sincerely,



Eli Goldstein, AIA, PP, LEED AP, Managing Partner

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

Part II – Ownership Disclosure Certification

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

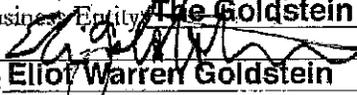
Check the box that represents the type of business entity:

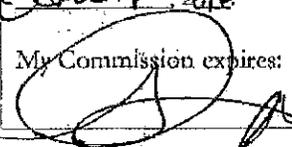
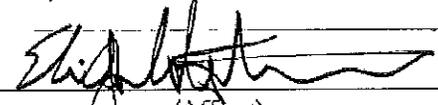
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Eliot Warren Goldstein	570 Overhill Rd., South Orange, NJ 07079

Part 3 – Signature and Attestation:

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

Name of Business Entity: The Goldstein Partnership
 Signed:  Title: Managing Partner
 Print Name: Eliot Warren Goldstein Date: October 31, 2016

Subscribed and sworn before me this 31 day of October, 2016

 My Commission expires: 08/31/2017

 (Affiant)
ELIOT WARREN GOLDSTEIN
 (Print name & title of affiant) (Corporate Seal)
MANAGING PARTNER

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

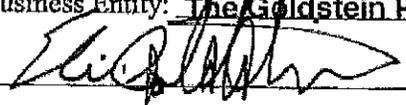
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that The Goldstein Partnership (name of business entity) has not made any reportable contributions in the ****one-year period preceding November 9, 2016** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract The Goldstein Partnership (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

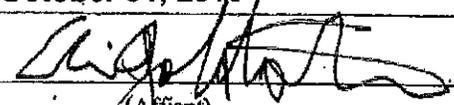
Name of Business Entity: The Goldstein Partnership

Signed  Title: Managing Partner

Print Name Eliot W. Goldstein Date: October 31, 2016

Subscribed and sworn before me
this 31 day of October, 2016.

My Commission expires: 08/31/2017


(Affiant)
ELIOT WARREN GOLDSTEIN
(Print name & title of affiant) (Corporate Seal)
MANAGING PARTNER

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOLDSTEIN JAMES
Trade Name:	THE GOLDSTEIN PARTNERSHIP
Address:	515 VALLEY STREET STE 110 MAPLEWOOD, NJ 07040-1391
Certificate Number:	0098260
Effective Date:	April 01, 1973
Date of Issuance:	February 04, 2013

For Office Use Only:

20130204151625764

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

City Clerk File No. Res. 16.777

Agenda No. 10.M

Approved: NOV 22 2016

TITLE:

RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2017.



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

WHEREAS, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, et seq.).

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when **one** regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

City Clerk File No. Res. 16.777
Agenda No. 10-M NOV 22 2016

TITLE:

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.

- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

City Clerk File No. Res. 16.777

Agenda No. 10.M NOV 22 2016

TITLE:

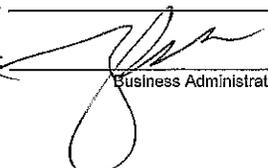
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2017:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2017	
Caucuses - Mondays - 5:30 p.m. <i>(unless otherwise designated)</i>	Meetings - Wednesdays - 6:00 p.m. <i>(unless otherwise designated)</i>
January 09 January 23	January 03 - 10:00 a.m. - TUESDAY January 11 January 25
February 06 February 21 - TUESDAY	February 08 February 22
March 06 March 20	March 08 March 22
April 10 April 24	April 12 April 26
May 08 May 22	May 10 May 24
June 12 June 26	June 14 June 28
Reorganization Meeting July 3 - MONDAY 10:00 A. M.	
July 17 - 10:00 a.m.	July 19, - 10:00 a.m.
August 14	August 16
September 11 September 25	September 13 September 27
October 10 - TUESDAY October 23	October 11 October 25
November 13 November 27	November 15 November 29
December 11	December 13

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

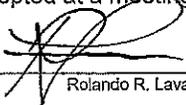
APPROVED 8-0

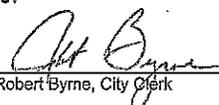
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 _____
Rolando R. Lavarro, Jr., President of Council

 _____
Robert Byrne, City Clerk

16.777

2017

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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IMPORTANT DATES

- JANUARY**
 1 New Year's Day
 16 Martin Luther King Jr. Day
 28 Chinese New Year
- FEBRUARY**
 2 Groundhog Day
 6 Constitution Day (CA)
 14 Valentine's Day
 20 President's Day
 24 Flag Day (NY)
 27 Eastern Orthodox Lent begins
- MARCH**
 1 Ash Wednesday
 12 Daylight Saving Time begins
 17 St. Patrick's Day
 20 Benito Juarez's Birthday observed (CA)
 20 Spring begins
- APRIL**
 1 April Fools' Day
 9 Palm Sunday
 10 Passover begins at sundown
 14 Good Friday
 15 Easter
 16 Eastern Orthodox Easter
 17 Easter Monday (CA)
 22 Earth Day
 24 Holocaust Remembrance Day
 25 Administrative Professionals Day
- MAY**
 1 Labor Day (NY)
 5 Battle of Puebla (NY)
 10 Mother's Day (NY)
 14 Mother's Day
 20 Armed Forces Day
 22 Victoria Day (CA)
 25 First of Ramadan begins at sundown
 29 Memorial Day
- JUNE**
 14 Flag Day
 18 Father's Day
 21 Summer begins
 24 St. Jean Baptiste Day (Quebec)
 25 (Eid) al Fitr begins at sundown
- JULY**
 1 Canada Day (CA)
 4 Independence Day
- AUGUST**
 7 Civic Holiday (CA)
- SEPTEMBER**
 1 (Eid) al Adha begins at sundown
 4 Labor Day
 11 Patriot Day
 16 Independence Day (NY)
 20 Rosh Hashanah begins at sundown
 21 First of Muharram begins at sundown
 22 Autumn begins
 23 Yom Kippur begins at sundown
 30 Ashura begins at sundown
- OCTOBER**
 9 Columbus Day
 9 Thanksgiving (CA)
 12 Day of the Race (NY)
 16 National Bosses Day
 24 United Nations Day
 31 Halloween
- NOVEMBER**
 1 All Saints Day
 2 All Souls Day
 5 Daylight Saving Time ends
 7 Election Day
 11 Veterans Day
 11 Remembrance Day (CA)
 23 Revolution Day (NY)
 23 Thanksgiving
- DECEMBER**
 7 Pearl Harbor Remembrance Day
 12 Virgin of Guadalupe (NY)
 12 Hanukkah begins at sundown
 21 Winter begins
 25 Christmas
 26 Boxing Day (CA)
 26 Kwanzaa begins
 31 New Year's Eve

JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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30	31					

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

City Clerk File No. Res. 16.778
 Agenda No. 10.N
 Approved: NOV 22 2016
 TITLE:



RESOLUTION CONSENTING TO THE AWARD OF THE PUBLIC INFRASTRUCTURE TAX CREDIT FROM THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY TO PH URBAN RENEWAL, LLC

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, PH Urban Renewal, LLC (PH UR) is the designated Redeveloper; and

WHEREAS, on January 10, 2017, the NJEDA is anticipated to approve the application for a Public Infrastructure Tax Credit in the amount of not to exceed \$5,000,000 (the Tax Credit); and

WHEREAS, pursuant to N.J.S.A. 34:1B-251 et seq., the City of Jersey City, whose Board of Education will ultimately become the fee owner of the public improvements, and specifically the contemplated 35,000 square feet school, including (a) the Public School, and (b) the Open Space, is required to inform the NJEDA of its consent of the granting of the Tax Credit to PH Urban.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby supports and consents to the award of the Tax Credit to PH Urban Renewal, LLC, and hereby authorizes the Business Administrator to inform the NJEDA of the same.

11/15/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

_____ Joanne Monahan
 Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN		ABSTAIN		OSBORNE		ABSENT		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.779

Agenda No. 10.0

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PORT SECURITY GRANT PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) thru the Port Security Grant program wishes to award the City of Jersey City, Department of Public Safety the amount of \$163,431 to enhance security within the Port of New York and New Jersey; and

WHEREAS, under the grant guidelines these funds will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism; and

WHEREAS, the City of Jersey City, Department of Public Safety desires to accept the funding to purchase specialized equipment to enhance emergency response capabilities of the Jersey city Police Department Emergency Service Unit;

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

1. Steven M. Fulop, Mayor or Robert J. Kakoleski Business Administrator of Jersey City, is hereby authorized to execute the contract and/or grant agreement attached hereto with the Port Authority of New York & New Jersey for the purchase of specialized equipment for use by the Jersey City Police Emergency Service Unit.
2. The Department of Public Safety and Budget Officer are authorized to establish an account in the amount of \$163,431 entitled 2016 Port Security Grant program

APPROVED: Jerome Palk

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Joanne Monahan
for Corporation Counsel

R.R.
11-14-16

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PORT SECURITY GRANT PROGRAM

Project Manager

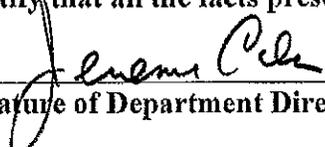
Department/Division	Department of Public Safety	Police Division
Name/Title	Lieutenant Vincent Glenn	ESU Commander
Phone/email	201-547-5430	vglenn@njccps.org

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

Contract Purpose

The United States Department of Homeland Security through the Port Security Grant Program has awarded the City of Jersey City the amount of \$163,431.00 to enhance security within the Port of New York and New Jersey.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/10/16
Date

U.S. Department of Homeland Security
Washington, D.C. 20472

Vincent Glenn
Jersey City Police Department Emergency Service Unit
13-15 Linden Avenue East
Jersey City, NJ 07305 - 4775

Re: Grant No.EMW-2016-PU-00333

Dear Vincent Glenn:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of \$163,431.00. As a condition of this award, you are required to contribute a cost match in the amount of \$54,477.00 of non-Federal funds, or 25 percent of the total approved project costs of \$217,908.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Jersey City Police Department
Emergency Service Unit
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2016-PU-00333-S01

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Article I - Summary Description of Project

Project 1: CBRNE Emergency Response Vehicle for \$96,302

Project 2: SCUBA Training/& Equipment for CBRNE Technicians for \$21,026.00

Project 3: Laptop Computers for Counter I.E.D. Use for \$23,442

Project 4: Repair Part for SAFE Boat CBRNE Vessel for \$6,472

Project 5: SCUBA Instructor Training for CBRNE Technicians for \$16,189

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article V - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections 175 175c

Article VII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the

handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVIII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XXI - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVII - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXIX - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXVI - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once

notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXIX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$5,311.00
Equipment	\$199,532.00
Supplies	\$13,065.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2016-PU-00333-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 226002013	4. TYPE OF ACTION AWARD	5. CONTROL NO. W510977N		
6. RECIPIENT NAME AND ADDRESS Jersey City Police Department Emergency Service Unit 13-15 Linden Avenue East Jersey City, NJ, 07305 - 4775	7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472				
9. NAME OF RECIPIENT PROJECT OFFICER Vincent Glenn	PHONE NO. 2019133355	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/01/2016	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2016 To: 08/31/2019 Budget Period 09/01/2016 08/31/2019			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101- D	\$0.00	\$163,431.00	\$163,431.00	See Totals
TOTALS			\$0.00	\$163,431.00	\$163,431.00	\$54,477.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Vincent Glenn, Mr

DATE
Tue Sep 13 14:56:28 GMT
2016

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREW MCLARTY , Assistance Officer

DATE
Fri Sep 09 11:44:37 GMT
2016

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

City Clerk File No. Res. 16.780

Agenda No. 10-P

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT WITH WILLIAM PATERSON UNIVERSITY FOR ITS DEPARTMENT OF PUBLIC HEALTH TO COOPERATE FOR ALLOWING INTERNSHIPS OF PUBLIC HEALTH STUDENTS ENROLLED IN BOTH GRADUATE AND UNDEGRADUATE PROGRAMS AT JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

WHEREAS, the City of Jersey City (the "City") is dedicated to improving public health education and outcomes; and

WHEREAS, William Paterson University (the "University") maintains a Internship Program for both graduate and undergraduate students of Public Health Education (the "Program") and requests support in the area of field training for its public health students; and

WHEREAS, the City, and more specifically the Jersey City Department of Health and Human Services, desires to cooperate with the University for the education of public health students enrolled in the Program; and

WHEREAS, the City is willing to provide its facilities to the University and its students for field training as per the description set forth in William Paterson University Affiliation Agreement, attached hereto (the "Affiliation Agreement");and

WHEREAS, as set forth in the Affiliation Agreement, the University will assume full responsibility for the planning and execution of the Program, including administration, programming, curriculum content, faculty appointments and administration, and the requirements for student admission, matriculation, promotion, and completion; and

WHEREAS, Jersey City Department of Health and Human Services, located at 199 Summit Avenue, Jersey City, NJ 07304, has agreed to allow 230-hours or 440-hous field trainings based upon the student's program of study for the education of public health students enrolled in the Program; and

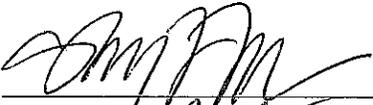
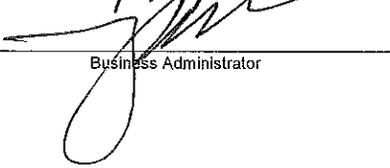
TITLE:

RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT WITH WEST CHESTER UNIVERSITY FOR ITS SCHOOL OF CONTINUING PROFESSIONAL EDUCATION TO COOPERATE FOR THE EDUCATION OF PUBLIC HEALTH STUDENTS ENROLLED IN THE MASTERS PUBLIC HEALTH PROGRAM

WHEREAS, the term of this Affiliation Agreement will be for one year, and may be renewed for an additional two year term.

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

- 1.) The City is authorized to provide field training hours to public health students as per the attached Affiliation Agreement.
- 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 Affiliation Agreement, and any other documents necessary to effectuate the purpose of this resolution

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

R.R
11-19-16

Certification Required

Not Required

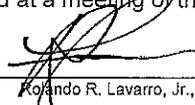
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT WITH WILLIAM PATERSON UNIVERSITY FOR ITS DEPARTMENT OF PUBLIC HEALTH TO COOPERATE FOR ALLOWING INTERNSHIPS OF PUBLIC HEALTH STUDENTS ENROLLED IN BOTH GRADUATE AND UNDEGRADUATE PROGRAMS AT JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Project Manager

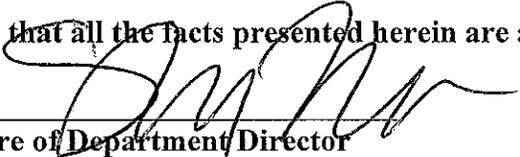
Department/Division	Dept. Health & Human Services	
Name/Title	Stacey Flanagan	Director
Phone/email	547-6800	sflanagan@jcnj.org

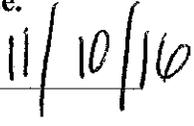
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

William Paterson University maintains a Internship Program for both graduate and undergraduate students of Public Health Education and requests support in the area of field training for its public health students.

The City, and more specifically the Jersey City Department of Health and Human Services, desires to cooperate with the University for the education of public health students enrolled in the Program and the City is willing to provide its facilities to the University and its students for field training as per the description set forth in William Paterson University Affiliation Agreement.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



Letter of Agreement between the **City of Jersey City**, a municipal corporation of the State of New Jersey, with principal offices located at 280 Grove St., Jersey City, New Jersey 07302 (“City”), and William Paterson University, 300 Pompton Road, Wayne, New Jersey, for the term January 1, 20XX – December 31, 20XX.

Policies and/or agreement governing each party are herein listed for use of the facilities at

The City of Jersey City

Herein, William Paterson University “Department of Public Health” will be known as the University including both graduate and undergraduate programs and the **City of Jersey City**, as the Cooperating Agency.

Facilities of the Cooperating Agency:

The facilities for student learning that shall be provided by Cooperating Agency to the University are:

1. Orienting interns to the organization (i.e., functions, organizational chart, codes of conduct, layout of physical plant, etc.).
2. Providing meaningful and relevant work experiences and learning opportunities related to the professional and intellectual development of the intern.
3. Providing suitable work space, including a desk and access to a computer.
4. Reviewing, and if necessary revising, with the intern appropriate learning objectives for the semester.
5. Meeting at least once weekly with the intern to assess progress and troubleshoot problems.
6. Communicating problems with the intern to the Internship Site Coordinator immediately.
7. Meeting with the Internship Site Coordinator and intern during the semester at scheduled site visits and as necessary.
8. Guiding the development and refinement of the skills necessary to enable the intern to meet their internship objectives.
9. Providing guidance, supervision, and support to the intern throughout the internship experience.
10. Completing the mid-internship evaluation and final evaluation reports.
11. Assigning a final numerical grade.
12. Keeping track, on a weekly basis, of the intern's hours.

The University:

1. In partnership with the Internship Site Coordinator, orienting students to the logistics of the internship experience prior to the start of the internship.
2. Preparing and explaining the course syllabus.
3. Providing instruction for the completion of academic assignments and the capstone project.
4. Conducting on campus class sessions.
5. Grading all assigned academic work.

Computing the final course grade incorporating the Internship Site Supervisor's evaluation

d. The University assures that each student upon request of the Cooperating Agency met the following health requirements prior to the first day of the internship experience at the Cooperating Agency and can present documentation of such upon request:

1. Entire physical exam.
2. Negative Mantoux test within the past twelve months or, if positive Mantoux history, chest x-ray negative for tuberculosis within one (1) year.
3. Documentation of status (immune or susceptible) to chicken pox (varicella), measles (rubeola) and German measles (rubella). Immunity must be documented by either a physician's note or blood test titer or proof of vaccination.
4. Documentation of Mumps history or copy of blood test titer or date of mumps vaccination, immunity must be documented by a primary care provider, or blood test titer as indicated.
5. Documentation of Hepatitis B initial vaccine, signed waiver or documentation of a positive HBsAb prior to their affiliation at the Agency is also required.

Additionally, exposure to any of these communicable diseases by a susceptible person must be reported within 48 hours to the Occupational Medicine at the Cooperating Agency.

- e. The University agrees to complete and provide evidence to the Cooperating Agency that a criminal background check has been performed on its Students if required by the Cooperating Agency. The University shall immediately advise the Cooperating Agency regarding any issues raised during the criminal background check process. The Cooperating Agency reserves the right to deny access to its facilities to any individual based upon the results of the criminal background check.
- f. The University shall demonstrate that all University employees are covered for worker's compensation and disability benefits insurance in accordance with the laws of the State of New Jersey.

- g. The University agrees to notify the Cooperating Agency if they or any of their employees, students or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program.

Cooperating Agency:

- a. The Cooperating Agency maintains the ultimate responsibility for the care of its patients. The assignment of public health students does not relieve said responsibility.
- b. The Cooperating Agency reserves the right to remove student(s) and/or faculty of the University that in its sole discretion the Cooperating Agency deems unacceptable.
- c. Employees of the Cooperating Agency who are precepting public health students are not remunerated by the University.
- e. The Cooperating Agency shall provide in-service education regarding the confidential requirements contained in the Health Insurance Portability and Accountability Act(HIPAA) and in the Cooperating Agency's policies to every student and faculty member participating in the clinical program at the Cooperating Agency's facility.
- f. The Cooperating Agency retains, at all times, the control and responsibility for patient care.

General Agreement between the University and the Cooperating Agency:

- a. The number of students to be assigned to the Cooperating Agency shall be determined by mutual consent of the University and the Cooperating Agency.
- b. The University shall be responsible for communicating to its students and faculty the rules and regulations of the Cooperating Agency and use its best efforts to ensure that these are adhered to by its students and faculty.
- c. The University shall require faculty to confer with the Cooperating Agency's designated director of clinical education to discuss and agree upon the expectations of the program.
- d. The University shall notify its students and faculty that patient medical records are confidential and must be treated as such and that any violation of this requirement by students or faculty shall be sufficient cause for removal from the clinical program.
- e. Any claim for negligence arising out of this Agreement against the University will be

governed by the terms and conditions of the New Jersey Tort Claims Act N.J.S.A 59: 1-1 et seq.

- f. The Cooperating Agency and the University shall mutually agree upon the days and hours of students' assignments and the number of students eligible to participate concurrently.
- h. Both the University and the Cooperating Agency shall at all times comply with standards of documentation and confidentiality mandated by the state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the standards of the Joint Commission on Accreditation of Healthcare Organizations, administrative and medical record policies and guidelines established and approved by Cooperating Agency, which shall be made available to student.

Student Services:

- a. Transportation to and from the Cooperating Agency is the responsibility of the individual student.
- b. Parking facilities shall be provided for the faculty and students by the Cooperating Agency.
- c. Locker space for change of clothing and/or the placement of personal belongings is to be provided by the Cooperating Agency if available.
- d. The Cooperating Agency will make available emergency medical care to students and instructors who may become ill or who may be injured while on duty in accordance with established policies and procedures of the Cooperating Agency. The sick or injured student or instructor is responsible for the costs arising from the provision of such emergency medical care. Notwithstanding the above, the University shall ensure that all students and faculty participating in the program shall maintain at all times medical insurance covering accidents and injuries sustained at the Cooperating Agency's facility during the clinical program.
- e. Each student will wear adhere to the dress code of the Cooperating Agency and wear an identification badge of the Cooperating Agency at all times while at the Cooperating Agency's facility. This badge will be provided by the Cooperating Agency. Faculty shall wear the identification badge issued by the University as well as the Cooperating Agency's identification badge while at the Cooperating Agency's facility.

Agreement:

- a. Subject to the cancellation rights set forth below, this agreement shall be in force for the academic year as noted.

- b. The term of this Agreement shall commence on January 1, 20XX and shall continue for a period of one (1) year. This Agreement may thereafter be renewed for two consecutive one (1) year periods upon the mutual written consent of the parties.
- c. This contract may be canceled by either party, with or without cause, upon giving three (3) months' notice in writing to the other party.
- d. The Cooperating Agency retains, at all times, the control and responsibility for patient care.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The Cooperating Agency hereby consents to the jurisdiction of the courts of the State of New Jersey.

Insurance:

The University and its employees are covered by the provisions of the New Jersey Tort Claims Act, N.J. S.A. 59:1 -1 et seq.; Therefore, there is no requirement for the University to secure additional liability insurance to cover the acts or omissions of the University and its employees. The University shall provide for professional and general liability coverage for the students performing activities under this Agreement providing limits of coverage of \$1,000,000/\$3,000,000 on an occurrence type basis. The University shall provide the Cooperating Agency with documentation of such coverage prior to the date such students will be participating in the clinical program at the Cooperating Agency. Any claim arising under this Agreement for negligence or contractual liability will be subject to the terms and conditions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

William Paterson University

The City of Jersey City

BY: _____
 Kenneth Wolf, Ph.D.
 Dean
 College of Science and Health

BY: _____
 Robert Kakoleski
 Business Administrator
 280 Grove St.
 Jersey City, NJ 07302

Date:

Date:

BY: _____
 Stephen Bolyai
 Vice President for Administration and
 Finance

Date:



Public Health

WILLIAM
PATERSON
UNIVERSITY

Department of Public Health

PUBLIC HEALTH INTERNSHIP PROGRAM

ABOUT OUR PROGRAM

The internship program for students majoring in the William Paterson University Department of Public Health is a supervised experience designed to provide the opportunity for students to apply their academic preparation in a professional work setting.

The internship experience is a requirement for all Bachelor of Science degree candidates in the WPU Department of Public Health.

The internship is the culmination of the major course of study and is completed after all other major courses and major co-required courses are taken and passed with the minimum required grade in each course.

Interns work for a predetermined number of hours under the supervision of a trained health professional, the Internship Site Supervisor. The goals of the internship program are consistent with the roles and responsibilities of entry level health professionals.

The following table differentiates the two types of student internships available based on the student's program of study:

Bachelor of Science in Public Health

Public Health—General track

230 total hours

Spring Semester only

Coursework completed:

- Introduction to Public Health
- Disparities in Health
- US Health Systems
- Research Methods (2 semesters)
- Human Disease
- Environmental Health
- Epidemiology
- Public Health Practice

Public Health Education track

440 total hours

Spring Semester only

Coursework completed:

- Introduction to Public Health
- Disparities in Health
- US Health Systems
- Research Methods (2 semesters)
- Human Disease
- Environmental Health
- Epidemiology
- Health Education Theory
- Health Education Methods
- Program Planning

INTERNSHIP PROGRAM

GOALS

The Internship program is designed to:

1. Expose students to the roles and responsibilities of an entry level public health practitioner/health educator in a public health agency.
2. Examine the ways in which theoretical concepts are applied to the realities of the field of public health/health education.
3. Explore strategies for communicating with, and working with, public health/health education professionals
4. Provide the opportunity for self-reflection regarding career goals and lifelong learning.

For more information about the Internship Program, contact:

Christie Jaime, MA, CHES
 Internship Site Coordinator
 Department of Public Health
 William Paterson University
 Wayne, NJ 07470
 Email: jaimec2@wpunj.edu
 Tel: 973-720-2607



Public Health

WILLIAM
PATERSON
UNIVERSITY

Department of Public Health

PUBLIC HEALTH INTERNSHIP PROGRAM

The Internship Site Supervisor (ISS) is responsible for:

1. Orienting interns to the organization (i.e., functions, organizational chart, codes of conduct, layout of physical plant, etc.).
2. Providing meaningful and relevant work experiences and learning opportunities related to the professional and intellectual development of the intern.
3. Providing suitable work space, including, at minimum, a desk and access to a computer.
4. Reviewing with the intern the stated learning objectives for the internship experience.
5. Meeting at least once weekly with the intern to assess progress and troubleshoot problems.
6. Communicating problems with the intern to the Internship Site Coordinator immediately.
7. Meeting with the Internship Site Coordinator and intern during the semester at scheduled site visits and as necessary.
8. Guiding the development and refinement of the skills necessary to enable the intern to meet their internship objectives.
9. Providing guidance, supervision, and support to the intern throughout the internship experience.
10. Completing the mid-internship assessment and final assessment reports.
11. Assigning a final numerical and letter grade.
12. Signing time sheets and assigning an alternative designee that is authorized to sign the time sheet when the Site Supervisor is not available.

Why host a WPU Public Health Intern?

Public Health majors are able to assist with supervised assignments, such as:

- Data collection & entry
- Secondary research
- Goal & objective development
- Health material development
- Community outreach & awareness
- Community needs assessment
- Grant proposal development
- Health department accreditation
- Event coordination
- Tabling & health fairs
- Administrative duties (i.e. meeting minutes, record keeping, bulletin board displays, etc...)

In addition to the above, Public Health Education majors can assist with:

- Program development & implementation
- Program evaluation
- Lesson plan development
- Development of educational material
- Health communication projects

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

City Clerk File No. Res. 16.781

Agenda No. 10.Q

Approved: NOV 22 2016

TITLE:



RESOLUTION AWARDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, on June 29, 2016 the City of Jersey City (City) issued a Request for Proposals (RFP) for insurance services; and

WHEREAS, on August 16, 2016, the City received three (3) proposals in response to the RFP; and

WHEREAS, the City wishes to enter into an agreement with Horizon Blue Cross Blue Shield of New Jersey (Horizon) to provide insurance services for the City's Self-Funded Health Plan from January 1, 2017 to December 31, 2017 with the option to renew for two additional one year terms; and

WHEREAS, the City may enter into a contract for insurance services pursuant to N.J.S.A. 40A:11-5(1)(m) as Extraordinary Unspecifiable Services ("EUS"); and

WHEREAS, Robert Kakoleski, the City Business Administrator, has certified that these services qualify as extraordinary, unspecifiable services under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the total contract amount paid to Horizon will be for the payment of its administrative fees and claims incurred by all eligible enrollees; and

WHEREAS, the total contract amount for the period of January 1, 2017 to December 31, 2017 is SIXTY-SIX MILLION (\$66,000,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract is subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract, attached hereto, with Horizon Blue Cross Blue Shield of New Jersey to provide insurance services for the City's self-insured health plan for a term of one year (1) beginning January 1, 2017 and expiring on December 31, 2017 with the option to renew for two (2) additional one year terms.

TITLE:

RESOLUTION AWARDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

2. The total cost to the City for the one (1) year contract is Sixty-Six Million (\$66,000,000.00) Dollars.
3. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), N.J.S.A. 40A:11-5(1)(m), and for the reasons stated in the EUS certification executed by the Business Administrator and attached hereto.
4. The contract shall contain a provision making it subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget.
5. Upon certification by an official or employee of the City authorized to attest that Horizon has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
7. The award of this contract shall be subject to a condition that Horizon provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

B.R.
11-14-16

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Robaldo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

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CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY AS EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

DATE: November 22, 2016
TO: Municipal Council
FROM: Robert Kakoleski, Business Administrator
RE: Contract to provide administer the medical insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Horizon Blue Cross Blues Shield of New Jersey
Cost: \$66,000,000.00
Period: January 1, 2017 to December 31, 2017
Purpose: To administer the City's self funded medical insurance plan for all eligible employees and retirees.

This is to request an award of a contract without receipt of formal bids as Extraordinary Unspecifiable Services N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify to the following:

- 1) Provide a clear description of the nature of the work to be done.

Horizon Blue Cross Blue Shield of New Jersey, Inc. will administer the City's self funded medical insurance plan for all eligible employees and retirees.
- 2) Describe in detail why the contract meets the provisions of the statute and rules:

These services are to provide the administration of the medical plan and the processing of claims, etc., for eligible employees and retirees.
- 3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

These services require a licensed insurance plan provider with a proven reputation in the area of administering medical insurance. It also requires reasonable knowledge of medical procedures to protect both the provider and client from fraudulent claims and insure that the services provided are satisfactory.
- 4) Describe the informal solicitation of quotations:

The Division of Health Benefits received proposals that were reviewed by the Broker of Record. The proposals were evaluated on the following criteria; monthly administrative fees, ability to provide required administrative services, computerized data management system, claims processing, level of customer service, and the overall ability to provide coverage substantially similar to the current plan and per union contracts.

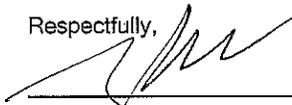
Proposals were received from Amerihealth and Cigna and although Cigna came in lower its network is not equal to Horizon and would create a disruption in the availability of doctors.

Based on the evaluation of the above criteria, the City has decided to award this contract to Horizon Blue Cross Blue Shield of New Jersey, Inc.

<u>Name</u>	<u>Administrative Fee</u>
Horizon Blue Cross Blue Shield	\$28.40 Actives/under 65 Retirees \$19.30 Retirees Medicare Primary
Amerihealth	\$27.80 Actives/under 65 Retirees \$27.80 Retirees Medicare Primary
Cigna	\$25.71 Actives/under 65 Retirees \$25.71 Retirees Medicare Primary

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable services in accordance with the requirements thereof.

Respectfully,



Name: Robert Kakoleski

Title: Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AWARDDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

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

Contract Purpose

To provide medical coverage for employees, retirees and their eligible dependents, as per contractual agreement with unions. Three (3) proposals submitted with the following fees:

Horizon Blue Cross Blue Shield	\$28.40 Actives/under 65 Retirees
	\$19.30 Retirees Medicare Primary
Amerihealth	\$27.80 Actives/under 65 Retirees
	\$27.80 Retirees Medicare Primary
Cigna	\$25.71 Actives/under 65 Retirees
	\$25.71 Retirees Medicare Primary

Cost (Identify all sources and amounts)

Account: 01-201-23-220-801
\$66,000,000.00 – one year

Contract term (include all proposed renewals)

One year (January 1, 2017 – December 31, 2017) with two (2) additional one (1) year terms.

Type of award

If "Other Exception", enter type

Additional Information

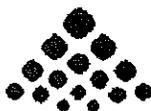
[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

1/9/16



ACRISURE

MEMORANDUM

To: Robert Kakoleski
From: Jay McManus
Date: September 26, 2016
Re: RFP Analysis: 2017 Medical Plan – Third Party Claims Administration,
Network Access and Claims Management
Preliminary 2017 Projections

Horizon Blue Cross Blue Shield of New Jersey provides Third Party Claims Administration, Network Access and Claims Management under its contract with the City of Jersey City.

The City of Jersey City's administrative agreement with Horizon Blue Cross Blue Shield of New Jersey expires on December 31, 2016. As a result, the City posted an RFP for Third Party Claims Administration, Network Access and Claims Management services. Our firm, in its capacity as Benefits Consultant to the City, was asked to assist in reviewing the responses to the RFP received by the City.

On or before the required response date, the City received written responses from the following pharmacy benefit management firms:

- Horizon Blue Cross and Blue Shield of New Jersey (incumbent provider)
- CIGNA Life and Health Insurance Company
- Amerihealth

Responses from each were forwarded to our organization for assistance in review.

Our firm reviewed each prospective vendors' response document. The RFP responses can be classified into three general categories.

- Qualitative
- Service Cost Structure
- Provider Networks

Qualitative

Qualitative components include but are not limited to questionnaire responses, depth of administrative services, health and wellness programs, account services, relevant experience, and client base.

Each respondent provided detailed responses to the RFP questionnaire. Each respondent provided evidence of adequate administrative services, account servicing and client responsiveness, accompanied by documented performance guarantees. Each respondent demonstrated a commitment to health and wellness by providing detailed descriptions of optional programs. Each respondent provided an adequate summary of network claim pricing methodology, claim servicing statistics, utilization review, precertification services and reporting packages. Each respondent provided evidence of adequate experience and client references.

Service Cost Structure

Each respondent included pricing for each service component requested in the RFP. The requested cost components are summarized on the attached Exhibit 1.

Exhibit 1 provides the monthly per employee per month fee (PEPM) structure applicable to each core service component for each respondent. A cost of zero for a particular cost component, indicates that the cost for the service listed is included in the administration fee line unless otherwise noted. Monthly PMPM fees are multiplied by the census figures to illustrate the monthly and annualized cost. In addition to the table in Exhibit 1, each respondent included costs associated with additional optional services offered. Those costs and services are described in the RFP response documents.

Provider Network

Quality and size of network, disruption, and network discounts.

All respondents maintain adequate networks with appropriate credentialing procedures.

Disruption Analysis – details regarding network provider overlap and claim dollar overlap are provided in each respondents RFP response document.

- AmeriHealth – the Company utilizes its own provider network, as well as a secondary network for purposes of discounting claim charges. The effective provider match and claim charges match for Amerihealth's provider network and the First Health/PHCH secondary network are detailed in the RFP response.

AmeriHealth provided a data analysis of claim charges evidencing an effective overall discount of 65.10%. This discount rate blends discounting to in-network claims and any applicable out-of-network claims to determine discount rate.

- **CIGNA-** the Company utilizes its CIGNA OAP network. The providers in the CIGNA OAP network are contracted directly with CIGNA. The effective provider match and claim charges match for CIGNA's provider network are detailed in the RFP response.

CIGNA provided a data analysis of claim charges evidencing an effective overall discount of 58.34%. This discount rate blends discounting to in-network claims and any applicable out-of-network claims to determine a discount rate.

- **Horizon Blue Cross Blue Shield of New Jersey** – the Company utilizes its Horizon network in New Jersey and the Blue Card network outside of New Jersey. The providers in the New Jersey network are contracted directly with Horizon Blue Cross and Blue Shield of New Jersey. Providers outside of New Jersey are generally contracted with the Blue Cross Blue Shield networks authorized in each state. Horizon accesses those networks through its inter-company Blue Cross Blue Shield agreements. The effective provider match and claim charges match for CIGNA's provider network are detailed in the RFP response.

Horizon provided a data analysis of claim charges evidencing an effective overall discount of 66.4%. This discount rate blends discounting to in-network claims and any applicable out-of-network claims to determine a discount rate.

RFP Recommendation

Based on the content of the RFP responses, including cost structures summarized on Exhibit 1, our firm's recommendation is that the City move forward in negotiating a renewal of its contract with Horizon Blue Cross Blue Shield of New Jersey for a period of three years beginning on January 1, 2017.

It is also recommended that the City make the Horizon Tiered Omnia plan available on a voluntary basis to employees and retirees. Horizon's Omnia Plan provides a lower cost medical coverage option available to all active and retired employees. Horizon is developing the cost savings decrement for the Omnia Plan, and it is expected to be 25% - 30% less than the Jersey City Horizon Direct Access Plan. We will have those savings numbers finalized shortly. Our firm and Horizon will set up a time with you to explain the plan design in detail and do the same with employees during open enrollment should the City implement the Omnia Plan. Substantial savings are available to both employer and employees.

EXHIBIT A: SCHEDULE A – FINANCIAL TERMS

Group Name: City of Jersey City
Term: 1/1/2017 – 12/31/2019
Group Number: 86220, 8503J
Current Enrollment: 4,693

SECTION A-1: FEES

A-1.1 Administrative Fees and Other Fees. The following charges shall be in effect for the Terms specified hereunder based on Contract Holder's Current Enrollment:

Administrative Fees:

Year 1 (effective 1/1/2017 – 12/31/2017)

Health

Actives / Under 65 Retirees \$27.40 per contract per month

Medicare Primary \$18.30 per contract per month

Year 2 (effective 1/1/2018 - 12/31/2018)

Health

Actives / Under 65 Retirees \$27.40 per contract per month

Medicare Primary \$18.30 per contract per month

Year 3 (effective 1/1/2019 - 12/31/2019)

Health

Actives / Under 65 Retirees \$27.40 per contract per month

Medicare Primary \$18.30 per contract per month

Other Fees:

Utilization Review Charge: Included in above admin fee.

Administrative Service Agreement Exhibit A

Claims Fiduciary Charge: \$1.00 per contract per month

Stop Loss Interface Fee:

Standard Reporting \$1.25 per contract per month
Refer to the Stop Loss Interface Addendum for details

Ancillary Services Fees:

1. Medical Injectables Program Included in above Administrative Fee

BlueCard® Program Access Fees: Included as part of Contract Holder's Incurred Claims.

1. For In-Network BlueCard® Claims: Following percentage scale of network savings, capped at \$2,000.00 per Claim.

4.64% in 2016 for fewer than 1,000 PPO or traditional enrolled Blue contracts
2.59% in 2016 for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts
2.40% in 2016 for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts

***Please note that the applicable scale and percentages are only current and accurate as of the day of the issuance of this Schedule A. Modifications or changes to BlueCard® Program Access Fees, as with other Inter-Plan Arrangement fees, are generally made effective January 1 of the calendar year but may occur at any time during the year. Pursuant to Contract Holder's Administrative Services Agreement with Horizon BCBSNJ, Horizon BCBSNJ will provide thirty (30) days' advance written notice of any modification or change to the BlueCard® Program Access Fees.*

2. For Out-of-Network BlueCard® Claims: \$3.00 per Claim.

Additional Information regarding BlueCard® Program Access Fee: Only the BlueCard Program Access Fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the general Administrative Fee. The BlueCard Program Access Fee is charged by the Host Blue to Horizon BCBSNJ for making its applicable provider network available to Contract Holder's Participants. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Horizon BCBSNJ receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Horizon BCBSNJ passes the Access Fee directly on to Contract Holder. Horizon BCBSNJ's Administrative Fee already includes the following BlueCard Program-related fees other than the BlueCard Program Access Fee: namely, Administrative Expense Allowance (AEA) Fee, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and BlueCard Worldwide Program Fees, if applicable.

Summary Plan Description: If applicable, reasonable printing and postage cost incurred by Horizon BCBSNJ.

Administrative Service Agreement Exhibit A

- A-1.2 Working Capital Amount.** The following Working Capital Amount shall be in effect for the stated period:

Working Capital Amount: \$1,985,989

Contract Holder shall remunerate to Horizon BCBSNJ the stated Working Capital Amount in accordance with the Agreement. Horizon BCBSNJ has the right to annually adjust the Working Capital Amount in accordance with the terms of this Schedule A.

- A-1.3 External Appeals.** To the extent that Contract Holder's Plan is grandfathered, as that term is defined in the Patient Protection and Affordable Care Act ("Affordable Care Act"), Horizon BCBSNJ understands that the Plan is not subject to that Affordable Care Act's provisions with respect to required external appeals for as long as the Plan's grandfathered status is maintained.

If Contract Holder's Plan is not grandfathered, Contract Holder may elect to have Horizon BCBSNJ, for the fee of, up to, \$450 per external appeal, administer such external appeals in cooperation with Horizon BCBSNJ's designated Independent Review Organizations (IROs). If Contract Holder elects not to do so, Contract Holder shall be solely responsible for the administration of such external appeals, in which event there shall be no charge for the Claims data and supporting documentation Horizon BCBSNJ provides to Contract Holder's selected IROs.

- A-1.4 Claims Re-Pricing and Negotiation Services.** If benefits are provided under Contract Holder's Plan for which services were delivered or otherwise provided by a Non-Network Provider, Horizon BCBSNJ may negotiate and/or re-price Claims for such Non-Network Provider services through the use of internal or external resources of its choice to make available savings in Out-of-Network Claims (such savings realized to be referred to as "Out-of-Network Claims Savings").

Claims Re-Pricing and Negotiation Fee(s): At reasonable Horizon BCBSNJ internal and external administrative cost not to exceed the Out-of-Network Claims Savings.

- A-1.5 Broker Payment Administration.** Where applicable, Horizon BCBSNJ administers payment of broker commissions ("Broker Payments") as specifically directed by Contract Holder as follows:

Producer Compensation: \$5.00 per contract per month

SECTION A-2: BILLING TERMS

- A-2.1 Billing of Claims.** The following billing terms shall apply to with respect to the Plan's Claims:

OPTION 3 (Weekly)

Horizon BCBSNJ will provide Contract Holder with weekly invoices of Paid Claims for the prior week's Monday through Sunday. Contract Holder shall remit payment of the amount due ("Claims Due") within one banking day of the invoice date via bank wire or ACH electronic funds transfer to a Horizon BCBSNJ designated bank account.

Administrative Service Agreement Exhibit A

A-2.2 Conflicts. This Schedule incorporates the terms and conditions of the Agreement including any prior Schedule A entered into between the parties. In the event of a conflict between the terms of the Agreement including any prior Schedule A and the terms of this Schedule A, this Schedule A shall govern if it is a later executed counterpart to the Agreement.

NOW, THEREFORE, Contract Holder represents to Horizon BCBSNJ that it accepts this Schedule, including the above fees, terms and conditions and acknowledges that this Schedule incorporates the terms and conditions of any prior Schedule A. In the event of a conflict between this Schedule and any prior schedules the provisions of this Schedule shall govern and supersede any conflicting provisions. Contract Holder further represents that the person signing this Schedule is an authorized representative of Contract Holder with sufficient legal authority.

City of Jersey City

By: _____
Printed: _____
Title: _____
Date: _____

Horizon Blue Cross Blue Shield of New Jersey

By: _____
Printed: Joseph J. Albano
Vice President, Commercial and Major
Title: Accounts
Date: _____

City of Jersey City

Group Number : 86220

Schedule C

Performance Guarantee

Effective January 1, 2017 through December 31, 2019

Category	Definition	Target	% of ASC Fee at Risk
Financial Accuracy	Determine the mean dollar amount paid in error per sample claim by stratum and multiply that amount by the number of processed claims in that stratum. Sum the dollar paid in error for all strata and divide the total dollars paid for the month in the population.	99.0%	4.0%
Procedural Accuracy	Any error in coding claim data that does not necessarily generate a payment error but adversely impacts data management reports. Determine the percentage of claims procedurally in error per sample stratum by dividing the number of procedure error claims by the number of claims audited and multiply that percentage by the number of processed claims in that stratum. Sum the expected number of procedural error claims for all strata and divide by the total number of claims in that month's population (excluding encounters).	95.0%	4.0%
Average Speed of Answer (ASA)	Measures ASA by weighting the average of calls handled by the IVR with those handled by a live representative.	35 seconds	4.0%
Claim Timeliness 14 day Non-Investigative	Defined as claims adjudicated that do not require written request for additional information from outside the organization, measured from the date a claim is received to the date it is processed for payment, denied or pended for external information.	85%	2.0%
Claim Timeliness 30 day Timeliness	Defined as all claim adjudicated as measured from the date a claim is received to the date it is processed or denied for payment. Delays related to outside investigation are carved out of the timeliness calculation.	95%	3.0%
Account management	The annual evaluation form will be released within 30 days follow close of contract year and is due back from group within 30 days. If no response is received from the group within 30 days no penalty will be applied..	3.0	3.0%

Category	Definition	Target	% of ASC Fee at Risk
Maximum Risk of Base Medical Administrative Expense			20.0%

A minimum of 1,000 contracts must be actively enrolled with Horizon on the effective date of the agreement. Group enrollment will be reviewed quarterly, if the average group enrollment drops below 1,000 for the quarter, no Performance Guarantees will apply for that quarter.

All of the preceding performance guarantees are subject to re-evaluation and change at each renewal, or in the event that there is a change in enrollment by more than ten percent in total or by contract type or if there is a change in the benefits or eligibility provided under the plan(s). In the event that Horizon BCBSNJ cannot operate at normal capacity due to a pandemic outbreak, natural disaster or any other event outside of the control of Horizon BCBSNJ, Horizon BCBSNJ retains the right to omit the results for the affected time period from annual PG calculations.

Group Official Name:
(print)

Group Official Signature:

Date:

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

City Clerk File No. Res. 16.782

Agenda No. 10.R

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A DEVELOPER'S AGREEMENT WITH 207 VAN VORST STREET REALTY COMPANY (PHASE II) LLC AND THE PLANNING BOARD OF THE CITY OF JERSEY CITY IN CONNECTION WITH A PROJECT AT 193, 197, AND 207 VAN VORST STREET

COUNCIL

offered and moved

adoption of the following
resolution:

WHEREAS, 207 Van Vorst Street Realty Company (Phase II) LLC ("Developer") and its affiliate 207 Van Vorst Street Realty Company LLC obtained approvals from the Planning Board of the City of Jersey City ("Planning Board") for the construction of a two-phase mixed use project consisting of approximately 408 dwelling units, 12,103 square feet of commercial/retail space and 252 parking spaces in a structured parking garage within Block 14205, Lots 14.02, 15 16, and 17.01 commonly known as 193, 197, and 207 Van Vorst Street ("Project"); and

WHEREAS, the Project is governed by the requirements of the Mixed Use District and the Grand and Marin District of the Tidewater Basin Redevelopment Plan ("Plan") and the Liberty Harbor North Redevelopment Plan; and

WHEREAS, as a component of the Project, the Developer is obligated to construct an approximately 11,300 square foot, privately owned, public access pedestrian plaza for 24-hour public use on Block 14205, Lots 14.02 and 17.01 ("Plaza"); and

WHEREAS, the Developer also proposes to construct a walkway on Block 14205, Lot 15 which is owned by New Jersey Transit Corporation and will provide access from the Plaza to Luis Munoz Marin Boulevard ("Walkway") provided that the Developer can obtain the final approval of the New Jersey Transit Corporation for both the construction of the Walkway and the public's use of the Walkway; and

WHEREAS, the Developer has requested that the New Jersey Transit Corporation grant to it an approval to construct the Walkway and allow it to be used for public access to Luis Munoz Marin Boulevard; and

WHEREAS, the Plan requires the Developer and the Planning Board to enter into a Developer's Agreement requiring the Developer, and any future owners of the Project, to maintain and repair the Plaza and the Walkway; and

WHEREAS, the Planning Board requested that the Developer consent to the City of Jersey City ("City") being a party to the Developer's Agreement and the Developer has consented; and

WHEREAS, the parties desire to execute the Developer's Agreement for the purpose of complying with the Plan and memorializing the responsibilities of the Developer relative to the Plaza and Walkway; and

WHEREAS, the City is authorized to execute the Developer's Agreement pursuant to N.J.S.A. 40A:12A-1 et seq.

TITLE:

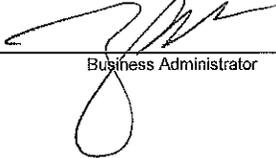
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A DEVELOPER'S AGREEMENT WITH 207 VAN VORST STREET REALTY COMPANY (PHASE II) LLC AND THE PLANNING BOARD OF THE CITY OF JERSEY CITY IN CONNECTION WITH A PROJECT AT 193, 197, AND 207 VAN VORST STREET

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Developer's Agreement attached hereto in connection with the Developer's Project at 193, 197, and 207 Van Vorst Street.

RR
11-16-16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Joanne Monahan
Corporation Counsel

Certification Required

Not Required

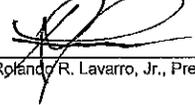
APPROVED 8-0

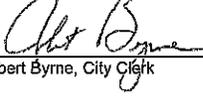
RECORD OF COUNCIL VOTE ON FINAL PASSAGE												11.22.16	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA	✓				
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓				
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 _____
Rolando R. Lavarro, Jr., President of Council

 _____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A DEVELOPER'S AGREEMENT WITH 207 VAN VORST STREET REALTY COMPANY (PHASE II) LLC AND WITH THE PLANNING BOARD OF THE CITY OF JERSEY CITY IN CONNECTION WITH A PROJECT AT 193, 197, AND 207 VAN VORST STREET

Project Manager

Department/Division	HEDC	Planning
Name/Title	Maryann Bucci-Carter	Acting Director
Phone/email	547-5010	MCarter@jcnj.org

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

Contract Purpose

207 Van Vorst Street Realty Company (Phase II) LLC ("Developer") obtained approvals from the Planning Board for the construction of a two-phase mixed use project consisting of approximately 408 dwelling units, 12,103 square feet of commercial/retail space and 252 parking spaces in a structured parking garage at 193, 197, and 207 Van Vorst Street ("Project"). As part of the Project, the Developer is obligated to construct on its property an approximately 11,300 square foot, privately owned, public access pedestrian plaza for 24-hour public use ("Plaza"). The Developer also proposes to construct a walkway on property owned by New Jersey Transit that will provide access from the Plaza to Luis Munoz Marin Boulevard ("Walkway"). The Redevelopment Plan requires the Developer to enter into a Developer's Agreement requiring the Developer (and any future owners of the Project) to maintain and repair the Plaza and the Walkway. The parties desire to execute a Developer's Agreement for the purpose of complying with the Redevelopment Plan and memorializing the responsibilities of the Developer relative to the Plaza and Walkway.

Cost (Identify all sources and amounts)

Not applicable

Contract term (include all proposed renewals)

In perpetuity.

Type of award

Not Applicable

If "Other Exception", enter type**Additional Information**

MEMORANDUM

TO: Jeremy Farrell, Esq.

FROM: James C. McCann, Esq. and Victoria K. Pagos, Esq.

CC: Ray Reddington, Esq.; Larry O'Rourke, Esq.

DATE: November 14, 2016

RE: 207 Van Vorst/ City of Jersey City Developer's Agreement
Prohibiting Striking/Picketing

Issue: Whether Fields, the owner of a privately owned, publically accessible 11,200 square foot pedestrian plaza located between 2 mixed use buildings with a total of 402 residential units at the foot of Morris Street (the "Plaza") can lawfully prohibit picketing and demonstrating in the Plaza.

Conclusion: Fields, owner of the Plaza, can lawfully prohibit picketing and demonstrating in the Plaza because: (1) the primary and predominant use of the property is residential in nature; (2) the Plaza itself along with the adjacent commercial space is entirely local (not regional) in nature, and (3) due to the design and small size of the Plaza such activity will substantially interfere with the residential use of the Plaza. See State v. Schmid, 84 N.J. 535 (1980) and N.J. Coalition Against War in the Middle E. v. J.M.B. Realty Corp, 138 N.J. 326 (1994).

Analysis: In Schmid, the Supreme Court stated that [P]rivate property does not "lose its private character merely because the public is generally invited to use it for designated purposes." Schmid at 363. Nevertheless, as private property becomes committed to public use, there must be a counterbalancing between expressional and property rights. Id at 363. Schmid created a 3 prong test focusing first on the nature, purposes, and primary use of such private property, generally, its "normal" use. The Fields project with 402 residential units with retail in two buildings built immediately adjacent to both sides of the 50 foot wide Plaza is overwhelmingly residential in nature in a quiet residential neighborhood. Picketing and

protesting is not allowed on residential property. The second prong is the extent and nature of the public's invitation to use that property. The public's invitation must be consistent with the size and design of the Plaza which is long and narrow, able to accommodate a limited number of residents for passive recreation, create a pedestrian link between Paulus Hook and Liberty Harbor North, preserve an eastward view corridor for Liberty Harbor residents, and provide land for a JCMUA water pipeline. The Plaza is designed to serve the needs of two small communities. It is not intended for a town square purpose and as such it is not required to allow picketing and demonstrations. The third prong balances the purpose of the expressional activity undertaken upon such property in relation to both the private and public use of the property. The disturbance of the peace caused by picketing and demonstrating in the Plaza would interfere with the residential use of the property because there are residential apartments immediately above the Plaza and the lobby of each building and the entrances to the retail space front on the Plaza. Moreover, there is no public necessity for the Plaza to be used for picketing and demonstrating because such activity can occur in the public right of way immediately adjacent to the Fields project.

In N.J. Coalition the Supreme Court applied the 3 prong test to a regional shopping center and held that it was required to permit leafleting on non-commercial societal issues. N.J. Coalition, at 355. The Court found that large regional shopping malls have transformed into downtown spaces, which give rise to constitutional protections that allow for leafleting in the mall with its normal accompanying speech (without megaphone, soapbox, speeches, or demonstrations).

The Court limited its holding to regional shopping centers:

“Our holding today applies to all regional shopping centers. That holding is based on their essential nature. The mammoth size of these regional centers, the proliferation of uses, the all-embracing quality of the implied invitation, and the compatibility of free speech with those uses: the inevitable presence and coexistence of all of those factors more than satisfy the three elements of the Schmid standard.”

The Court also limited the manner of speech to leafleting and normal associated free speech.

“It does not include *bullhorns, megaphones, or even a soapbox; it does not include placards, pickets, parades, and demonstrations*; it does not include anything other than normal speech and then only such as is necessary to the effectiveness of the leafleting. The free

speech associated with leafletting, handbilling, and pamphleteering, as commonly understood, is only that which is needed to attract the attention of passersby--in a normal voice--to the cause and to the fact that leaflets are available, without pressure, harassment, following, pestering, of any kind." *Id.* at 375-76.

Finally, the Court also held that the following privately owned places of public use would not sufficiently satisfy the standard in Schmid to warrant the constitutional extension of free speech: ***highway strip mall, football stadium, theater, single huge suburban store, stand-alone use, and small to medium shopping center.*** *Id.* at 373.

Certainly if a strip mall, stand alone use, or small to medium shopping center does not warrant free speech protection then the Fields project and Plaza which small, primarily residential, and local in nature does not warrant free speech protection; therefore, the law does not require Fields to allow such picketing and demonstrating to occur in the Plaza.

**DEVELOPER'S AGREEMENT
FOR BLOCK 14205, LOTS 14.02, 15 AND 17.01,
KNOWN AS 193, 197, AND 207 VAN VORST STREET**

This Agreement made as of this ____ day of _____, 2016 by and among 207 Van Vorst Street Realty Company (Phase II) LLC, a New Jersey limited liability company, having an office at 1 Henderson Street, Hoboken, New Jersey (the "Developer"), the Planning Board of the City of Jersey City having offices at 30 Montgomery Street, Jersey City, New Jersey (the "Planning Board") and the City of Jersey City having offices at 280 Grove Street, Jersey City, New Jersey (the "City").

WHEREAS, by Resolutions dated June 23, 2015 and June 28, 2016, the Developer and its affiliate 207 Van Vorst Street Realty Company LLC ("207 Van Vorst"), obtained preliminary and final major site plan approvals with deviations from the Planning Board (collectively the "Site Plan Approval") for the construction of a two-phase mixed use project consisting of approximately 408 dwelling units, 12,103 square feet of commercial/retail space and 252 parking spaces in a structured parking garage within Block 14205, Lots 14.02, 15 16, and 17.01 commonly known as 193, 197, and 207 Van Vorst Street (the "Project") all as depicted on Exhibit A; and

WHEREAS, the Project is governed by the requirements of the Mixed Use District and the Grand and Marin District of the Tidewater Basin Redevelopment Plan (the "Plan") and the Liberty Harbor North Redevelopment Plan; and

WHEREAS, as a component of the Project, the Developer is obligated to construct an approximately 11,300 square foot, privately owned, public access pedestrian plaza for 24-hour public use on Block 14205, Lots 14.02 and 17.01 as depicted on Exhibit A ("Plaza"); and

WHEREAS, the Developer also proposes to construct a walkway on Block 14205, Lot 15 as depicted on Exhibit A which is owned by New Jersey Transit Corporation (the "NJT Property") and will provide access from the Plaza to Luis Munoz Marin Boulevard (the "Walkway") provided that the Developer can obtain the final approval of the New Jersey Transit Corporation for both the construction of the Walkway and the public's use of the Walkway; and

WHEREAS, the Developer has requested that the New Jersey Transit Corporation grant to it an approval to construct the Walkway and allow it to be used for public access to Luis Munoz Marin Boulevard; and

WHEREAS, the Plan requires the Developer and the Planning Board to enter into an agreement requiring the Developer (and any future owners of the Project) to maintain and repair the Plaza and also the Walkway, subject to the approval of the New Jersey Transit Corporation; and

WHEREAS, the Planning Board has requested that the Developer consent to the City being a party to the Agreement; and

WHEREAS, the Developer has consented to the City being a party to the Agreement; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of complying with the Plan and memorializing the responsibilities of the Developer relative to the Plaza and Walkway.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. The Developer hereby agrees to perform, or cause the performance of the following services in the Plaza:

(a) Removing trash from the Plaza, including planters, once a day, or as reasonably needed;

(b) Emptying trash receptacles at the Plaza once a day, or as reasonably needed;

(c) Maintaining and replacing all planted material installed by Developer in the Plaza pursuant to the Site Plan Approval;

(d) Repairing and replacing all concrete, pavers, benches, planters, bollards, trash disposal receptacles, lighting and other improvements installed in the Plaza by the Developer pursuant to the Site Plan Approval with the same color, type, and quality improvements and materials that are required by the Site Plan Approval;

(e) Maintaining, repairing, and replacing as needed all paving installed by the Developer in the Plaza pursuant to the Site Plan Approval using the same color, type, and quality improvements and materials that are required by the Site Plan Approval;

(f) Providing pest control, as reasonably needed;

(g) Washing the Plaza by hose, if practical, once weekly, or as reasonably needed, or at the Developer's sole discretion causing the Plaza to be cleaned by other means once a week or as reasonably needed;

(h) At the sole and absolute discretion of the Developer, providing security services for the Plaza, as reasonably needed;

(i) Periodically removing postings throughout the Plaza;

(j) Snow and ice removal, as reasonably needed and in compliance with Section 296-1.2 and Section 296-3 of the Municipal Code which govern the removal of snow and ice from the public sidewalks; and

(k) Obtaining and maintaining at all times comprehensive general liability insurance against claims for bodily injury, death or property damage occurring on, in or

about the Plaza and the adjoining sidewalks and passageways, in amounts not less than \$2,000,000.00 for each claim with respect to any bodily injury, death or property damage and \$5,000,000.00 in the aggregate.

Paragraphs (a) through (k) are hereinafter collectively referred to as the "Plaza Services".

The Plaza Services will be performed by the Developer between 8 a.m. and 6 p.m., or as may be extended at the sole and absolute discretion of the Developer, seven (7) days a week. The Plaza Services will be performed at the sole cost and expense of the Developer. The cost of the concrete, pavers, benches, planters, bollards, trash disposal receptacles and lighting and other improvements installed by the Developer pursuant to the Site Plan Approval shall be paid for by the Developer. The cost of all utilities required to provide the Plaza Services shall be paid for by the Developer.

2. Notwithstanding anything herein to the contrary, the Developer, in its sole and absolute discretion, may close all or any portion of the Plaza to the public as reasonably necessary in order to perform maintenance and repairs, and make replacements to the Plaza or to the adjacent buildings or improvements constructed as part of the Project. Such closure may be for such duration as reasonably necessary to adequately perform the required repair(s) or replacements. Except in the case of an emergency, the Developer shall give the City Clerk and Director of Planning at least three (3) business days written notice (in accordance with Section 11 hereof) of the Developer's intent to close the Plaza to perform maintenance and repairs, or make replacements thereto. Such written notice shall include a brief description of the work to be performed and the anticipated duration of the closure. In the event that the Developer closes the Plaza for an unreasonable period of time in order to perform maintenance and repairs, it shall constitute a breach of the Developer's obligations hereunder and the City and the Planning Board shall have the rights and remedies against the Developer granted to it under Section 9 of this Agreement.

3. The Developer shall continue to request that the New Jersey Transit Corporation grant to it an approval to construct the Walkway and allow it to be used for public access to Luis Munoz Marin Boulevard. The Developer shall give the Planning Board written notice in the event the New Jersey Transit Corporation denies the Developer's request for such approval. In the event that the New Jersey Transit Corporation grants the approval requested by the Developer and requires the Developer to enter into a maintenance agreement for the Walkway, then the Developer shall do so provided that the obligations imposed upon the Developer are commercially reasonable. The Developer shall maintain the Walkway in accordance with any maintenance agreement entered into with the New Jersey Transit Corporation. Upon the Developer entering into any maintenance agreement for the Walkway with the New Jersey Transit Corporation, the Developer shall promptly deliver a copy of same to the Planning Board with a request that the Planning Board and the City authorize an addendum to this Agreement incorporating the maintenance requirements of such agreement into this Agreement. Such addendum shall provide that in the event the Developer fails to comply with its obligations under the New Jersey Transit Corporation maintenance agreement, the City and the Planning Board shall have the rights and remedies against the Developer granted to it under Section 9 of this Agreement.

4. The Developer shall open the Plaza and shall commence performing the Plaza Services on the earlier of the date the building constructed on Lot 17.01 receives a final certificate of occupancy from the Jersey City Building Department or the date that is six (6) months from the date that such building receives the first temporary certificate of occupancy from the Jersey City Building Department, and shall continue so long as the Project exists.

5. The rights, obligations and covenants created herein and the rights reserved and given hereunder shall run with the land and shall apply to the parties hereto and their assigns and their successors in interest and in title until the termination of this Agreement in accordance with paragraph 10 hereof.

6. The Developer shall post a sign in the Plaza stating that the Plaza is a “public plaza, privately owned, maintained and operated”.

7. The Developer acknowledges and agrees that pursuant to the Plan, the Plaza must remain open to the public for passage and passive recreation seven (7) days per week/ twenty four (24) hours a day. The Planning Board and the City acknowledge and agree that pursuant to the Plan, the Plaza shall at all times remain private property and nothing in the Agreement shall be construed as a dedication of the Plaza for public use.

8. The Planning Board and the City agree and acknowledge that the Developer shall have the right, in its sole and absolute discretion to establish and post, if necessary, reasonable rules and regulations prohibiting or restricting certain types of activity in the Plaza that interfere with the quiet enjoyment and safety of residents of the Project and the public, and the proper use of the Plaza. The Developer shall have the right to escort persons who violate such rules and regulations from the Plaza and prohibit such persons entering or remaining in the Plaza. A list of activities that the Developer may restrict or prohibit at all times is set forth on Exhibit B attached hereto.

9. In the event the Developer fails to comply with its obligations under this Agreement (whether intentional or not), the City and Planning Board shall have the right to request that the Jersey City Zoning Officer issue a zoning violation including a fine, summons or citation to the Developer. The amount of any fine shall not exceed the reasonable cost to cure the Developer’s failure to perform its obligations under this Agreement. Any fine shall be waived by the Jersey City Zoning Officer, if the Developer promptly complies with its obligations under this Agreement. In the event that the Developer receives three (3) or more summons or citations from the Jersey City Zoning Officer in any consecutive twelve (12) month period, then the Planning Board and the City shall be entitled to demand that the Developer provide a \$50,000.00 maintenance bond to secure its obligations under this Agreement (the “Bond”). Following the Developer’s delivery of the Bond to the City, in the event the Developer fails to comply with its obligations under this Agreement (whether intentional or not), the Planning Board and the City shall have the right to request that the Jersey City Zoning Officer issue a zoning violation as described above, or after giving the Developer fourteen (14) days written notice to cure such non-compliance, use the Bond to remedy the Developer’s non-compliance with this Agreement. In the event the City draws down on the Bond, it shall provide written notice to the Developer and the Developer shall be required to replenish the Bond to the full amount. The foregoing remedies shall be in addition to any other remedies available to the Planning Board, the City and the Jersey City Zoning Officer, at law or in equity. However, under no circumstances shall the Planning Board,

the City or Jersey City Zoning Officer be entitled to revoke the Site Plan Approval or the Certificate of Occupancy for the Project.

10. Should the buildings constituting the Project be destroyed by fire or other casualty, the Developer shall not be required to continue to operate the Plaza and the obligations in this Agreement shall be suspended unless and until the Developer, in its sole and absolute discretion, re-constructs the Project in accordance with the Site Plan Approval. Should the Developer, in its sole and absolute discretion, determine, not to re-construct the Project in accordance with the Site Plan Approval, then this Agreement shall terminate and the Developer's obligations hereunder shall be automatically and perpetually discharged.

11. Notices.

All notices, consents, and other communications hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

(a) To the Developer at:

C/O Robert Caulfield
Fields Development Group
1 Henderson Street
Hoboken, New Jersey 07030
Telephone No. (201) 656-6160

With a copy to:

James C. McCann, Esq.
Connell Foley LLP
2510 Plaza 5
Jersey City, New Jersey
Telephone No. (201) 521-1000

Lawrence O'Rourke, Esq.
Fields Development Group
1 Henderson Street
Hoboken, New Jersey 07030
Telephone No. (201) 656-6160

(b) To the Planning Board at: Division of City Planning
30 Montgomery Street
14th Floor, Suite 1400
Jersey City, NJ 07302
Attn: Director of Planning

(c) To the City of Jersey City at:
Office of the City Clerk
City Hall
280 Grove Street
Jersey City, NJ 07302

with copies sent to the Corporation Counsel, and the Business Administrator.

Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications should be made or delivered.

12. Nothing herein is intended to release the Developer from complying with municipal trash removal and refuse disposal codes applicable to the sidewalk immediately adjacent to the Project.

IN WITNESS WHEREOF, the Developer, the City and the Planning Board have caused this Agreement to be executed as of the date first above written.

WITNESS:

207 VAN VORST STREET REALTY COMPANY
(PHASE II) LLC

By: _____

By: _____

WITNESS:

PLANNING BOARD OF CITY OF JERSEY CITY

WITNESS:

CITY OF JERSEY CITY

EXHIBIT A
SITE PLAN OF PROJECT

EXHIBIT B

PROHIBITED AND/OR RESTRICTED PLAZA ACTIVITIES

- Damaging property, plantings, trees, or shrubbery;
- Molesting/Harassing animals or birds;
- Polluting/Littering;
- Playing music without a headset;
- Performing music or singing;
- Biking and parking bikes where not specifically authorized;
- Using firearms;
- Camping/Erecting fire where not specifically authorized;
- Cooking or barbequing;
- Graffitiing or otherwise marking, or defacing the Plaza or surrounding properties;
- Playing or engaging in any dangerous game (i.e. propelling objects such as stones, arrows, model airplanes, games such as football) where not specifically authorized;
- Roller-skating or skateboarding where not specifically authorized;
- Drinking alcohol where not specifically authorized;
- Being intoxicated and/or loitering;
- Sleeping or lounging on the seats of benches or engaging in loud, boisterous, threatening, abusive, insulting or abusive language and conduct;
- Overnight sleeping;
- Picketing;
- Demonstrating;
- Failing to immediately remove pet excrement;
- Failing to keep a dog or pet on a leash and under full control of the owner;
- Gambling;
- Selling illegal drugs or other prohibited substances;
- Organized activities without the specific written consent of the Developer;
- Any activity other than walking past 10pm and before 8am; and

- Soliciting, peddling, vending or selling merchandise or conducting commercial activities.

This list is not intended to be all inclusive and the Developer may prohibit or restrict other activities which it, in its sole and absolute discretion, determines interferes with the quiet enjoyment and safety of the residents of the Project and the public, and the proper use of the Plaza.

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

City Clerk File No. Res. 16.783

Agenda No. 10.5

Approved: NOV 22 2016

TITLE:



RESOLUTION AWARDING A COMPETITIVELY BID CONTRACT TO CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH CITYWIDE WASTE AND RECYCLING RECEPTACLES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to decrease litter and other waste in public spaces and improve streetscapes by increasing the number and quality of waste and recycling receptacles in the public rights of way; and

WHEREAS, the City desires to award a concession contract for the construction and maintenance of waste and recycling receptacles that will include advertising space at various public locations; and

WHEREAS, the Municipal Council approved Resolution 16-555 on August 17, 2016, authorizing the use of concession contracting for this purpose; and

WHEREAS, the waste and recycling receptacles will be constructed and maintained at no cost to the City, and the City will receive a percentage of the revenue paid to the concession contractor by advertisers who rent space from the contractor; and

WHEREAS, the City does not foresee any risk in awarding this concession because it will require the concession contractor to indemnify the City in connection with the construction and maintenance of the waste and recycling receptacles; and

WHEREAS, it is estimated that as a result of awarding this concession, the City will receive \$100,000 in revenue during the contract term from the advertisements placed on receptacles; and

WHEREAS, the City publicly advertised a Request for Proposals ("RFP") and received one proposal on October 13, 2016; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to Creative Outdoor Advertising of America Inc., located at 4281 Express Lane, Sarasota, Florida 34249 as best meeting the City's needs; and

WHEREAS, Creative Outdoor Advertising of America Inc. has agreed to provide and deliver products and services in the manner specified by the City; and

WHEREAS, in exchange for awarding this concession, the City will permit the concession contractor to construct and maintain waste and recycling receptacles with advertising space at various public locations throughout the City; and

WHEREAS, because the construction and maintenance of the waste and recycling receptacles will be at no cost to the City, a certification of funding pursuant to N.J.S.A. 40A: 4-57 is not required for this resolution.

TITLE:

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

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract is awarded to Creative Outdoor Advertising of America Inc. to provide the City of Jersey City with waste and recycling receptacles;
2. The contract is at no cost to the City and the City expects to receive approximately \$100,000 in advertizing revenue per year during the contract term which is three (3) years;
3. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;
4. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
5. The award of this contract shall be subject to the condition that Creative Outdoor Advertising of American Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

*R.R.
11-15-16*

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE		ABSENT		WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Resolution

RESOLUTION AWARDING A CONTRACT TO CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. TO PROVIDE JERSEY CITY WITH CITYWIDE WASTE AND RECYCLING RECEPTACLES

Initiator

Department/Division	Office of the Mayor	Bureau of Innovation
Name/Title	Brian Platt	Director of Innovation
Phone/email	BPlatt@icni.org	201-988-2432

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

Resolution Purpose

Awards a concession contract to Creative Outdoor Advertising of America Inc. to provide the City with waste and recycling receptacles at no cost to the city. These new receptacles will look nicer (stainless steel), will be cleaned, maintained, and replaced by the vendor, will improve the City's ability to manage litter and recycling, and will better ensure waste materials stay inside the receptacles and unwanted materials stay out of the receptacles (i.e. rainwater, household waste). The receptacles will contain advertising space that will also provide a source of revenue for the City (\$175 per receptacle plus 5% of gross annual revenue; process to be managed by the vendor). Pursuant to N.J.S.A. 40A:11-4.1 et seq.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



CITY OF JERSEY CITY
OFFICE OF INNOVATION

CITY HALL | 280 GROVE STREET | RM 213 | JERSEY CITY, NJ 07302
P: 201 547 6587

STEVEN M. FULOP
MAYOR OF JERSEY CITY

To: Council President and Council Members
From: Brian Platt, Director, Office of Innovation
Date: November 4, 2016
RE: Memo of Recommendation of Award for Contract for Public Waste and Recycling Receptacles

After a fair and open Request for Proposals (RFP) for a vendor to provide substantially improved and less expensive waste and recycling receptacles, the evaluation committee unanimously recommends Creative Outdoor Advertising of America, Inc. be awarded the contract to provide public waste and recycling receptacles.

What was the process for issuing this RFP?

The municipal council approved Resolution 16-555 authorizing concession contracting for this RFP on August 17, 2016. The RFP was released on September 14, 2016 and closed on October 13, 2016 with 1 proposal received. Representatives from Creative Outdoor Advertising of America, Inc. met with representatives from the City on Wednesday October 26, 2016. The evaluation committee (comprised of **Martin Valenti**, **Frank Lamparelli**, and **John Lynch** from the Department of Public Works and also **Brianna Lawrence** from the Office of Innovation) reviewed the response and selected Creative Outdoor Advertising of America, Inc. based on its extensive experience, comprehensive project plan, and revenue to be provided to the City for this engagement.

What will the contract cost the city?

The total price of the contract is a flat fee of \$0. Once the contract is executed, the project is expected to take approximately 90 days to install receptacles throughout the City in locations to be approved by City officials. The receptacles include advertising space and the City will be paid \$175 plus 5% of gross advertising revenue per receptacle per year during the contract term which is three (3) years. The estimated total revenue for the city each year during the contract term is \$100,000.

What were the evaluation criteria?

Required Format - 13 points
Prior Experience and References - 10 points

Specifications of Receptacles - 40 points
Cost - 20 points
Project Plan and Timeline - 12 points
Diversity and EEO - 5 points
Total maximum points- 100 points

Who served on the evaluation committee?

Brianna Lawrence, Office of Innovation, Mayor's Office
Martin Valenti, Department of Public Works
Frank Lamparelli, Department of Public Works
John Lynch, Department of Public Works

What were the final scores of the evaluations?

	Creative Outdoor
B Lawrence	85
M Valenti	100
F Lamparelli	90.5
J Lynch	81.5

Summary of Responses in Ranked Order:

1. Creative Outdoor Advertising of America Inc. – 89.25 (average of all scores)

Creative Outdoor Advertising of America Inc. submitted a detailed proposal with a comprehensive project work plan and stellar work samples and references. It has extensive public sector experience, having completed similar projects for cities all over the United States over multiple decades.

Only one response was received, however during our research we identified two companies that provided a similar service. Our understanding is that these two companies have merged to become Creative Outdoor Advertising of America.

Sincerely,

Brian Platt
Director, Office of Innovation

Enclosures:
Completed Evaluation Rubrics
Certifications of No Conflict of Interest



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Martin Valenti
Print Name

Martin Valenti
Signature

11-3-16
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

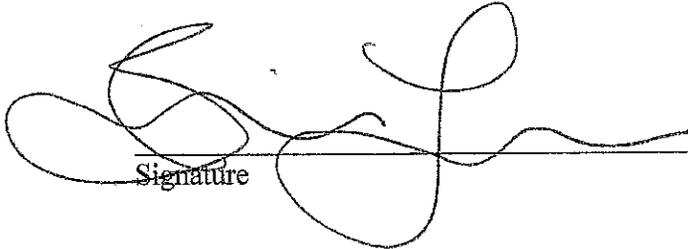


**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Brianna Lawrence

Print Name



Signature

11/2/16

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation:

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

John Lynch
Print Name

[Handwritten Signature]
Signature

11/2/16
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

	Creative Outdoor
B Lawrence	85
M Valenti	100
F Lamparelli	90.5
J Lynch	81.5

AGREEMENT

AGREEMENT made this ___ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and CREATIVE OUTDOOR ADVERTISING OF AMERICA INC. ("Creative Outdoor" or "Contractor"), 4281 Express Lane, Suite N4678, Sarasota, Florida 34249.

WHEREAS, the City desires to decrease litter and other waste in public spaces and improve streetscapes by increasing the number and quality of waste and recycling receptacles in the public rights of way; and

WHEREAS, the City desires to award a concession contract for the construction and maintenance of waste and recycling receptacles that will include advertising space at various public locations; and

WHEREAS, Resolution 16.555, approved on August 17, 2016, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award concession contract for providing waste and recycling receptacles that include advertising space; and

WHEREAS, on October 7, 2016, the City received one proposal from Creative Outdoor; and

WHEREAS, the waste and recycling receptacles will be constructed and maintained at no cost to the City, and the City will receive a percentage of the revenue paid to Creative Outdoor by advertisers who rent space from Creative Outdoor; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Creative Outdoor; and

WHEREAS, Resolution _____ approved on _____, 2016 authorized this Agreement between the City and Creative Outdoor.

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

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with waste and recycling receptacles that include advertising space.

ARTICLE II
Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.
2. The contract term is three years (3) years effective as of the date that the City issues a Notice to Proceed to the Contractor ("Base Term"). The City shall have the option to renew the contract for two (2) additional one (1) year terms ("Option Periods") for a total possible contract term of five (5) years. The option to renew shall be exercised not later than thirty (30) days prior to the expiration of the Base Term.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of the Contractor shall require the prior authorization of the City.

ARTICLE III
Contractual Relationship

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

ARTICLE IV
Compensation and Payment

In consideration for the award of this concession, the Contractor shall pay the City an annual concession fee of \$175.00 per receptacle. The concession fee shall be paid monthly within sixty (60) days of the end of each calendar month based on the number of units installed at the start of that particular month. In addition, the Contractor shall pay the City five (5) percent of the Contractor's gross advertising revenue per receptacle per year.

The concession fee shall also be paid monthly along with a report showing the revenue for the period also sixty (60) days after the end of each calendar month. During the contract term and for the three (3) year period following the termination date of the contract, the Contractor shall keep and maintain in a manner consistent with accepted accounting practices, complete accurate records and documents pertaining to receptacle advertising revenue. The City shall have the right to audit all such records at any time and from time to time during the contract term at the expense of the City.

ARTICLE V
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including advertising liability and products and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000) per occurrence and in aggregate. Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

C. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000

E. Umbrella policy in the amount of \$2,000,000 above the General Liability, Automobile Liability, and Employer's Liability.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VII
Termination

This Agreement may be terminated by the City pursuant to the provisions set forth in Section 7.9 of the RFP.

ARTICLE VIII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE IX
Indemnity

1. The Contractor shall indemnify, defend and hold harmless the City from and against all claims, damages, losses and expenses, arising out of or resulting from any conduct or activity contemplated within this Agreement attributable to the Contractor, including construction, maintenance, advertisement and subsequent use, provided that any such claim, damage, loss or expense which results in bodily injury, sickness, disease or death or injury to persons or to destruction of tangible or intangible property, including the loss of the use resulting there from, which was caused in whole or in part by any negligent act of commission or omission by the Contractor, or its subcontractors, or anyone directly or indirectly employed by any of them, or anyone whose acts any of them might be liable for, shall render the Contractor responsible.

ARTICLE X
Entire Agreement

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

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII
Notice

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

Robert Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE XIII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XIV New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying

activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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

Attest:

City of Jersey City

Robert Byrne, City Clerk

Robert Kakoleski, Acting Business
Administrator

Attest:

Creative Outdoor Advertising of
America Inc.

RR
11-16-16

ON FILE WITH PURCHASING AGENT

EXHIBIT A

ON FILE WITH PURCHASING AGENT

EXHIBIT B

nts above \$10.00. the tax shall be \$0.07 on each

Amount of Sale	Tax to be Collected	Tax to be Collected
\$0.10 ..	None	\$0.42
0.19 ..	\$0.01	.43
0.32 ..	.02	.44
0.47 ..	.03	.45
0.62 ..	.04	.46
0.77 ..	.05	.47
0.90 ..	.06	.48
1.10 ..	.07	.49
1.19 ..	.08	.50
1.32 ..	.09	.51
1.47 ..	.10	.52
1.62 ..	.11	.53
1.77 ..	.12	.54
1.90 ..	.13	.55
2.10 ..	.14	.56
2.19 ..	.15	.57
2.32 ..	.16	.58
2.47 ..	.17	.59
2.62 ..	.18	.60
2.77 ..	.19	.61
2.90 ..	.20	.62
3.10 ..	.21	.63
3.19 ..	.22	.64
3.32 ..	.23	.65
3.47 ..	.24	.66
3.62 ..	.25	.67
3.77 ..	.26	.68
3.90 ..	.27	.69
4.10 ..	.28	.70*
4.19 ..	.29	.70*
4.32 ..	.30	1.40*
4.47 ..	.31	2.10*
4.62 ..	.32	2.80*
4.77 ..	.33	3.50*
4.90 ..	.34	4.20*
5.10 ..	.35	4.90*
5.19 ..	.36	5.60*
5.32 ..	.37	6.30*
5.47 ..	.38	7.00*
5.62 ..	.39	14.00*
5.77 ..	.40	21.00*
5.90 ..	.41	28.00*

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

you must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates. If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". Call or write the Division to obtain the proper forms (ST-6205) at: State of New Jersey Division of Taxation P O Box 252 Trenton, N.J. 08646-0252 (609) 292-9292. This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
 TRENTON, N.J. 08685

person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
 pursuant to N.J.S.A. 54:32B-1 ET SEQ.

Cheyl Fisher
 Acting Director, Division of Taxation

authorization is good ONLY for the named person at the location specified herein. authorization is null and void if any change of ownership or address is effected.

EATIVE OUTDOOR ADVERTISING CO
30 COMMERCE LANE STE 1
PETER FL 33450

Tax Registration No. **XXX-XXX-776/000**
 Tax Effective Date: **01-01-09**
 Document Locator No. **C0000409883**
 Date Issued: **08-25-09**



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s)
(AA-01 Rev. 4/10)

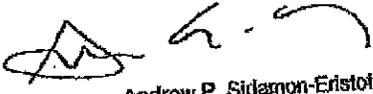
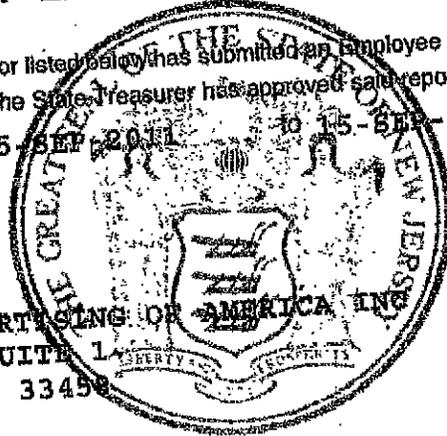
Certification 47343

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2011 to 15-SEP-2018

CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC.
1930 COMMERCE LANE, SUITE 1
JUPITER FL 33458


Andrew P. Sidamon-Eristoff
State Treasurer

State of New Jersey

Department of Transportation

Outdoor Advertising License

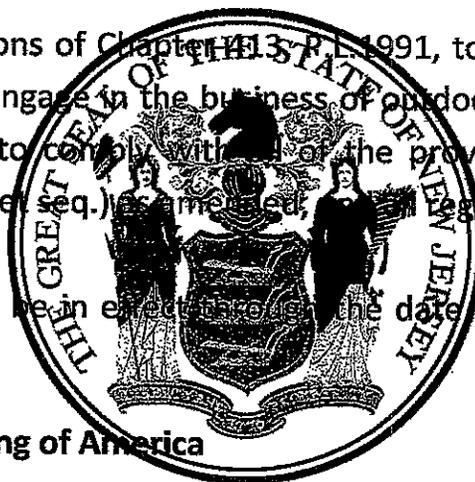
Dealer Number – **083000**

License Number: **0233**

Expires: **05/15/2017**

This license is issued, under the provisions of Chapter 13, P.L. 1991, to the company / person(s) named below, who is / are hereby duly authorized to engage in the business of outdoor advertising in the State of New Jersey. The holder of this license has agreed to comply with all of the provisions of the Roadside Sign Control and Outdoor Advertising Act (N.J.S.A. 27:5-5 et seq.) as amended, and all regulations promulgated pursuant thereto.

This license is not transferable. It shall be in effect through the date shown above, unless revoked sooner for cause.



Creative Outdoor Advertising of America

David Gray

1930 Commerce Lane, Suite 1

Jupiter, FL 33458

Date of Issue – **06/04/15**

By:

A handwritten signature in black ink, appearing to read "Bill J. Zisch", written over a horizontal line.

Supervisor of Outdoor Advertising

For the Commissioner, NJDOT

Fee Paid: **\$ 100.00**

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 105	
4. COMPANY NAME Creative Outdoor Advertising of America Inc.				
5. STREET 4281 Express Lane, Suite N467B	CITY Sarasota	COUNTY	STATE FL	ZIP CODE 34249
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None				
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYERS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY COUNTY STATE ZIP CODE				

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	8	4	4				1	3				1	3
Professionals													
Technicians													
Sales Workers	26	11	15					11	1		1	1	12
Office & Clerical	9	2	7				2					2	5
Craftworkers (Skilled)													
Operatives (Semi-skilled)	62	59	3	3	1		4	51	1			1	1
Laborers (Unskilled)													
Service Workers													
TOTAL	105	76	29	3	1		7	65	2		1	5	21
Total employment From previous Report (if any)													
Temporary & Part- Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 2015
13. DATES OF PAYROLL PERIOD USED From: Nov 1, 2016 To: Nov 15, 2016		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Amanda Wong	SIGNATURE <i>Amanda Wong</i>	TITLE Dir. municipal Admin	DATE MO DAY YEAR 11 15 2016
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) 4281 Express Lane, Suite N467B Sarasota, FL 34249 800 666-6088 -307			



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CREATIVE OUTDOOR ADVERTISING OF AMERICA
Trade Name:	
Address:	1930 COMMERCE LANE STE 1 JUPITER, FL 33458-5559
Certificate Number:	1427182
Effective Date:	July 30, 2008
Date of Issuance:	November 15, 2016

For Office Use Only:

20161115111422515

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

City Clerk File No. Res. 16.784

Agenda No. 10.T

Approved: NOV 22 2016

TITLE:



A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE THE INDEMNIFICATION AGREEMENT WITH COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR THE FOLLOWING JUDGMENTS: J 08675199, J 03450301, J 05619914, 01AP05404, 94AP03333 AND 97CV02368 AGAINST THE PROPERTY IDENTIFIED IN THE CITY TAX MAP AS BLOCK 15810 LOTS 3 AND 4

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Barnabas Health, Inc. (Barnabas) is scheduled to acquire property from the Jersey City Redevelopment Agency (JCRA). The closing is scheduled for December 31, 2016. The property is located in the Grand Jersey Redevelopment Area; and

WHEREAS, Barnabas is currently seeking to sell a portion of the property located in the City listed in the Tax Map under Block 15810, Lots 3 (portion) and 4; and

WHEREAS, Barnabas ordered a title search from Commonwealth Land Title Insurance Company (Commonwealth Title) on the property in order to insure marketable title to the property; and

WHEREAS, during the title search, Commonwealth Land Title Insurance Company uncovered a total of six (6) open judgments against the City; and

WHEREAS, Commonwealth Land Title Insurance Company has advised the City that in order to insure title to the subject property it will require the City to indemnify Commonwealth Land Title Insurance Company in connection with the open judgments that were identified during the title search; and

WHEREAS, although judgments against a municipality do not constitute liens against municipal real property under *Grosso v City of Paterson*, 59 N.J. Super. 412 (Law Div. 1960), aff'd 33 N.J. 477(1960), Commonwealth Title has insisted on a formal indemnity agreement authorized by the governing body; and

WHEREAS, due to the importance of these transactions to the City and its agencies and minimal risk to the City, the Corporation Counsel recommends that the Council authorize a formal indemnity agreement covering the open judgments.

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

1. The Business Administrator or the Corporation Counsel, as appropriate, be authorized to:
 - a) execute an agreement with Commonwealth Land Title Insurance Company to indemnify Commonwealth Title against the following open judgments:
 - 1) Docket No. J-086751-1999 in favor of Mednet Systems, Inc.;
 - 2) Docket No. J-034503-2001 in favor of Darlene Loveless GAL;
 - 3) Docket No. J-056199-2014 in favor of Vincent Pools, Inc., APS Contractors, Inc.;
 - 4) Docket No. 94-AP0333 in favor of Peter Mocco;
 - 5) Docket No. 01AP05404 in favor of Peggy E. Stalford Trustee for Diane Johnson Tibble;

City Clerk File No. Res. 16-784
Agenda No. 10.T NOV 22 2016

TITLE:

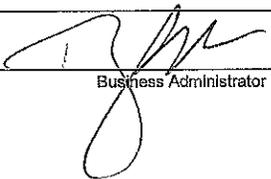
A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE THE INDEMNIFICATION AGREEMENT WITH COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR THE FOLLOWING JUDGMENTS: J 08675199, J 03450301, J 05619914, 01AP05404, 94AP03333 AND 97CV02368 AGAINST THE PROPERTY IDENTIFIED IN THE CITY TAX MAP AS BLOCK 15810 LOTS 3 AND 4

- 6) Docket No. CV-02368-1997 in favor of Brent James; and
 - b) do any act or execute any other documents appropriate or necessary to implement the purposes of this resolution.
2. The Indemnification Agreement shall be in substantially the form attached subject to such revisions as the Business Administrator or the Corporation Counsel deem appropriate or necessary.

11/21/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

 _____
Joanne Monahan
For Corporation Counsel

Certification Required

Not Required

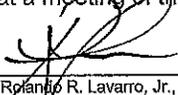
APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-22-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		ABSTAIN	
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 _____
Rolando R. Lavarro, Jr., President of Council

 _____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET –

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

Full Title of Ordinance/Resolution

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE THE INDEMNIFICATION AGREEMENT WITH COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR THE FOLLOWING JUDGMENTS: J 08675199, J 03450301, J 05619914, 01AP05404, 94AP03333 AND 97CV02368 AGAINST THE PROPERTY IDENTIFIED IN THE CITY TAX MAP AS BLOCK 15810 LOTS 3 AND 4

Initiator

Department/Division	Law Department	
Name/Title	Sapana Shah, Esq.	Assistant Corporation Counsel
Phone/email	201-547-6572	

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

Resolution Purpose

Replacement Ordinance

Barnabas Health, Inc. (Barnabas) will acquire property from the Jersey City Redevelopment Agency (JCRA) located in the Grand Jersey Redevelopment Area. Barnabas is currently seeking to sell a portion of the property located in the City listed in the Tax Map under Block 15810, Lots 3 (portion) and 4. Barnabas ordered a title search from Commonwealth Land Title Insurance Company on the property in order to insure marketable title to the property and during the title search, Commonwealth Land Title Insurance Company uncovered a total of six (6) open judgments against the City.

Commonwealth Land Title Insurance Company has advised the City that in order to insure title to the subject property it will require the City to indemnify Commonwealth Land Title Insurance Company in connection with the open judgments that were identified during the title search; and although judgments against a municipality do not constitute liens against municipal real property under Grosso v City of Paterson, 59 N.J. Super. 412 (Law Div. 1960), aff'd 33 N.J. 477(1960), Commonwealth Land Title Insurance Company has insisted on a formal indemnity agreement authorized by the governing body.

WHEREAS, due to the importance of these transactions to the City and its agencies and minimal risk to the City, the Corporation Counsel recommends that the Council authorize a formal indemnity agreement covering the open judgments.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/17/16

Date

**CHICAGO TITLE INSURANCE COMPANY
TITLE NO.**

State of New Jersey,
County of _____

INDEMNITY AGREEMENT

WHEREAS, Commonwealth Land Title Insurance Company, hereinafter referred to as "the Company," is about to issue its title insurance policy or policies or commitments therefor, through its agent, _____ Title Insurance Agency, all hereinafter referred to as "the Title Insurance Policy", No. _____ in respect to the land located in the _____ of _____, County of _____ and State of New Jersey, as more particularly described therein;

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy a certain defect, encumbrance, adverse claim or other matter, hereinafter referred to as the "**Exception to Title**", more particularly described as follows:

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments," insuring against loss or damage by reason of the aforesaid;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned, jointly and severally, for itself, themselves, heirs, personal representatives, successors, and assigns do hereby covenant and agree with the Company: (1) to fully protect, defend, and save the Company harmless from and against the Exception to Title, in and from any and all loss, costs, damages, attorney's fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exception to Title or any of them; (2) to provide for the defense, at their own expense, on behalf and for the protection of the

**COMMONWEALTH LAND TITLE INSURANCE COMPANY
INDEMNITY-- PAGE 2**

Company and the parties insured or who may become insured against or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on the Exception to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to clear from the title to the land, by an instrument duly recorded in the land records of _____ County, the said Exception to Title, on or before _____; and (4) each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

IN WITNESS WHEREOF, the undersigned have executed this Undertaking the _____ day of _____, 20__.

By: _____

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

City Clerk File No. Res: 16.785

Agenda No. 10.0

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR INSURANCE BROKERAGE SERVICES AND THE EXTENSION OF EXISTING CONTRACTS WITH INSURANCE BROKERAGE FIRMS FOR UP TO THREE MONTHS

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (the "City") currently has contracts with with Acrisure, LLC for insurance brokerage services related to medical, prescription insurance and stop loss insurance, RD Parisi Associates for insurance brokerage services related to dental insurance and Doyle Alliance Group Inc. for insurance brokerage services related to life insurance; and

WHEREAS, the City is seeking one or more contractors to continue to provide insurance brokerage services related to medical, prescription insurance, stop loss, dental and life insurance; and

WHEREAS, the award of the contract or contracts will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1; and

WHEREAS, the contracts with Acrisure, LLC, RD Parisi Associates and Doyle Alliance Group Inc. will expire before the competitive contracting process to procure the above referenced insurance brokerage services will be complete;

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

(1) the above recitals are incorporated herein by reference;

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

City Clerk File No. Res. 16.785

Agenda No. 10.U

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR INSURANCE BROKERAGE SERVICES AND THE EXTENSION OF EXISTING CONTRACTS WITH INSURANCE BROKERAGE FIRMS FOR UP TO THREE MONTHS

(2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 is authorized for awarding a contract to one or more contractors to provide insurance brokerage services related to medical, prescription, stop loss, dental and life insurance;

(3) the Mayor or Business Administrator is authorized to extend the existing contracts with Acrisure, LLC, RD Parisi Associates and Doyle Alliance Group Inc. for up to 3 months in order to allow for the City to continue to receive necessary insurance brokerage services until a contractor or contractors for the same services are procured through the above authorized competitive contracting process.

JMcK
11/17/2016

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Manaban
701 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rodrigo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

785

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR INSURANCE BROKERAGE SERVICES AND THE EXTENSION OF EXISTING CONTRACTS WITH INSURANCE BROKERAGE FIRMS FOR UP TO THREE MONTHS

Initiator

Department/Division	Department of Business Administration	
Name/Title	Robert J. Kakoleski	Business Administrator
Phone/email	(201) 547-4642	rjkakoleski@cnj.org

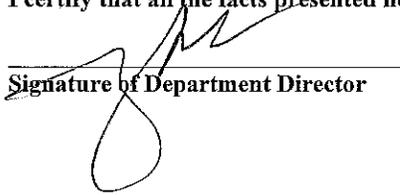
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 for awarding a contract to one or more contractors to provide insurance brokerage services related to medical, prescription, stop loss, dental and life insurance.

Additionally, the resolution will authorize the Mayor or Business Administrator to extend the existing contracts with Acrisure, LLC, RD Parisi Associates and Doyle Alliance Group Inc. for up to 3 months in order to allow for the City to continue to receive necessary insurance brokerage services until a contractor or contractors for the same services are procured through the above authorized competitive contracting process.

I certify that all the facts presented herein are accurate.



 Signature of Department Director

10/17/16

 Date

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

City Clerk File No. Res. 16-786

Agenda No. 10.v

Approved: NOV 22 2016



TITLE:

RESOLUTION AUTHORIZING THE AMENDMENT OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE REMEDIATION OF PROPERTY LOCATED WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, pursuant to Resolution No. 06.282 adopted on April 12, 2006, the City of Jersey City (the "City") was authorized to enter into a License Agreement with the Jersey City Redevelopment Agency (the "JCRA") regarding the remediation of City owned property located within the Grand Jersey Redevelopment Area; and

WHEREAS, pursuant to Resolution 13.624 adopted on September 11, 2013, the Agreement was extended for an additional five years to expire on September 1, 2018; and

WHEREAS, it is necessary to amend the Agreement to support the remediation of other property within the Grand Jersey Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute an amendment to the previously authorized License Agreement executed by the City and the JCRA on November 20, 2006 (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate.

JMcK
10/24/2016

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

184

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE REMEDIATION OF PROPERTY LOCATED WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

Initiator

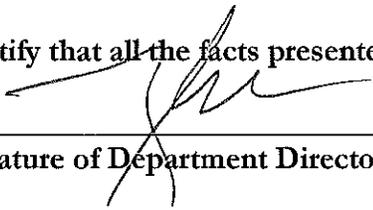
Department/Division	Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	4642	RJKakoleski@jcnj.org

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

Resolution Purpose

RESOLUTION AUTHORIZING THE AMENDMENT OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY REGARDING THE REMEDIATION OF PROPERTY LOCATED WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/17/11

Date

**First Amendment to License Agreement by and between the City of Jersey City
and the Jersey City Redevelopment Agency for property located within the
Grand Jersey Redevelopment Area**

This First Amendment to the Cooperation Agreement, dated _____, 2016 (the “Amendment”), amends that certain License Agreement dated November 20, 2006 (the “Original Agreement”), by and between the City of Jersey City (the “City”) and the Jersey City Redevelopment Agency (the “JCRA”).

RECITALS

WHEREAS, pursuant to Resolution No. 06.282 adopted on April 12, 2006, the City was authorized to enter into a License Agreement with the JCRA regarding the remediation of City owned property located within the Grand Jersey Redevelopment Area; and

WHEREAS, pursuant to Resolution 13.624 adopted on September 11, 2013, the Agreement was extended for an additional five years to expire on September 1, 2018; and

WHEREAS, it is necessary to amend the Agreement to support the remediation of other property within the Grand Jersey Redevelopment Area.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. Paragraph 2 is renumbered to 2(a).
2. A new Paragraph 2(b) is inserted in its entirety as follows:

“2(b) the licensor also agrees to allow licensee or its agent(s) or assigns the right to use the property as a staging area to conduct remediation activities on the adjoining parcels designated on the official tax map of the City of Jersey City as Block 15801 lots 66-69, 74-76, and lots 79 and 80. The owner of the adjoining parcels will be designated by the licensee as the redeveloper of these parcels.”
3. Except as set forth in this Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
4. Each party hereby represents and warrants to the other party that (i) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder have been duly authorized by all requisite action on the part of such party and such party has the full legal power to execute, deliver and perform the terms of this Amendment and the Original Agreement as amended hereby; (ii) no consent or approval of any person is required in connection with the execution, delivery or performance by such party of this Amendment except such as have already been obtained and remain in

full force and effect; and (iii) this Amendment has been duly executed and delivered by such party, and (assuming due authorization, execution and delivery by the other party hereto) this Amendment constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.

5. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a party by execution and facsimile or electronic delivery of the signature page of a counterpart to the other party, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.
6. This Amendment constitutes the entire agreement between the City and JCRA relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the parties hereto.

The parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

The City Of Jersey City

By: _____

Printed Name: Robert Kakoleski

Title: Business Administrator

Dated: _____

The Jersey City Redevelopment Agency

By: _____

Printed Name: David P. Donnelly

Title: Secretary

Dated: _____

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

City Clerk File No. Res. 16.787

Agenda No. 10.W

Approved: NOV 22 2016

TITLE:



A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPROVE THE SETTLEMENT OF ROSEMONT PROPERTIES, LLC VS. IP REALTY, LLC, ET AL, DOCKET NO. HUD-F-022911-15, AND PAY \$75,000 TO ENABLE THE CITY TO ACQUIRE TITLE TO 227 CLINTON AVENUE, A/K/A BLOCK 18303, LOT 16

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on July 22, 2010 the City loaned \$494,000 in federal HOME funds, secured by a note and mortgage, to IP Realty, LLC (Developer) to construct six units of affordable housing on property it owned at 227 Clinton Avenue, a/k/a Block 18303, Lot 16 [Property]; and

WHEREAS, the City provided an additional HOME loan of \$179,000 to cover additional costs incurred by the Developer, increasing the City's total investment in the project to \$673,105; and

WHEREAS, on May 8, 2014, the subject property was damaged by a fire after the Developer had completed about 85% of the rehabilitation work had been completed on the Property; and

WHEREAS, after the Hudson County Prosecutor's Office investigated the fire and found no evidence of arson, the Developer hired an adjuster; and

WHEREAS, the City held fire insurance proceeds in the amount of \$650,000, in escrow pursuant to N.J.S.A. 17:36-12, which enables the City to do so, but only to insure the payment of taxes and other municipal liens, but not the City's mortgage; and

WHEREAS, after the fire, it was disclosed that IP Realty had also executed a first mortgage of \$600,000 to Rosemont Realty against the Property; and

WHEREAS, on July 6, 2015, Rosemont Properties, LLC filed a foreclosure complaint in Hudson County Superior Court; and

WHEREAS, the Court ordered the City to release the fire insurance proceeds, and further required IP Realty to pay Rosemont \$75,000 by December 1, 2016 or IP Realty will lose title to the Property; and

WHEREAS, upon payment, the City will acquire an assignment of the interests of the Developer to ensure the City's ultimate acquisition of the Property; and

WHEREAS, the settlement is necessary to assure that the City acquires title to the Property, to protect HUD's and the City's investment and to preserve six (6) units of critically needed affordable housing; and

WHEREAS, although the City will need to complete the rehabilitation of the property, it first needs to own and control the Property.

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

1. The Business Administrator or the Corporation Counsel, as appropriate, is authorized to:

City Clerk File No. Res. 16.787

Agenda No. 10-W NOV 22 2016

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPROVE THE SETTLEMENT OF ROSEMONT PROPERTIES, LLC VS. IP REALTY, LLC, ET AL, DOCKET NO. HUD-F-022911-15, AND PAY \$75,000 TO ENABLE THE CITY TO ACQUIRE TITLE TO 227 CLINTON AVENUE, A/K/A BLOCK 18303, LOT 16

- a) execute a Settlement Agreement, assume an assignment of the interests of IP Realty, including its obligation to make a payment of \$75,000 to Rosemont Properties, LLC, or its successor, and obtain title to 227 Clinton Avenue, a/k/a Block 18303, Lot 16; and
 - b) do any act or execute any documents appropriate or necessary to implement the purposes of the within resolution.
2. The Settlement Agreement shall be in substantially the form attached subject to such minor modification as the Business Administrator or the Corporation Counsel deems appropriate or necessary.

I, Donna Mauer (Donna Mauer) as Chief Financial Officer, hereby certify that funds in the amount of \$75,000 are available in Account No. 17-293-56-000-025, P.O. # 123115
Acct: 17-293-56-000-025

JL/he
11/16/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Morahan
7/11 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando F. Lavarro, Jr.
Rolando F. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

787

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPROVE THE SETTLEMENT OF ROSEMONT PROPERTIES, LLC VS. IP REALTY, LLC, ET AL, DOCKET NO. HUD-F-022911-15, AND PAY \$75,000 TO ENABLE THE CITY TO ACQUIRE TITLE TO 227 CLINTON AVENUE, A/K/A BLOCK 18303, LOT 16

Initiator

Department/Division	HEDC	Div. of Community Development
Name/Title	Carmen Gandulla	Director of DCD
Phone/email	(201) 547-5304	CGandulla@jcnj.org

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

Resolution Purpose

The settlement is necessary to assure that the City acquires title to the Property, to protect HUD's and the City's investment and to preserve six (6) units of critically needed affordable housing at the lowest cost. Although the City will need to complete the rehabilitation of the property or designate a developer to do so, it first needs to own and control the Property.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

W-16.787

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #

0176919

Assigned PO #

Vendor
LAW DEPARTMENT
ONE TIME VENDOR
JERSEY CITY NJ 99999

90000039

Dept. Bill To
COMMUNITY DEVELOPMENT
30 MONTGOMERY ST.
4TH FLOOR ROOM 404
JERSEY CITY NJ 07302

Dept. Ship To
COMMUNITY DEVELOPMENT
30 MONTGOMERY ST.
4TH FLOOR ROOM 404
JERSEY CITY NJ 07302

Contact Info
MILLIE SMITH
2015474851

Quantity	UOM	Description	Account	Unit Price	Total
1.00	ES	ENCUMBRANCE	17-293-56-000-025	75,000.00	75,000.00

AS PER RESOLUTION;

AUTHORIZING THE USE OF AFFORDABLE HOUSING
TRUST FUNDS TO PRESERVE SIX (6) UNITS OF
AFFORABLE HOUSING AT 227 CLINTON AVENUE

Requisition Total 75,000.00

Req. Date: 11/21/2016

Requested By: MILLIE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

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

City Clerk File No. Res. 16.788

Agenda No. 10.X

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on November 3, 2016 for Snow Removal, Salting and Plowing for the Department of Public Works/Division of Sanitation; and

WHEREAS, this contract was bid as a one-year (1) open-end contract for the snow season 2016/2017, the minimum and maximum quantities for the Two (2) Items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Two Million, Forty Two Thousand, Nine Hundred Twenty Two (\$2,042,922.00) Dollars**, will be budgeted for the 2016 & 2017 budgets; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Control Services, LLC to be fair and reasonable; and

WHEREAS, the sum of Forty Thousand \$40,000.00 is available in Operating Account No. 01-201-26-292-314; and

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Control Services, LLC. for the Department of Public Works/Division of Sanitation;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to One (1) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

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

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Sanitation

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-292-314	123091		\$40,000.00
TOTAL CONTRACT			\$2,042,922.00

Approved by Peter Folgado for Peter Folgado, Director of Purchasing

PF/pc
11/17/16

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan
701 Corporation Counsel

Certification Required
Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

788

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CONTROL SERVICES FOR SNOW REMOVAL, SALTING AND PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS , DIVISION OF SANITATION.

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli or Martin Valenti	Director / Sanitation Manager
Phone/email	201-547-4400	mvalenti@jcnj.org

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

Contract Purpose

The purpose of this resolution is for:

- ↓ Snow removal and salting and plowing citywide.
- ↓ Contractor will provide the necessary snow equipments and manpower.
- ↓ Some of the vehicles and equipments are plows, spreaders, loaders, backhoe, etc.

Cost (Identify all sources and amounts)

DPW /Sanitation Operating Account
 01-201-26-292-314
 Total Contract Amount =\$2,042,922.00
 Temporary Encumbrancy =\$40,000.00

Contract term (include all proposed renewals)

11/23/16 to 11/22/17.
 There is an option to exercise for an additional one (1) year term.

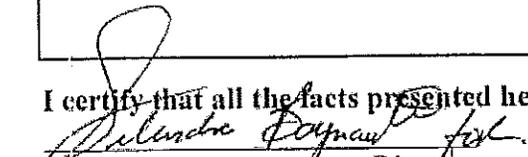
Type of award

Public Bid award

If "Other Exception", enter type Additional Information

[Empty box for additional information]

I certify that all the facts presented herein are accurate.


 Signature of Department Director

11/17/16
 Date

Signature of Purchasing Director

Date



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

W. GREG KIERCE
ACTING DIRECTOR

Date: November 17, 2016
To: Peter Folgado, Purchasing Director
From: Walter Kierce , Acting DPW Director
Subject : Recommendation Letter (Snow Removal, Salting and Plowing)

Please be advised, after a careful and thorough review of bids received for snow removal, salting and plowing citywide, I recommend that the contract be awarded to the vendor listed below:

**CONTROL SERVICES
PO BOX 269
BAYONNE, NJ 07002**

(I) FOR SALTING AND PLOWING ONLY

✦ Will be awarded groups 1, 4, and 5 respectively for \$103,980.00.

(II) FOR SNOW REMOVAL ONLY

✦ Will be awarded groups 1 and 2 for \$1,938,942.00.

➤ Total bid amount (\$103,980.00 + \$1,938,942.00) = \$2,042,922.00

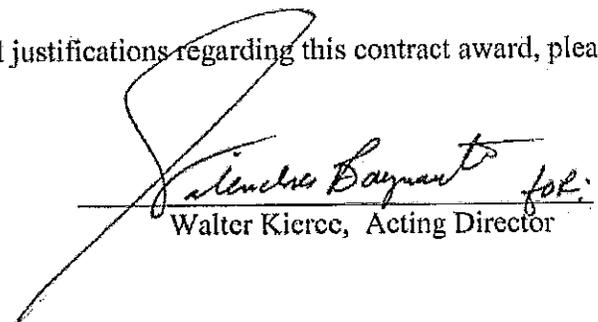
<u>VENDOR NAME</u>	<u>REQUISTION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
Control Services	0176003	01-201-26-292-314	\$2,042,922.00	\$40,000.00

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the November 22, 2016 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!

WK/sb


Walter Kierce, Acting Director

**C: Raquel Tosado, Contracts Manager
Hector Ortiz, Asst. DPW Director
Jeff Dublin, Asst. DPW Director
Frank Lamparelli, Sanitation Director
Martin Valenti, Sanitation Manager
Eileen McCabe, Sr. Adm Analyst
Zakia Gregory, Asst. Spvr Accounts
Steve Miller, Confidential Ast.
Crystal Fonseca, Exec Ast.
Victor Negrón, Spvr Radio Dispatch
Paola Campbell, Purchasing Division**

**DEPARTMENT OF PUBLIC WORKS
SANITATION DIVISION
SNOW REMOVAL, SALTING AND PLOWING RESULTS**

<i>SALTING AND PLOWING ONLY</i>						
<u>VENDOR NAME</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>	<u>GROUP 4</u>	<u>GROUP 5</u>	<u>TOTAL</u>
CONTROL SERVICES	\$23,520.00	\$0.00	\$0.00	\$17,760.00	\$62,700.00	\$103,980.00
KEN'S MARINE	\$3,535.00	\$0.00	\$7,910.00	\$7,910.00	\$10,670.00	\$30,025.00
ZUCCARO	\$0.00	\$0.00	\$0.00	\$0.00	\$2,650.00	\$2,650.00
	<u>\$27,055.00</u>	<u>\$0.00</u>	<u>\$7,910.00</u>	<u>\$25,670.00</u>	<u>\$76,020.00</u>	<u>\$136,655.00</u>
Special Note:						
\$0.00 represents a no bid						
<i>SNOW REMOVAL ONLY</i>						
<u>VENDOR NAME</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>TOTAL</u>			
CONTROL SERVICES	\$1,907,700.00	\$31,242.00	\$1,938,942.00			
KEN'S MARINE	\$169,670.00	\$0.00	\$169,670.00			
ZUCCARO	\$29,800.00	\$11,162.00	\$40,962.00			
	<u>\$2,107,170.00</u>	<u>\$42,404.00</u>	<u>\$2,149,574.00</u>			
Special Note:						
\$0.00 represents a no bid						

Control Services

Appendix A Salting and Plowing only

Line #	A Vehicle/Equipment	B Weight	C Qty.	D Hourly Rate Regular Time	E Hourly Rate Standby Time	F Hours Per Day* (For Example only)	G Example* Amount (Maximum in CxDxExF)
GROUP 1							
1	Class 3 Trucks with Contractor Supplied Plows and Spreaders	10,001-14,000 lbs	0-5 10	\$175.00/hr. \$175.00 ✓	\$75.00/hr. \$75.00 ✓	0-10 Hours Regular 4 hours Standby	\$10,250.00 \$20,500.00 ✓
2	Supervisory Vehicle	n/a	0-1 2	\$125.00/hr. 250.00 ✓	\$65.00/hr. 130.00 ✓	0-10 Hours Regular 4 hours Standby	\$1510.00 \$3020.00 ✓
						Total Group 1 (Line Item 1+2)	\$23,520.00 ✓

GROUP 2							
3	Class 5 Plow Trucks with Contractor supplied plows and spreaders	16,001-19,500 lbs	0-5	\$180.00/hr. \$ _____	\$80.00/hr. \$ _____	0-10 Hours Regular 4 hours Standby	\$10,600.00 \$ _____
4	Supervisory Vehicle	n/a	0-1	\$125.00/hr.	\$65.00/hr.	0-10 Hours Regular 4 hours Standby	\$1510.00 \$ _____
						Total Group 2 (Line Item 3+4)	\$ N/A

GROUP 3							
5	Class 7 Tandem Trucks Plows and Spreaders	26,001-33,000 lbs	0-5	\$275.00/hr. \$ _____	\$125.00/hr. \$ _____	0-10 Hours Regular 4 hours Standby	\$16,250.00 \$ _____
6	Supervisory Vehicle	n/a	0-1	\$125.00/hr.	\$65.00/hr.	0-10 Hours Regular 4 hours Standby	\$1510.00 \$ _____
						Total Group 3 (Line Item 5+6)	\$ N/A

GROUP 4							
7	Class 8 Trucks (Roll-Off) Plows and Spreaders	33,001 lbs and over	0-5 5	\$275.00/hr. \$1,375. ✓	\$125.00/hr. \$625. ✓	0-10 Hours Regular 4 hours Standby	\$16,250.00 \$16,250. ✓
8	Supervisory Vehicle	n/a	0-1 1	\$125.00/hr. \$125. ✓	\$65.00/hr. \$65. ✓	0-10 Hours Regular 4 hours Standby	\$1510.00 \$1,510. ✓
						Total Group 4 (Line Item 7+8)	\$17,760. ✓

GROUP 5							
9	CAT 928 Wheel Loader or equivalent	n/a	0-5 5	\$300.00/hr. \$1,500. ✓	\$125.00/hr. \$625. ✓	0-10 Hours Regular 4 hours Standby	\$17,500.00 \$17,500. ✓
10	Loaders - CAT 950, CAT 966, CAT 980 (or equivalent)	n/a	0-5 5	\$325.00/hr. \$1,625. ✓	\$135.00/hr. \$675. ✓	0-10 Hours Regular 4 hours Standby	\$18,950.00 \$18,950. ✓
11	Loaders- JD 241K with 2 yd bucket or equivalent	n/a	0-5 5	\$200.00/hr \$1,000. ✓	\$90.00/hr \$450. ✓	0-10 Hours Regular 4 hours Standby	\$14,500.00 \$11,800. ✓
12	Loaders- JD344 with 3.5 yd bucket or equivalent	n/a	0-5 5	\$200.00/hr \$1,000. ✓	\$90.00/hr \$450. ✓	0-10 Hours Regular 4 hours Standby	\$14,500.00 \$11,800. ✓
13	JD 410 Backhoe (or equivalent)	n/a	0-1 1	\$225.00/hr \$225. ✓	\$100.00/hr. \$100. ✓	0-10 Hours Regular 4 hours Standby	\$2650.00 \$2,650. ✓
						Total Group 5 (Line Items 9-13)	\$62,700. ✓

The Bidder agrees to perform and provide all labor, materials (except rock salt), equipment and services required to complete all work as described in the Specifications for a Total Bid of:

Total Bid Price Appendix A (Add Column G "Totals" for Groups 1 through 5) =
\$ 103,980 ✓
 (Total Bid Amount in Numbers)

ONE Hundred Three Thousand Nine Hundred Eighty Dollars ⁰⁰/₁₀₀
 (Total Bid Amount in Written Words)

[BID FORM CONTINUED ON NEXT PAGE]

BID FORM (continued)

**Appendix B
Snow Removal Only**

Line #	A Vehicle/Equipment	B Weight	C Qty.	D Hourly Rate Regular Time	E Hourly Rate Standby Time	F Hours Per Day* (For Example only)	G Example* Amount (Maximum in Cx Dx Ex F)
GROUP 1							
1	CAT 928 Wheel Loader or equivalent)	n/a	0-2 2	\$300.00/hr. \$ 600. ✓	\$125.00/hr. \$ 250. ✓	0-48 Hours 4 hours Standby	\$29,800.00 \$ 27,800. ✓
2	CAT 950-966 Loader (or equivalent)	n/a	0-20 20	\$325.00/hr. \$ 6,500. ✓	\$135.00/hr. \$ 2,700. ✓	0-48 Hours 4 hours Standby	\$322,800.00 \$ 322,800. ✓
3	Tandem Dump Trucks	n/a	0-150 150	\$200.00/hr. \$ 30,000. ✓	\$87.50/hr. \$ 13,125. ✓	0-48 Hours 4 hours Standby	\$1,492,500.00 \$ 1,492,500. ✓
4	Supervisory Vehicle	n/n	0-1 10	\$125.00/hr. \$ 1,250. ✓	\$65.00/hr. \$ 650. ✓	0-48 Hours 4 hours Standby	\$6,260.00 \$ 6,260. ✓
						Total Group 1 (Line Items 1-4)	\$ 1,907,700. ✓
GROUP 2							
5	CAT D4 and D5 (or equivalent)	n/a	0-1 1	\$210.00/hr. \$ 210. ✓	\$90.50/hr. \$ 90.50 ✓	0-48 Hours 4 hours Standby	\$11,162.00 \$ 10,442. ✓
6	CAT D6 Dozer (or equivalent)	n/a	0-4 4	\$375.00/hr. \$ 1,500. ✓	\$175.00/hr. \$ 700. ✓	0-12 Hours 4 hours Standby	\$74,800.00 \$ 20,800. ✓
						Total Group 2 (Line Items 5-6)	\$ 31,242. ✓

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications for a Total Bid of:

BID FORM (continued)

Total Bid Price Appendix B (Add Column G "Totals" for Groups 1 and 2 = _____

\$ 1,938,942. ✓
(Total Bid Amount in Numbers)

ONE Million NINE Hundred THIRTY Eight THOUSAND NINE Hundred forty Two DOLLARS $\frac{00}{100}$
(Total Bid Amount in Written Words)

This contract will be awarded to the lowest responsible bidder(s) based upon either the Total Bid Price for each Appendix, or Unit Prices based on totals for each Group Number (if awarded to multiple Bidders). The DPW reserves the right to exercise an option to award to multiple responsive and responsible bidders on a per unit basis if in the best interest of the DPW.

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

As noted above, this contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the DPW is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the Contractor is required to fulfill any order that the DPW places during the contract terms until the maximum quantity is reached.

The term of this contract shall be from November 10, 2016 through November 09, 2017. The DPW shall have the option to renew for one additional contract term (November 10, 2017 through November 09, 2018). Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for an additional one year. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
CONTROL SERVICES LLC

TRADE NAME:

ADDRESS:
84 HARBOR DRIVE
JERSEY CITY NJ 07305-4504

SEQUENCE NUMBER:

1729305

EFFECTIVE DATE:

07/11/12

ISSUANCE DATE:

01/15/15

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1729305 FOR CONTROL SERVICES LLC IS VALID.

VERIFIED
PC

Certificate Number
697623

Registration Date: 10/18/2016
Expiration Date: 10/17/2018



State of New Jersey

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

Public Works Contractor Registration Act

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

2016
Control Services, LLC

Responsible Representative(s):
Joseph Bolowski, President

Handwritten signature of Aaron R. Fichtner.

Aaron R. Fichtner, Ph.D. Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

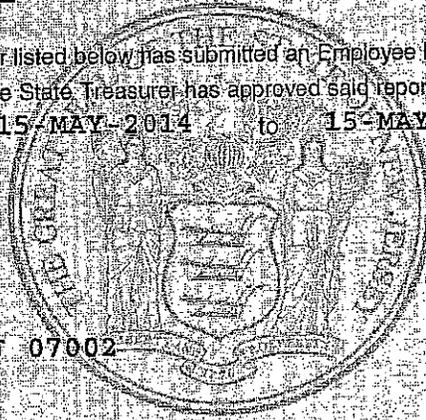
Certification 52632

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2014 to 15-MAY-2021.

CONTROL SERVICES
P.O. BOX 269
BAYONNE

NJ 07002



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

Andrew P. Sidamon-Eristoff
State Treasurer

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

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

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

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

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

Representative's Name/Title: Joseph Bolowick President
Representative's Signature: [Signature]
Name of Company: Contract Solutions
Tel. No.: 201-435-6900 Date: 11-3-16

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print):

Joseph Bolowski, President

Representative's Signature:

Joseph Bolowski

Name of Company:

Control Services, LLC

Tel. No.: 201-435-6900

Date: 11-2-16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Control Services LLC

Address: 84 Harbor Dr. Jersey City, NJ 07305

Telephone No.: 201-435-6900

Contact Name: Joseph Bobowski

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 16.789

Agenda No. 10.Y

Approved: NOV 22 2016



TITLE:

RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH AURICO REPORTS INC. FOR BACKGROUND CHECK SERVICES ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3) MONTHS

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution No. 15-818, approved on November 24, 2015, awarded a one-year contract not to exceed \$32,000 to Aurico Reports Inc. ("Aurico") for background check services (the "Aurico Contract") for the City of Jersey City (the "City"); and

WHEREAS, the Vendor has been performing the services for the City Department of Human Resources in an effective and efficient manner; and

WHEREAS, prior to selecting the Vendor, the City had solicited four proposals from various vendors; and

WHEREAS, the City found the proposal of Aurico to be most advantageous, price and other factors considered; and

WHEREAS, the City acquired these services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City desires to extend the term of the Aurico Contract for an additional three (3) months while it prepares to seek competitive bids and/or proposals for another term; and

WHEREAS, the Director of Human Resources has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, the Vendor has completed and submitted a Business Entity Disclosure Certification which certifies that Vendor 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 Vendor from making any reportable contributions during the term of the contract; and

WHEREAS, Vendor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Vendor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the cost of this extension amounts to approximately \$6,600.00; and

WHEREAS, funds in the amount of \$1,400.00 are available in account No. 2016-01-201-20-115-312 for a temporary encumbrance to fund the contract for CY 2016; and

WHEREAS, the remaining funds of \$5,200.00 will be made available in the CY 2017 temporary budget to fund the contract for the CY 2017 term; and

WHEREAS, the total cost of the Aurico Contract shall not exceed \$38,000; and

TITLE:

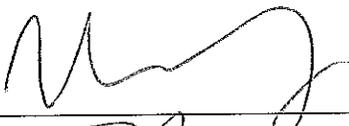
RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH AURICO REPORTS INC. FOR BACKGROUND CHECK SERVICES ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3) MONTHS

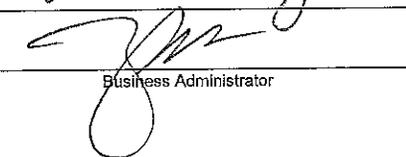
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with Aurico Reports Inc. for background check services, and to execute any documents necessary to effectuate the purpose of this resolution;
- 2) The contract extension is on a month to month basis not to exceed three months effective as of November 28, 2016, and the total cost of the contract shall not exceed **\$38,000.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets; and
- 4) This contract shall be subject to the condition that the consultant provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds in the amount of \$1,400.00 are available for this expenditure in Account #2016-01-201-20-115-312, PO No. 122927 Temporary Encumbrance for CY 2016, for payment of the above resolution.

BD 11.01.16

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


701 Corporation Counsel

Certification Required

Not Required

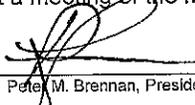
APPROVED 8-0

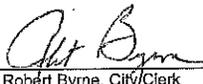
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Pete M. Brennan, President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH AURICO REPORTS INC. FOR BACKGROUND CHECK SERVICES ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3) MONTHS

Project Manager

Department/Division	Human Resources	Director's Office
Name/Title	Nancy Ramos	Director of Human Resources
Phone/email	(201) 547-5217	NancyR@icnj.org

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

Contract Purpose

An extension of the contract for three (3) months to provide background check services for City employees

Cost (Identify all sources and amounts)

Not to exceed \$38,000.00

Contract term (include all proposed renewals)

On a month to month basis, not to exceed three (3) months

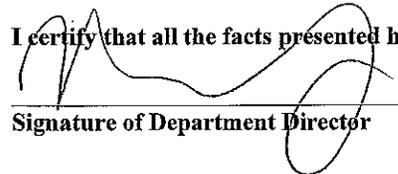
Type of award

Non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11/11/16
Date

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

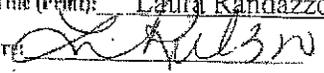
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such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

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

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

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

Representative's Name/Title (Print): Laura Randazzo/VP of Compliance

Representative's Signature: 

Name of Company: Aurico Reports, LLC

Tel. No.: 866-255-1852 Date: 11-9-2016

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

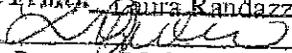
The contractor and the VP of Compliance of Aurico Reports, LLC (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services,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

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

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

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

Representative's Name/Title (Print): Laura Randazzo/VP of Compliance

Representative's Signature: 

Name of Company: Aurico Reports, LLC

Tel. No.: 866-255-1852

Date: 11-9-2016

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Aurico Reports, LLC

Address: 116 W. Eastman St. Arlington Heights, IL 60004

Telephone No. : 866-255-1852

Contact Name: Laura Randazzo

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AURICO REPORTS INC
Trade Name:
Address: 116 W EASTMAN ST STE101
ARLINGTON HEIGHTS, IL 60004-5945
Certificate Number: 1600765
Effective Date: November 16, 2010
Date of Issuance: November 18, 2015

For Office Use Only:

20151118111629257

Let me know if you need anything else. Thank you.

Best Regards,
Tom

Tom Goldberg | Strategic Accounts Director | Aurico
Direct: 516.410.0660 | Corp: 866.255.1852 | Fax: 847.255.1896
tgoldberg@aurico.com | www.aurico.com

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: Perico Reports LLC

Signed: [Signature] Title: UPA Compliance

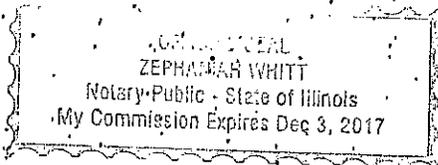
Print Name: Laura Randozza Date: 11.9.2016

Subscribed and sworn before me
this 9th day of Nov, 2016

My Commission expires: Dec 3, 2017

(Affiant)

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



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

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Hallanan for Council
Lavero for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Career Builder, LLC	200 N. LaSalle, Suite 1100 Chicago IL 60601

Part 3 - Signature and Attestation:

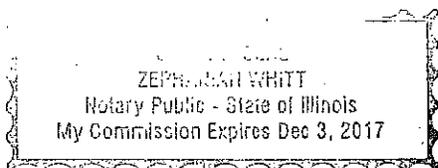
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Build Report, LLC
 Signed: [Signature] Title: V.P. of COMPLIANCE
 Print Name: LARA KAPLAN Date: 11/9/2016

Subscribed and sworn before me this 7 day of NOVEMBER 2016

 (Affiant)
 My Commission expires: Dec 3, 2017

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



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

City Clerk File No. Res. 16.790

Agenda No. 10.7

Approved: NOV 22 2016

TITLE:



RESOLUTION REAFFIRMING THAT THE CITY OF JERSEY CITY SHALL BE A WELCOMING AND INCLUSIVE CITY FOR ALL RESIDENTS, IRRESPECTIVE OF BACKGROUND OR IMMIGRATION STATUS

WHEREAS, the City of Jersey City is among the most diverse cities in the United States, in terms of ethnic and racial diversity, languages spoken, socio-economics, and national origin. Mayor Steven M. Fulop and this Council have consistently praised our diversity as a source of our City's strength and have worked to ensure that all our residents can live and pursue their livelihoods in peace and prosperity; and

WHEREAS, historically, Jersey City was the first stop after Ellis Island for thousands of immigrants, many of whom settled here, seeking greater rights and freedoms unavailable in their homelands. Today, people from around the world continue to view America as the land of opportunity, and many of them have settled with their families here in Jersey City to work, to attend school, and contribute to our community; and

WHEREAS, twenty (20) years ago, in 1996, the Municipal Council first passed a resolution declaring the City of Jersey City a safe haven or sanctuary for its non-citizen residents. It also called upon the federal government to address the complicated issue of immigration in a humanitarian fashion while urging Jersey City residents to treat all of their neighbors with compassion and understanding, irrespective of background or immigration status; and

WHEREAS, during the 2016 presidential election, voters were subjected to unusually hard-line rhetoric against vulnerable populations, including undocumented immigrants, refugees, Muslims, women and other minorities. In addition, the vice presidential candidate of one of our two major political parties famously signed into law a bill allowing individuals and private businesses to discriminate against LGBTQ persons on religious grounds; and

WHEREAS, given the divisive campaign, Jersey City residents, like many Americans, are deeply concerned about how the new presidential administration will impact their lives and families, whether they will be forced to leave this country, and whether rights and protections afforded to them will be suddenly taken away; and

WHEREAS, the incoming administration has already announced plans to deport certain groups of undocumented immigrants, build a wall between the United States and Mexico, and re-institute the post-9/11 National Security Entry-Exit Registration System or similar database that tracks immigrants from certain Muslim-majority countries; and

WHEREAS, since the election, news reports of hate crimes, vandalism, and other harassment against Muslims, LGBTQ persons, women, and minorities have spiked. In 2016, neighboring New York City experienced an over thirty (30%) percent increase in hate crimes, compared to this same point in 2015; and

WHEREAS, cities across the country, including New York City, Los Angeles, Washington D.C., Chicago and others, have reaffirmed their status as so-called "sanctuary cities" and have declared that they will work to protect their residents from deportation based on immigration status. Mayor Fulop and Newark Mayor Ras Baraka similarly announced that the outcome of the presidential election would not change their administrations' commitment to protecting our respective immigrant populations and our diverse communities from hate, injustice, and hostility; and

City Clerk File No. Res. 16-790

Agenda No. 10-Z NOV 22 2016

TITLE:

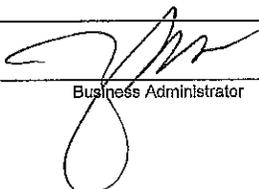
WHEREAS, the City of Jersey City maintains an Office of Welcoming Communities that will continue to connect immigrant residents with resources to learn their rights and responsibilities, obtain legal assistance, and derive the full benefit of living in Jersey City and United States; and

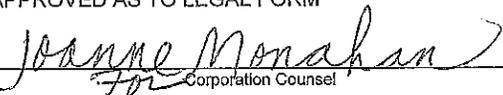
NOW, THEREFORE, BE IT RESOLVED THAT, the Municipal Council of the City of Jersey City stands with Mayor Steven M. Fulop and his administration, in solidarity with the Jersey City community, in reaffirming our commitment to ensuring that Jersey City remains a welcoming and inclusive city for all of our residents, irrespective of background or immigration status, and will take all appropriate steps to protect our residents from hate, injustice, and hostility; and

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the Municipal Council reaffirms its 1996 resolution, declaring the City of Jersey City a safe haven or sanctuary for non-citizen residents, and hereby supports the the Fulop administration's policy that City resources are not to be used to identify, persecute, apprehend, or deport any non-citizen resident.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Joanne Monahan
Corporation Counsel

Certification Required

Not Required

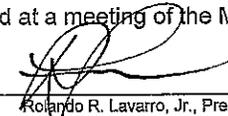
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.22.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk