

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

City Clerk File No. Res. 18-890

Agenda No. 10-A

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES  
AND APPROPRIATIONS IN THE CY 2018 MUNICIPAL BUDGET,  
PURSUANT TO N.J.S.A. 40A:4-87.**

**COUNCIL**

**offered and  
moved**

**adoption of the following resolution:**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount,

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2018 Municipal Budget:

| Grant Name                             | From      | To          |
|--|-----------|-------------|
| Community Services Block Grant (CSBG)  | \$534,807 | \$933,801   |
| Urban Areas Security Initiative (UASI) | \$0       | \$1,735,000 |

**BE IT FURTHER RESOLVED** that a like sum be approved to be appropriated in same budget:

| Grant Name                             | From      | To          |
|--|-----------|-------------|
| Community Services Block Grant (CSBG)  | \$534,807 | \$933,801   |
| Urban Areas Security Initiative (UASI) | \$0       | \$1,735,000 |

**BE IT FURTHER RESOLVED** that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |     |      |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 10.10.18                                |     |     |      |               |     |     |      |                |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                  | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                              | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates 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 INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2018 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

**Initiator**

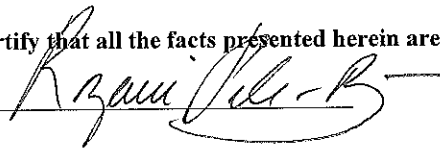
|                     |                      |                     |
|---------------------|----------------------|---------------------|
| Department/Division | Administration       | Management & Budget |
| Name/Title          | Rozani Pelc-Penteado | (jjm)               |
| Phone/email         | (201) 547-4964       | PelcR@jcnj.org      |

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

**Resolution Purpose**

N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget.

I certify that all the facts presented herein are accurate.



Date: 10/02/2018

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

City Clerk File No. Res. 18-891

Agenda No. 10.B

Approved: OCT 10 2018

TITLE:



## RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on October 10, 2018, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$14,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES" (the "Ordinance"), for the purpose of appropriating the sum of \$14,500,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(h).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$14,500,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

TITLE:

SECTION 4. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Special Emergency Notes authorized by the Ordinance and hereunder. The Special Emergency Notes shall be direct, unlimited obligations of the City. The powers and obligations of the City to pay any Special Emergency Note issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Special Emergency Notes and interest thereon, without limitation of rate or amount.

SECTION 5. All Special Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the City Clerk. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Special Emergency Notes.

SECTION 6. The City reasonably expects to commence the purpose described in the ordinance referred to in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of Special Emergency Notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the Special Emergency Notes authorized in Section 2 hereof.

SECTION 7. A copy of this resolution as adopted shall be filed with the Director of Local Government Services in the Department of Community Affairs, State of New Jersey.

SECTION 8. This resolution shall take effect immediately.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 6-3

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           |     | ✓   |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       |     | ✓   |      | WATTERMAN     |     | ✓   |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrns, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY**

**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 authorizes the CFO to sell Special Emergency Notes on behalf of the City and to determine all matters in connection with these Notes. The sale of these Notes will fund a special emergency appropriation for the payment of accumulated absences paid out in CY 2018.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

10/1/18  
Date

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

City Clerk File No. Res. 18-892

Agenda No. 10.C

Approved: OCT 10 2018

TITLE:



## RESOLUTION AUTHORIZING THE WAIVER OF METERED PARKING FEES IN SPECIFIC MUNICIPAL LOTS FROM NOVEMBER 23, 2018 TO JANUARY 1, 2019 IN ORDER TO ENCOURAGE ECONOMIC ACTIVITY AS PART OF OUR "SHOP JERSEY CITY BUY LOCAL" PROGRAM

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

**WHEREAS**, pursuant to §332-48 (A) and (B) of the Municipal Code, the City of Jersey City requires those who park motor vehicles at parking meters to deposit funds in any meters Monday to Friday, during the hours of 9:00 am to 6:00 pm; and

**WHEREAS**, pursuant to § 332-48 (C) of the Municipal Code, the Municipal Council may adopt a resolution to allow free parking in any metered parking zone, upon a finding of public necessity, need, or purpose; and

**WHEREAS**, it is well known that the peak shopping season usually begins on Thanksgiving and ends New Year's Day; and

**WHEREAS**, the City of Jersey City values its local businesses. Small business owners are an integral part of any vibrant city because they recycle a much larger share of their revenue back into the local economy. In fact, small business owners create more local jobs, link neighbors, and contribute to local causes; and

**WHEREAS**, waiving parking meter fees will encourage economic activity and attract the public to the City's commercial areas during this period; and

**WHEREAS**, encouraging economic activity during the peak shopping season, is a public purpose that allows the City to waive parking meter fees in commercial areas.

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

1. Pursuant to § 332-48(c), meter parking fees shall be waived and parking shall be free for a maximum of two (2) consecutive hours per vehicle per day, from November 23, 2018 to January 1, 2019 for the following commercial lots:

**Off Street Lots:**

- a. **Lot 3: 352 Central Avenue**
- b. **Lot 4: 388 Central Avenue**
- c. **Lot 15: 754 West Side Avenue**
- d. **Lot 32/33: 277 Central Avenue**
- e. **Lot 39: 522 West Side Avenue**
- f. **Lot 44: 693 Newark Avenue**
- g. **Lot 49: 328-342 Central Avenue**
- h. **Lot 52: 174 Newark Avenue**

TITLE:

**RESOLUTION AUTHORIZING THE WAIVER OF METERED PARKING FEES IN SPECIFIC MUNICIPAL LOTS FROM NOVEMBER 23, 2018 TO JANUARY 1, 2019 IN ORDER TO ENCOURAGE ECONOMIC ACTIVITY AS PART OF OUR "SHOP JERSEY CITY BUY LOCAL" PROGRAM**

- 2. The City Clerk shall forward a certified copy of this resolution to the Police Chief and Police Director.

10/02/2018

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 10 18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates 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

**FACT SHEET -**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE WAIVER OF METERED PARKING FEES IN SPECIFIC MUNICIPAL LOTS FROM NOVEMBER 23, 2018 TO JANUARY 1, 2019 IN ORDER TO ENCOURAGE ECONOMIC ACTIVITY AS PART OF OUR "SHOP JERSEY CITY BUY LOCAL" PROGRAM**

**Initiator**

|                     |                |   |
|---------------------|----------------|---|
| Department/Division |                |   |
| Name/Title          | Mary Paretti   | Director<br>JC Parking Enforcement Division |
| Phone/email         | (201) 547-5538 | MParetti@NJJCPS.ORG                         |

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

**Resolution Purpose**

The City of Jersey City values its local businesses. Small business owners are an integral part of any vibrant city because they recycle a much larger share of their revenue back into the local economy. In fact, small business owners create more local jobs, link neighbors, and contribute to local causes. Waiving parking meter fees will encourage economic activity and attract the public to the City's commercial areas during the upcoming holiday period. Encouraging economic activity during the peak shopping season, is a public purpose that allows the City to waive parking meter fees in commercial areas.

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

Mary Paretti  
Signature of Department Director

10/2/18  
Date



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

City Clerk File No. Res. 18-893

Agenda No. 10.D

Approved: OCT 10 2018



TITLE:

**A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD PURSUANT TO N.J.S.A. 40:69A-181(b) FOR ORDINANCE 18-119**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, at its September 26, 2018 meeting, the Municipal Council introduced Ordinance 18-119 acknowledging the intention of the current owner of Exeter Thomas McGovern Land Urban Renewal, LLC ("the Entity") to transfer the entirety of its ownership interest in the Entity to a new corporation, CTR Jersey City 79, LLC ("CTR"); and

**WHEREAS**, the Entity currently possess a twenty (20) year tax exemption and intends to construct a commercial warehouse on Block 21506, Lot 2, on the City's Official Tax map, and more commonly known by the street address of 295 McGovern Drive (F/K/A as 79 Thomas F. McGovern Drive); and

**WHEREAS**, Ordinance 18-119 is scheduled for 2<sup>nd</sup> Reading and adoption at the October 10, 2018 meeting of the Municipal Council; and

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

**WHEREAS**, CTR wishes to close on the transfer of the ownership interest in the Entity immediately so that the Entity can begin the construction of the warehouse as soon as possible and before the onset of colder weather; and

**WHEREAS**, the need to make Ordinance 18-119 effective immediately constitutes an emergency as per N.J.S.A. 40:69A-181(b) because delaying the transfer of the ownership interest and by extension the construction of the warehouse, may endanger the viability of the whole project; and

**WHEREAS**, it is in the City's best interest that the Municipal Council declare an emergency and waive the 20-day period for Ordinance 18-119 so that it may become effective immediately, thus allowing the current owner of the Entity to transfer the entirety of its ownership interest in the Entity to CTR so that the Entity to begin the construction of the warehouse as soon as possible and before the onset of colder weather; and

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

- (1) an emergency is hereby declared for the reason set forth above; and
- (2) pursuant to N.J.S.A. 40:69A-181(b), the twenty (20) day waiting period prior to the effective date of Ordinance 18-119 is hereby waived so that Ordinance 18-119 shall be effective immediately.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates 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**

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**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD PURSUANT TO N.J.S.A. 40:69A-181(b) FOR ORDINANCE 18-119**

**Initiator**

|                            |                      |                                   |
|----------------------------|----------------------|-----------------------------------|
| <b>Department/Division</b> | Law                  | Office of the Corporation Counsel |
| <b>Name/Title</b>          | Peter J. Baker, Esq. | Corporation Counsel               |
| <b>Phone/email</b>         | 201-547-4667         | pbaker@icnj.org                   |

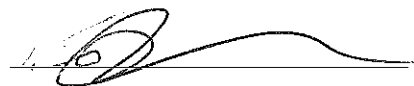
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Exeter Thomas McGovern Land Urban Renewal, LLC (“the Entity”) currently possess a twenty (20) year tax exemption and intends to construct a commercial warehouse at 295 McGovern Drive. Ordinance 18-119 acknowledges the intention of the current owner of the Entity to transfer the entirety of its ownership interest in the Entity to CTR and allows for the Financial Agreement previously executed between the City and the Entity to be amended accordingly.

This Resolution authorizes the Municipal Council to waive the statutory 20-day waiting period before Ordinance 18-119 can become effective so the current owner of the Entity can transfer its ownership interest in the Entity to CTR and thus allowing CTR to begin the construction of the warehouse as soon as possible before the onset of colder weather.

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



**Peter J. Baker, Esq.  
Corporation Counsel**

October 3, 2018

**Date**

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

City Clerk File No. Res. 18-894

Agenda No. 10.E

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

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

**WHEREAS**, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,735,000.00 thru the FFY18 Urban Area Security Initiative (UASI) grant program; and

**WHEREAS**, this funding 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 Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

**NOW, THEREFORE BE IT RESOLVED** the City of Jersey city herewith accepts the award of \$ 1,735,000 thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY18 grant program; and

**BE IT FURTHER RESOLVED** that the sum of \$1,735,000 is hereby appropriated under the caption FFY18 UASI Department of Homeland Security Grant; and

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

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Brian Platt, Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized to establish an account in the amount of \$1,735,000 for the Jersey City Office of Emergency Management & Homeland Security

W. Greg Kierce, Director  
Office of Emergency Management & Homeland Security

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

APPROVED AS TO LEGAL FORM

APPROVED: MB

Business Administrator

[Signature]  
Corporation Counsel

JMck  
10/2/18

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| PRINZ-AREY                                       | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RIDLEY   | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE 2018 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

**Initiator**

|                     |                |                       |
|---------------------|----------------|-----------------------|
| Department/Division | Public Safety  | OEM/Homeland Security |
| Name/Title          | W. Greg Kierce | Director              |
| Phone/email         | 547-5681       | wkierce@njicps.org    |

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

**Resolution Purpose**

This Resolution authorizes the City of Jersey City, Office of Emergency Management & Homeland Security to accept a grant from the United States Department of Homeland Security in the amount of \$1,735,000.00 through the FFY-2018 Urban Area Security Initiative (UASI) grant program.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/24/18  
Date



PHILIP D. MURPHY  
GOVERNOR

SHEILA Y. OLIVER  
LT. GOVERNOR

State of New Jersey  
Office of Homeland Security and Preparedness  
PO Box 091  
TRENTON, NJ 08625-0091

JARED M. MAPLES  
DIRECTOR

September 15, 2018

The Honorable Steven M. Fulop, Mayor  
City of Jersey City  
280 Grove Street  
Jersey Agency, New Jersey 07302

RE: FFY18 Urban Areas Security Initiative (UASI-Local Share)  
(CFDA #97.067, Award # EMW-2018-SS-00028)  
(DUNS #831438275, EIN #22600201305)

Dear Mayor Fulop:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Jersey City is awarded \$1,735,000.00 for approved projects from the FFY18 UASI-Local Share Grant Program. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed projects which are outlined in the attached approved Project Proposals.

|     | <u>Project Name</u>                                | <u>Amount</u>          |
|-----|--|------------------------|
| 1.  | OEM Maintenance/Situational Awareness/Enhancements | \$ 17,000.00           |
| 2.  | Maintenance/Service Contracts                      | \$ 321,800.00          |
| 3.  | DPP Salary (2 years)                               | \$ 163,000.00          |
| 4.  | CERT/NIMS/Shelter Training                         | \$ 70,200.00           |
| 5.  | CCTV Expansion                                     | \$ 400,000.00          |
| 6.  | ALPR Computers/Storage                             | \$ 25,000.00           |
| 7.  | Web Based Mass Notification System                 | \$ 60,000.00           |
| 8.  | Mutualink  | \$ 33,000.00           |
| 9.  | Portable Radios                                    | \$ 375,000.00          |
| 10. | Meter Maintenance                                  | \$ 5,000.00            |
| 11. | Unified Approach to Active Shooter                 | \$ 150,000.00          |
| 12. | Oxygen Cascade Trailer                             | \$ 2,500.00            |
| 13. | Generator-Light Towers                             | \$ 2,500.00            |
| 14. | Mobile Surveillance Trailers                       | \$ 110,000.00          |
|     | <b>TOTAL</b>                                       | <b>\$ 1,735,000.00</b> |

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY18 Grant Agreement and required attachments (A through F) by October 12, 2018, to Kathleen Wynn, Grants Management Bureau, OHSP, at the above address.
- 2.) The awarding of these funds is conditioned upon your agency's full participation with the OHSP Grant Management System (GMS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditures will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of your agency before OHSP will authorize the agency to make program expenditures eligible for reimbursement. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by October 12, 2018. It is extremely important to implement the activities in the approved Project Proposal(s) in a timely manner to avoid reprogramming of any awarded funds.

**The FFY18 UASI grant program has a thirty-six (36) month period of performance (September 1, 2018 to August 31, 2021).** On or about **February 1, 2020**, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by **February 1, 2021**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2021**. In addition, reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

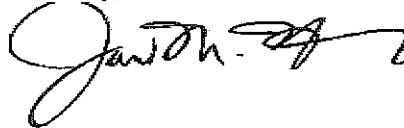
During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP within the Grants Management System (GMS). Once the revised Spending

The Honorable Steven M. Fulop, Mayor  
Page 3  
September 15, 2018

Plan(s) has been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee from where the project was funded and the UASI Executive Committee.

If you have any questions regarding this agreement, please contact Brian Doering, UASI Grant Liaison, at 609 584-4827. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Jared M. Maples, Director  
Office of Homeland Security and Preparedness

JMM/DM:kw

Enclosures

cc: Randall Richardson, Director of Administration/Chief Fiscal Officer, OHSP  
Laura Thibodeau, Acting Financial Bureau Chief, OHSP  
Daniel Morocco, Grants Management Bureau Chief, OHSP  
Gary Furman, Grants Management Deputy Bureau Chief, OHSP  
Lisa Conte, UASI Grant Coordinator, OHSP  
Brian Doering, UASI Grant Liaison, OHSP  
Sgt. Greg Kierce, Domestic Preparedness Planner  
James Sheehan, UASI OMRI  
Rachel Tkatch, UASI OMRI

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

City Clerk File No. Res. 18-895

Agenda No. 10.F



## WITHDRAWN

**RESOLUTION (1) INTRODUCING AND APPROVING THE 2018 BUDGET OF THE EXCHANGE PLACE ALLIANCE DISTRICT SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET**

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

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 16-176** the City of Jersey City established the Exchange Place Alliance Special Improvement District (EPASID) to be operated by the Exchange Place Special Improvement District Management Corporation; and

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

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

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

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

**WHEREAS**, the District Management Corporation of Exchange Place Alliance Special Improvement District has submitted its 2018-2019 fiscal year budget, July 1, 2018 – June 30, 2019 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2018-2019 fiscal year budget, July 1, 2018 – June 30, 2019 of the Exchange Place Alliance Special Improvement District, attached hereto as Exhibit A, was approved by the Exchange Place Alliance Special Improvement District at its April 10, 2018 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:



TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
- (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
- (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
- (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
- (d) at least 10 days before the date of the scheduled hearing
  - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
  - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
  - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2018.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

# WITHDRAWN

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

| Exchange Place Alliance Budget 2018 |  |  |  |                 |
|-------------------------------------|--|--|--|-----------------|
| Ordinary Income/Expense             |  |  |  |                 |
| Income                              |  |  |  |                 |
| Revenues                            |  |  |  |                 |
| Private                             |  |  |  |                 |
| 1                                   |  |  | Assessment   | \$ 3,000,000.00 |
| 3                                   |  |  | Farmers' Market Fees                               | \$ 1,000.00     |
| 4                                   |  |  | Festival Fees                                      | \$ 15,000.00    |
| 6                                   |  |  | Holiday Market Fees                                | \$ 30,000.00    |
| 8                                   |  |  | Total Private                                      | \$ 3,046,000.00 |
| 9                                   |  |  | Grants (Sponsorships)                              |                 |
| 10                                  |  |  | Farmers' Market Sponsorship                        | \$ 5,000.00     |
| 12                                  |  |  | Holiday Sponsor                                    | \$ 7,500.00     |
| 14                                  |  |  | Sponsorships Major Festivals                       | \$ 50,000.00    |
| 15                                  |  |  | Total Grants                                       | \$ 62,500.00    |
| 16                                  |  |  | Total Revenues                                     | \$ 3,108,500.00 |
| 17                                  |  |  | Total Income                                       | \$ 3,108,500.00 |
| 18                                  |  |  | Gross Profit                                       | \$ -            |
| 22                                  |  |  | Expenses   |                 |
| 24                                  |  |  | Meetings & Travel                                  |                 |
| 26                                  |  |  | Meeting Materials                                  | \$ 12,000.00    |
| 27                                  |  |  | Meeting & Travel - Other                           | \$ 2,500.00     |
| 29                                  |  |  | Transportation                                     | \$ 2,500.00     |
| 31                                  |  |  | Rent   | \$ 12,000.00    |
| 33                                  |  |  | Postage & PO Box Rental                            | \$ 5,000.00     |
| 34                                  |  |  | Accountant- Audit                                  | \$ 5,000.00     |
| 36                                  |  |  | Accountant- Bookkeeping, Payroll & Tax Preparation | \$ 12,000.00    |
| 39                                  |  |  | Fees (Bank, Square & Paypal)                       | \$ 2,500.00     |
| 40                                  |  |  | Insurance  |                 |
| 41                                  |  |  | Cell Phone Insurance                               | \$ 1,000.00     |
| 42                                  |  |  | D&O Insurance                                      | \$ 5,300.00     |
| 43                                  |  |  | General Liability                                  | \$ 22,000.00    |
| 51                                  |  |  | Health Insurance                                   | \$ 32,000.00    |
| 52                                  |  |  | Workers Compensation                               | \$ 1,000.00     |
| 53                                  |  |  | Grand Opening Materials                            | \$ 5,000.00     |
| 54                                  |  |  | Payroll Expense                                    |                 |
| 56                                  |  |  | NJ- WF/SWF Company                                 | \$ 500.00       |
| 57                                  |  |  | NJ- Unemployment Tax                               | \$ 3,000.00     |
| 58                                  |  |  | NJ- Disability Tax                                 | \$ 600.00       |
| 59                                  |  |  | Social Security Tax                                | \$ 15,000.00    |
| 60                                  |  |  | Medicare Tax                                       | \$ 3,500.00     |
| 61                                  |  |  | Federal Unemployment                               | \$ 500.00       |
| 62                                  |  |  | Administration                                     |                 |
| 63                                  |  |  | Wages  | \$ 280,000.00   |
| 64                                  |  |  | Overtime   | \$ 6,000.00     |
| 65                                  |  |  | Bonuses  | \$ 50,000.00    |
| 67                                  |  |  | Dues/Subscriptions                                 | \$ 500.00       |
| 68                                  |  |  | Telephones   |                 |
| 69                                  |  |  | Internet/Office Phone                              | \$ 6,000.00     |
| 71                                  |  |  | Cell Phones  | \$ 3,000.00     |
| 72                                  |  |  | Office Expenses                                    | \$ 10,000.00    |
| 73                                  |  |  | Events/Marketing/Promotions                        |                 |
| 75                                  |  |  | Banners and Wayfinding                             | \$ 75,000.00    |
| 76                                  |  |  | Equipment Rental                                   | \$ 25,000.00    |
| 77                                  |  |  | Grand Openings                                     | \$ 5,000.00     |
| 78                                  |  |  | Holiday Lights                                     | \$ 100,000.00   |
| 80                                  |  |  | Lighting   | \$ 50,000.00    |
| 81                                  |  |  | Marketing Design                                   | \$ 24,000.00    |
| 82                                  |  |  | PATH Ads   | \$ 25,000.00    |
| 84                                  |  |  | Performer/Entertainment                            | \$ 75,000.00    |
| 85                                  |  |  | Permits  | \$ 5,000.00     |
| 86                                  |  |  | Printing/Promotions/Advertising                    | \$ 50,000.00    |
| 88                                  |  |  | Photography  | \$ 10,000.00    |
| 89                                  |  |  | Security   | \$ 20,000.00    |
| 90                                  |  |  | Sound  | \$ 50,000.00    |
| 91                                  |  |  | Sponsorships                                       | \$ 50,000.00    |
| 93                                  |  |  | Staffing for Events                                | \$ 10,000.00    |
| 94                                  |  |  | Supplies   | \$ 10,000.00    |
| 95                                  |  |  | Web Promotion                                      | \$ 10,000.00    |
| 97                                  |  |  | Website  | \$ 10,000.00    |
| 99                                  |  |  | Operations   |                 |
| 101                                 |  |  | Paving   | \$ 50,000.00    |
| 102                                 |  |  | Landscaping  | \$ 200,000.00   |
| 103                                 |  |  | Clean Team   | \$ 350,000.00   |
| 104                                 |  |  | Repairs and Maintenance                            | \$ 50,000.00    |
| 107                                 |  |  | Capital Improvement                                |                 |
| 108                                 |  |  | Design Team  | \$ 500,000.00   |
| 109                                 |  |  | Traffic Calming                                    | \$ 50,000.00    |
| 110                                 |  |  | Reserves for Capital Improvements                  |                 |
| 111                                 |  |  | Exchange Place                                     | \$ 706,100.00   |
| 112                                 |  |  | 4 Corners Park                                     | \$ 100,000.00   |
| 113                                 |  |  | Total Expense                                      | \$ 3,108,500.00 |
| 114                                 |  |  |  |                 |



# EXCHANGE PLACE ALLIANCE: 2018 BUDGET REPORT



Exchange Place Alliance Special Improvement District  
Harborside 2  
200 Hudson Street, Suite 801  
Jersey City, NJ 07311  
(201) 918-4200  
[ExchangePlaceAlliance.com](http://ExchangePlaceAlliance.com)

## Overview and Mission

The Exchange Place Alliance's focus is to maintain and elevate the area through capital improvements, repairs and maintenance, landscaping, cleaning, and community building and programming.

Previously untapped sources of revenue are now utilized for improvements including the restoration of and upgrades to Exchange Place Plaza, Christopher Columbus Drive, and Paulus Hook Park.

The Alliance will also work to enhance the sense of arrival for the area. New amenities will include wayfinding signage and informational kiosks to help direct the public, comfort stations, landscaping, public restrooms, tables and chairs along the Hudson River Waterfront Walkway, and seasonal décor.

As a part of its mission, the Exchange Place Alliance will focus on communication with the membership and public regarding new organizations, events, and businesses within the district.

This report outlines the Alliance's accomplishments in the fields of communications and data; maintenance, repairs, landscaping, and snow removal; and programming and events. Additionally, it demonstrates the next steps and outlook for the Exchange Place Alliance.

---

## Communications and Data

Since its inception, the Alliance has pursued an aggressive communications strategy, establishing an ever-growing presence across digital platforms and face-to-face interactions with residents and businesses within the district. Some highlights include the following:

- Established a social media following of nearly 1,500 followers across three platforms.
- Designed and implemented a monthly newsletter with over 400 subscribers including commercial and residential property managers who pass along the content to their tenants.
- Launched a new website with content focused on the Exchange Place Alliance's mission to improve the area and inform others of its assets. The site, *exchangeplacealliance.com*, has received over 1,200 distinct visits. (*Exhibit A*)
- Met with over 40 district property owners and managers to hear concerns and spread awareness of the Exchange Place Alliance's work and mission.
- Compiled a database of district tenants, property managers, owners, and other stakeholders with whom to carryout communication.
- Tracked and maintained business listings and identified the following ground floor entities along with various business openings and closings:
  - 60 restaurants, bars, and cafés
  - 15 ground floor retail shopping opportunities
  - 24 medical offices
  - 4 hotels
  - 8 closed establishments
  - 9 opened establishments

## Maintenance and Repairs

The Alliance has contracted a crew of workers that will be responsible for timely trash removal, street cleaning, general repairs, special projects and litter removal. A snow removal team has also been contracted to be on call any time a snowfall is above one inch. Traffic directing security bollards have been installed in conjunction with the City of Jersey City and PATH NYNJ.

Streetscape maintenance and repairs are critical functions of the special improvement district and the Alliance has taken steps to engage the City of Jersey City and property owners to perform upkeep and maintenance throughout the district.

- Contracted Streetplus as the official Exchange Place Alliance clean team and maintenance operations staff for litter removal, general district maintenance, and placemaking initiatives.
- Engaged the City of Jersey City to carryout 77 repairs throughout the district, including but not limited to graffiti and sticker removal, litter and fallen sign removal, broken bench replacements, and sidewalk and crosswalk repairs.
- Recorded nearly 150 streetlight outages throughout the district and currently coordinating with properties and PSEG to resolve this.
- Surveyed the entire district and created a detailed map that lists various streetscape assets in order to record and track necessary repairs throughout the district.

## Landscaping and Snow Removal

Complimenting the Alliance's maintenance and repair efforts are its work to better landscape the district and tend to snow and ice removal during inclement weather.

- Contracted a snow and ice removal crew that removed approximately 50 inches of snow near Exchange Place Plaza, Montgomery Street crosswalks, Paulus

- Hook Park, and surrounding areas for the 2017-18 season.
- Identified a total of 895 trees along the district's sidewalks with 50 dead trees to be removed.
- Completed Fall 2017 landscaping that beautified 39 sites along the waterfront and throughout the district.

## Programming and Events

Supporting community growth and activation through the planning, promotion, and execution of events and other types of programs is another key aspect to the Alliance's work.

- Placed holiday lighting and seasonal décor throughout the district in the months of December 2017 and January 2018.
- Planned and executed a three-day family friendly Fall Event that was attended by over 3,500 people.
- Secured and purchased outdoor tables, seating, and umbrellas for 1,300 people along the Hudson River walkway.
- Planned and coordinated cleanup efforts for the 3<sup>rd</sup> Annual Great Jersey City Cleanup with the Powerhouse Arts District Neighborhood Association.
- Coordinating a full carnival operation for the 2018 Freedom and Fireworks Festival.
- Support existing community events such as Riverview Jazz Fest, Jersey City Ward Tour, and Bike to Work Week.

**2018-2019 Goals**

For the future the Exchange Place Alliance will continue to build on the accomplishments of its first year in operation as well as focus on the following:

- Transform the Exchange Place and PATH Plazas into an urban park restricting vehicular traffic and establishing a pedestrian only zone.
- Continue to grow the Alliance’s social media and newsletter following, while marketing vital information to residents and visitors alike.
- Initiate wayfinding signage and informational kiosks throughout the district to give the greater Exchange Place area a sense of arrival.
- Work in conjunction with Public Safety, PATH NYNJ, neighborhood associations, and property owners to implement safety measures along the waterfront.
- Repair and add additional lighting in conjunction with the Port Authority and PSEG in the district.
- Install public WIFI and comfort stations along the Hudson River Walkway.
- Repair and maintain existing security cameras that were damaged during Hurricane Sandy.
- Plan and execute a signature event along the waterfront that will occur annually.
- Landscape and maintain all applicable areas within the Exchange Place Alliance Special Improvement District.
- Restore and upgrade Paulus Hook Park in collaboration with the Historic Paulus Hook Association.

**Exhibit A**

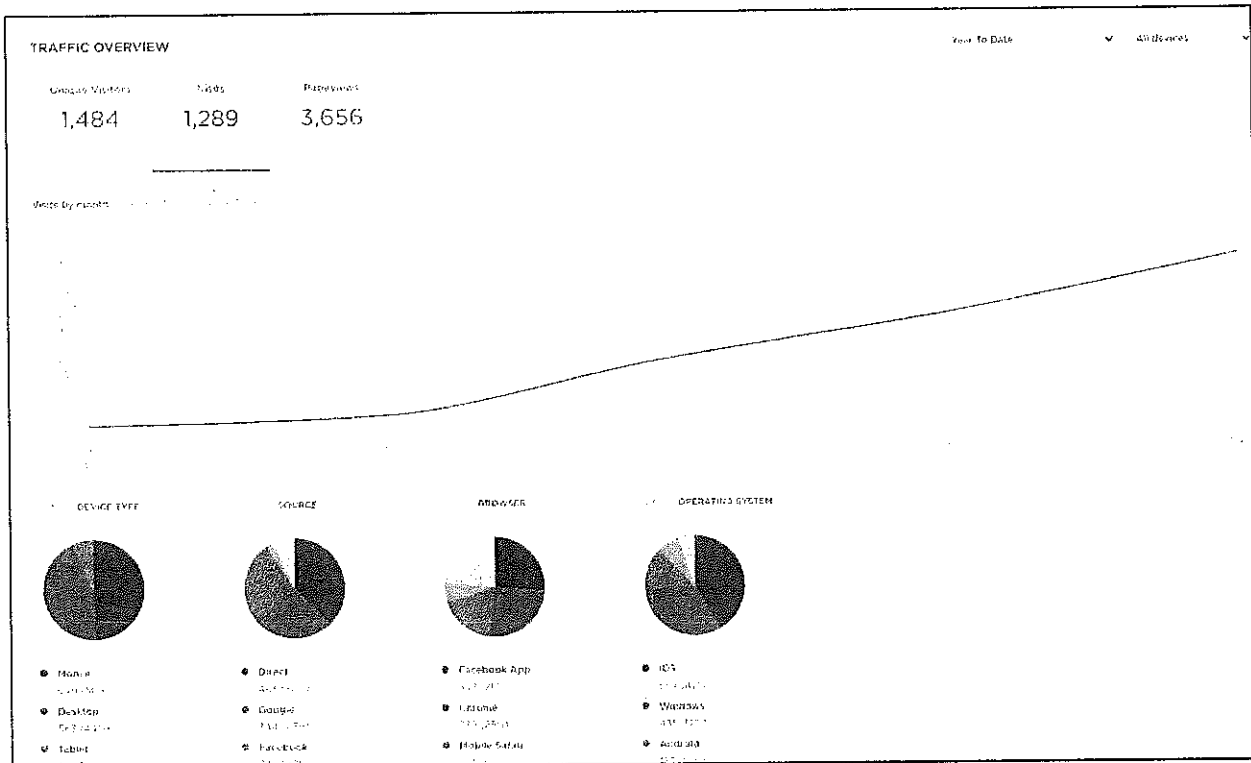
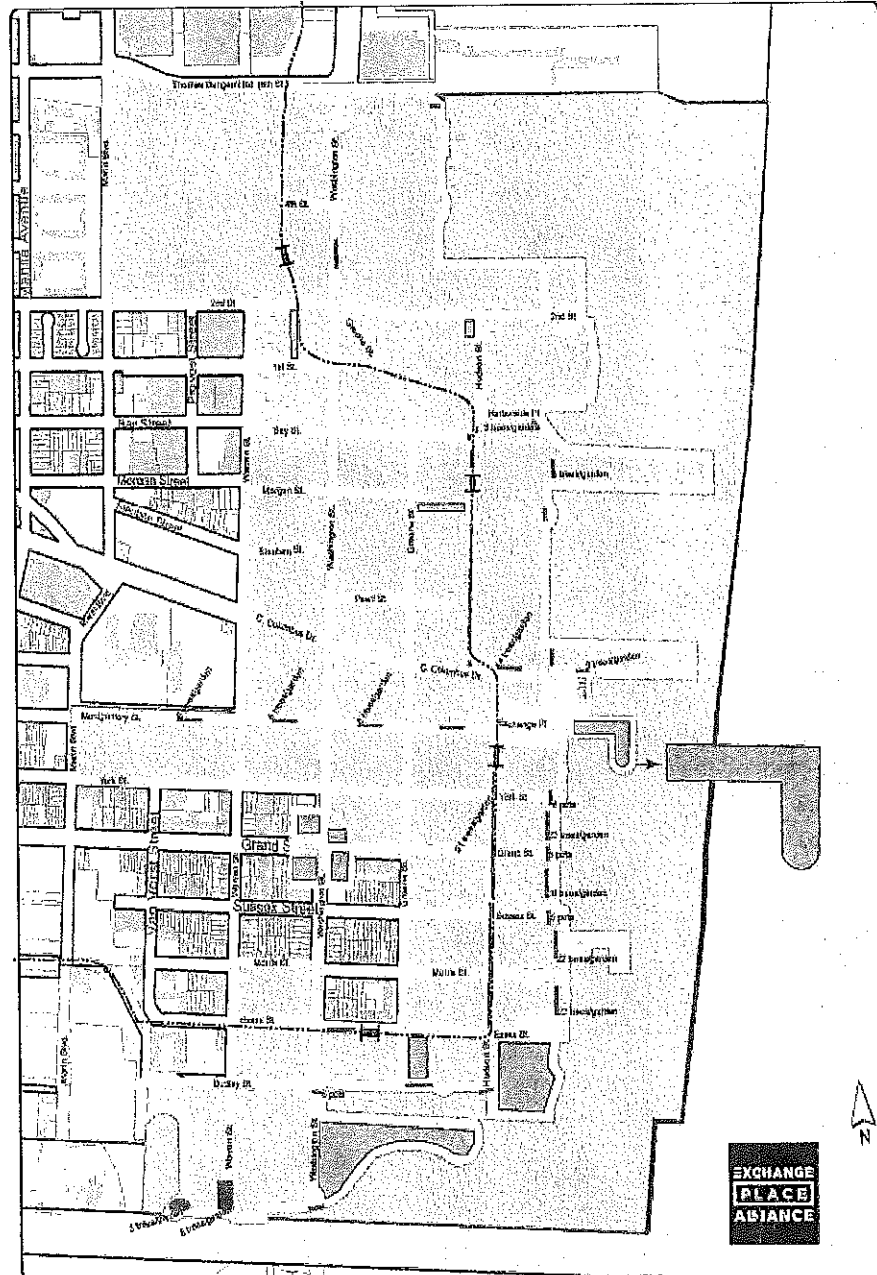
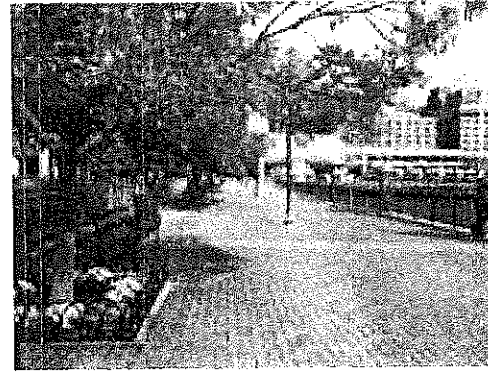
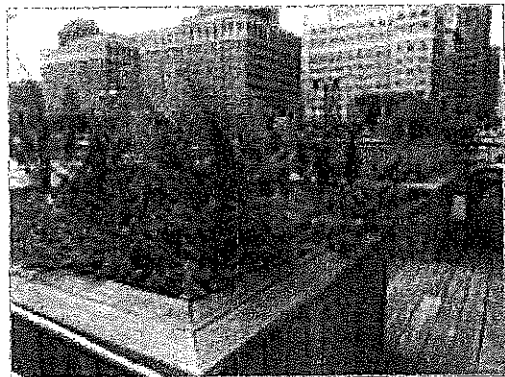
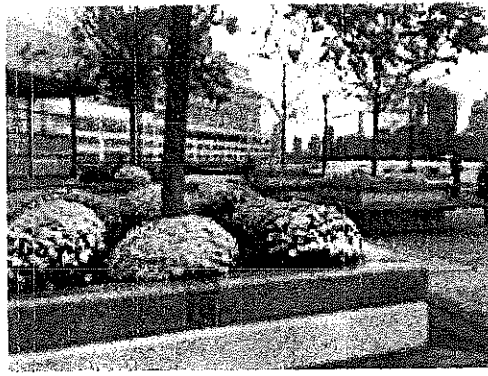
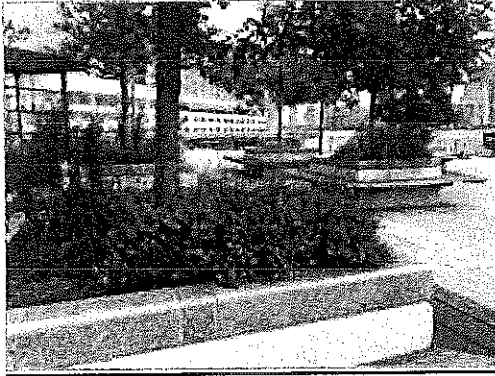


Exhibit B



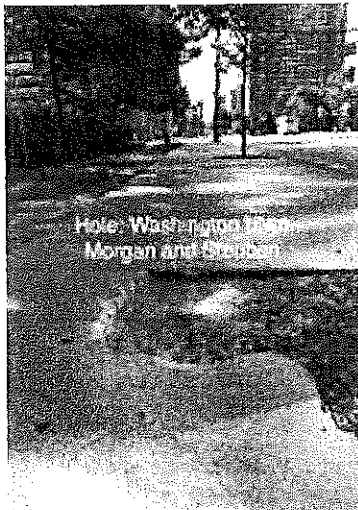
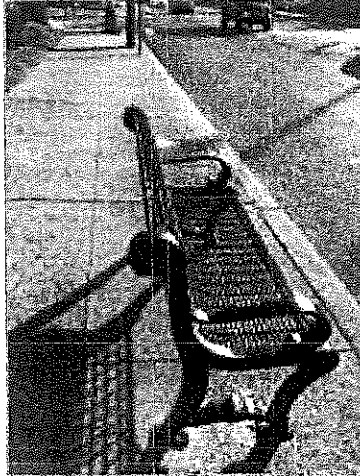
### Landscaping

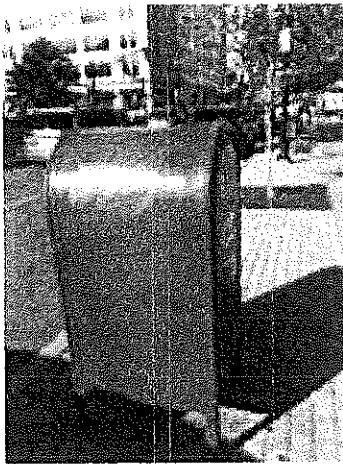
For more pictures, please visit [ExchangePlaceAlliance.com](http://ExchangePlaceAlliance.com), and navigate to the "info" section.





Maintenance and Repairs Pictures





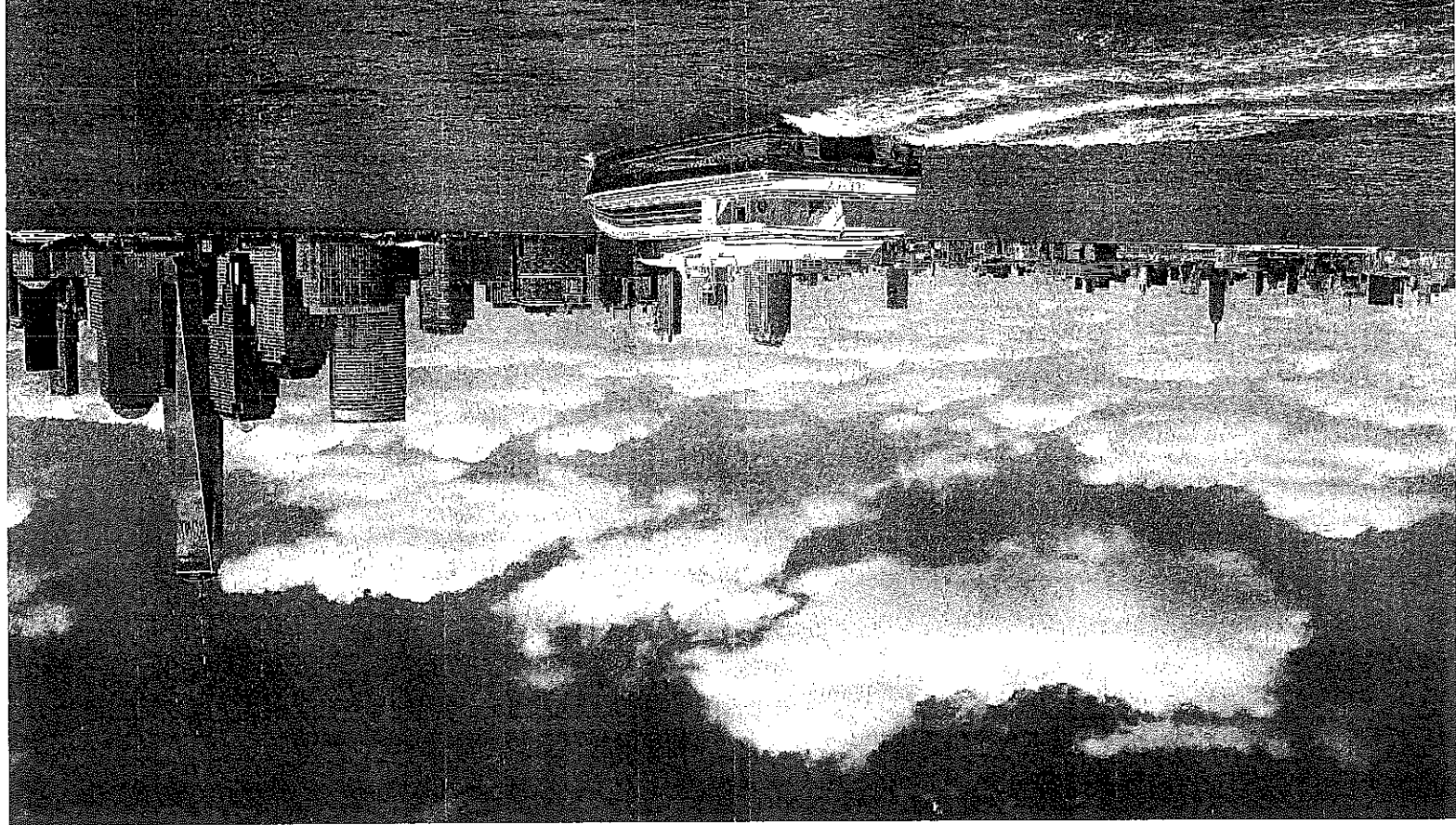
## Snow and Ice Removal

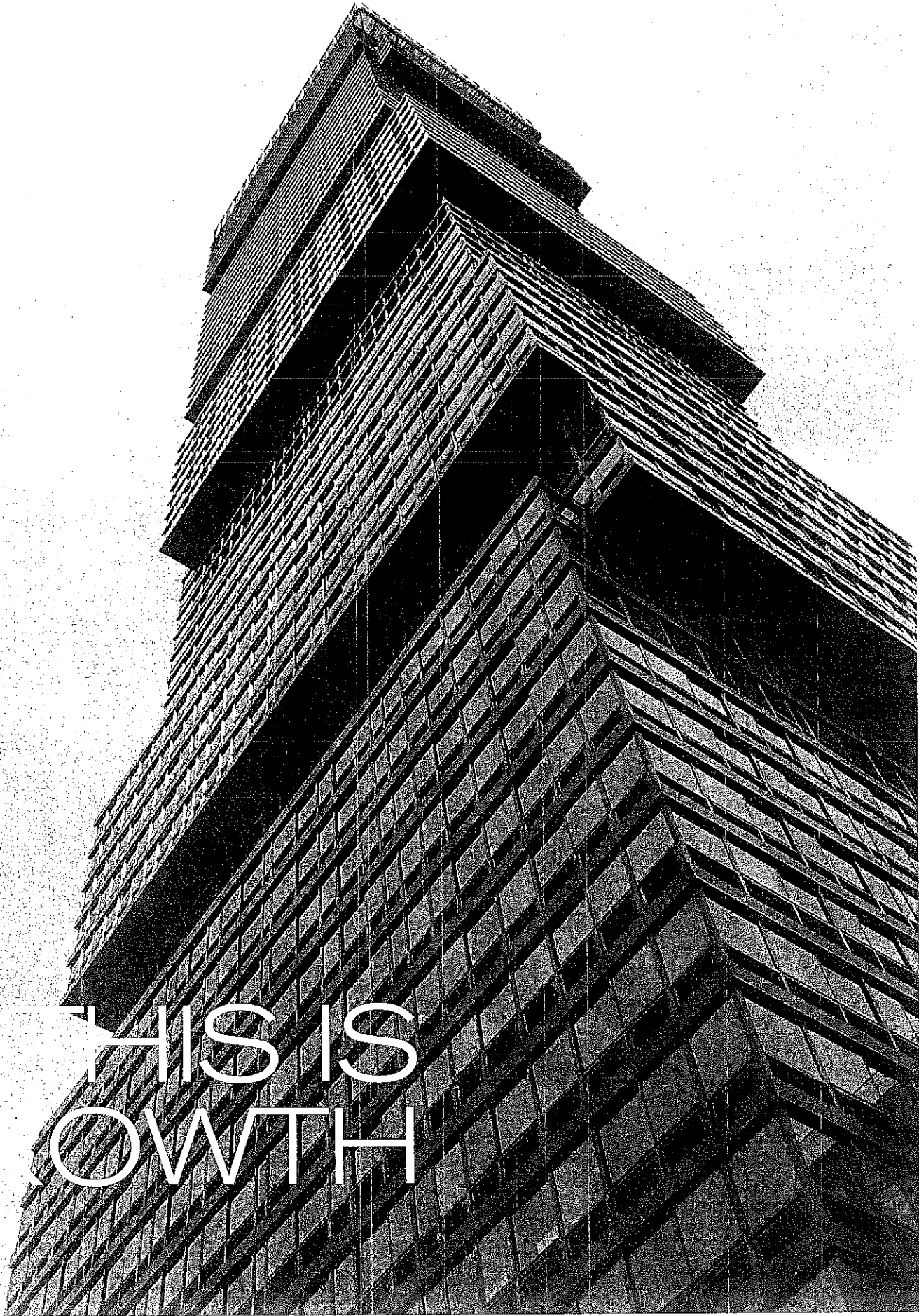


# 17 ANNUAL REPORT

EXCHANGE  
PLACE  
ALIVANCE

FISCAL  
YEAR





THIS IS  
GROWTH

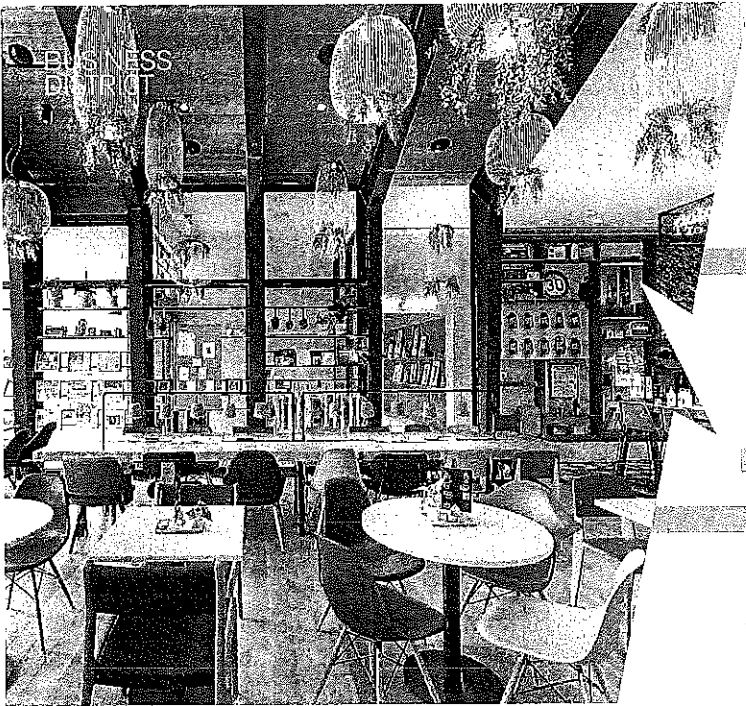
# Becoming a Fully Operational Special Improvement District.



**AUGUST 2017** MARKS THE TIME WHEN THE EXCHANGE PLACE ALLIANCE'S BUDGET FORMALLY PASSED THROUGH THE JERSEY CITY COUNCIL ALLOWING THE EXCHANGE PLACE ALLIANCE TO BECOME A FULLY OPERATIONAL SPECIAL IMPROVEMENT DISTRICT.

The district itself covers just over half a square mile, extending at its northern reach to Thomas Gangemi Drive to the Morris Canal Basin to the south. The western serpentine boundary extends as far as Luis Marin Boulevard at points and to Greene Street at others, while the east is bounded by the Hudson River itself. After Elizabeth Cain was

named its first Executive Director, the mission and work of the Alliance moved forward full steam ahead. Full time staff was brought on in the late summer of 2017 and immediately began to shape the foundations of the organization, working on everything from marketing, events, and data centralization to streetscape surveys, landscaping, and identifying critical areas for repair or beautification. This was a time for the Alliance to simultaneously familiarize itself with the neighborhood while establishing its functions and meeting with over 40 property managers to better anticipate their needs. The Alliance set distinct goals for the special improvement district including capital improvements, snow removal, landscaping, and hiring a fully functional clean team.



9 Bar Cafe @ URBY

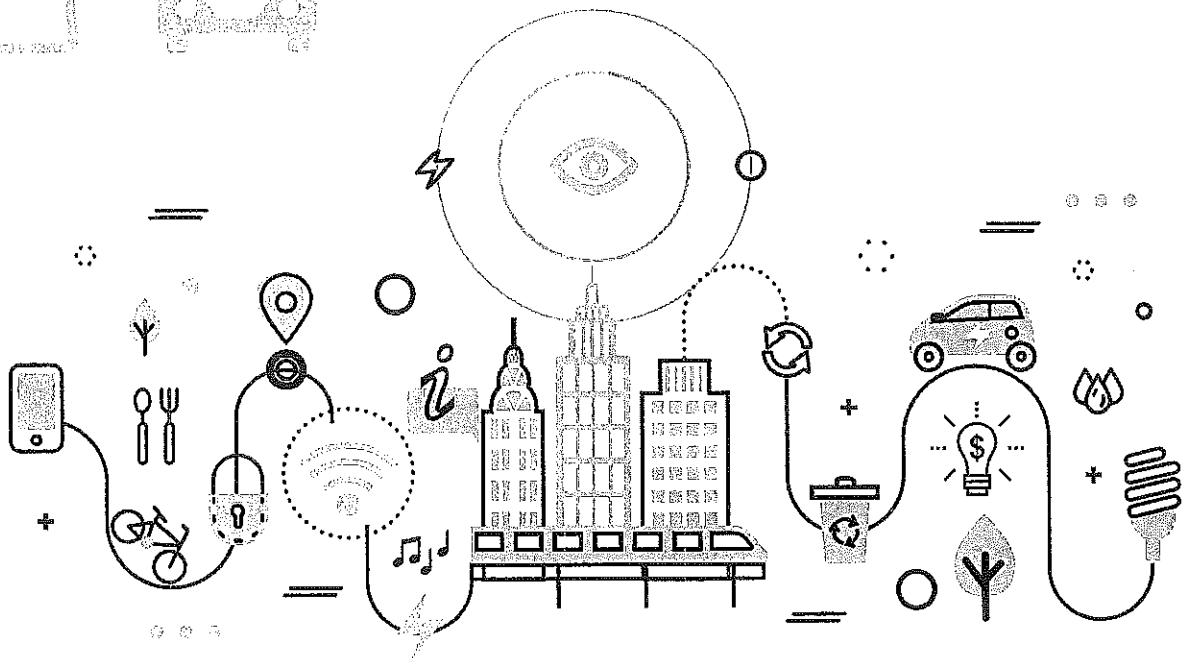


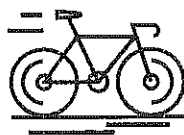
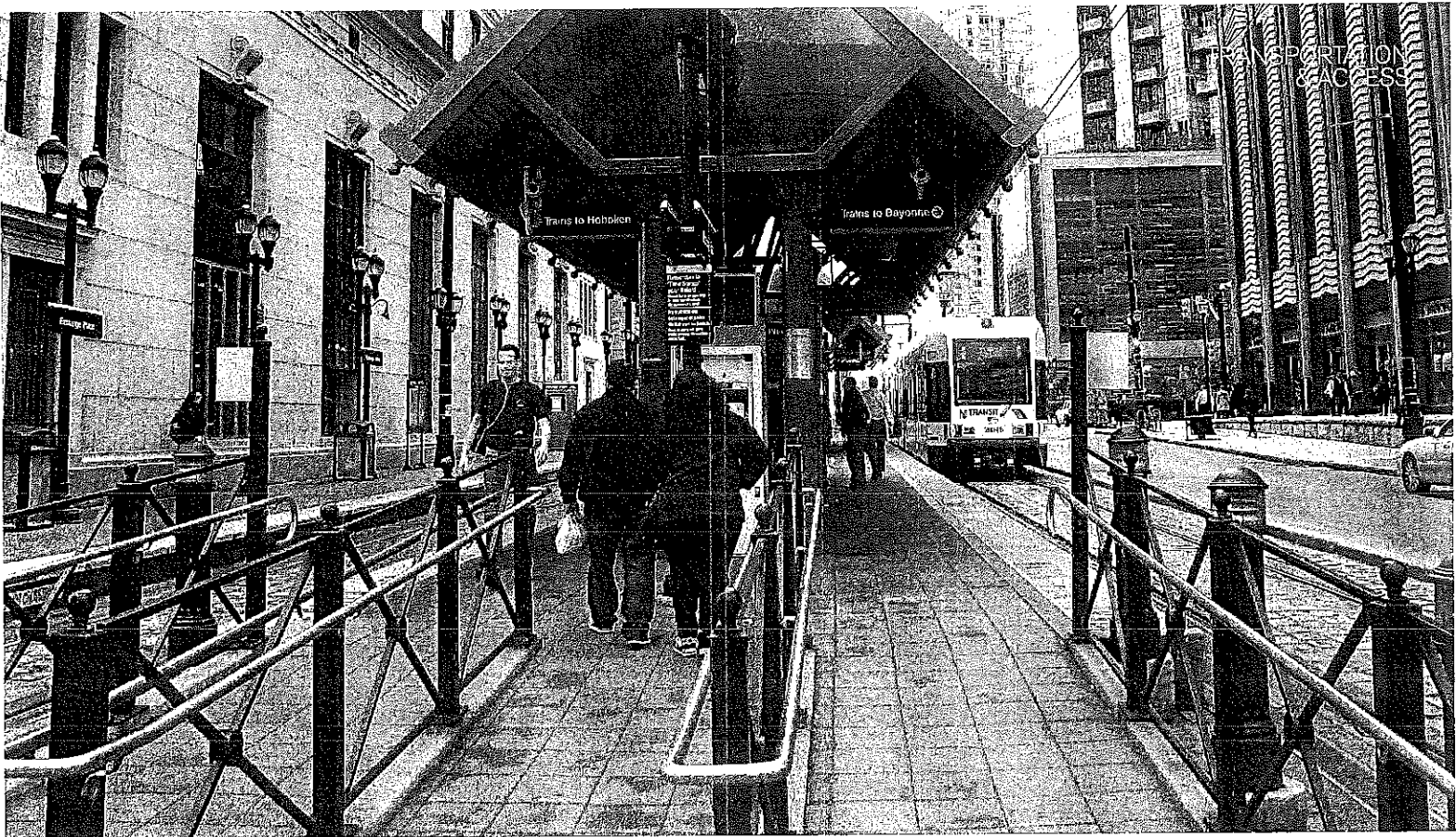
# 500+

OPERATING BUSINESSES

Throughout its varied streets, from quaint residential blocks to towering commercial buildings, the greater Exchange Place neighborhood is teeming with businesses and activities of all kinds, both large and small. Over 500 businesses operate within the district, and vary widely by type, from art galleries and studios to finance, healthcare and insurance. Truly, the district encompasses a wide cross section of industries, especially at the ground floor level. 58 restaurants, bars, and cafés pepper the streets, offering an eclectic mix of cuisine and nightlife. An art museum, gallery, and artist studios present periodic events and shows that feature some of Jersey City's top talent and treasures. Visitors to the area enjoy access to four different hotels and many opportunities for parking at the 16 garages within the district.

# 58





# TRANSPORTATION & ACCESS

The district is served by a range of public transportation options: by rail, wheel, and water. Those who live, visit, and work in the district utilize the four **New Jersey Light Rail** System stops that span the length of the district including **Harsimus Cove, Harborside, Exchange Place, and Essex Street**. The **PATH** train's **Exchange Place** stop connects commuters and visitors to the bustle of downtown Manhattan in less than ten minutes. Commuters also have the option of traveling by water with two **NY Waterway** stops at **Harborside and Paulus Hook** as well as an additional ferry service at **Liberty Landing**. For more local travel, the Exchange Place Special Improvement District boasts 10 **Citi Bike** stations. The district is also conveniently serviced by eight **New Jersey Transit** bus lines, extending as far south as Lakewood, New Jersey.



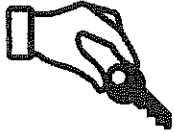


**16K**  
RESIDENTS

**25-44**  
YEARS OLD

**85%**

**23%**



**58%**



**77%**

**10M**  
SQ. FT.

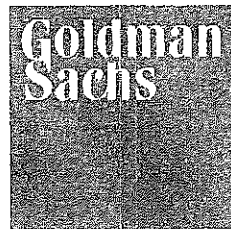
**\$37.69**  
AVG.  
SQ. FT.

**IDOP 95K**

# THE NUMBERS

In addition to the businesses and employees that work within the district daily, there is also a sizeable portion of people who call it home round the clock. Over 16,000 people reside within or around the district, and 60% of this population is between 25-44 years old, with a median age of 33.6 years. Most are well educated, with over 84% holding a Bachelor's or more, and 57.8% are married. 77.4% of housing units are renter occupied, while 22.6% are owner occupied. The district is home to nearly ten million square feet of commercial space leasing at an average of \$37.69 per square foot. The current district-wide leasing rate stands at 82.4% and covers a wide range of industries most notably finance, administrative support, and technology. Upwards of 95,000 employees work in the district and its surrounding areas daily. Major tenants include Bank of America, Goldman Sachs & Co., E\*Trade, and New Jersey City University School of Business.

ANHEUSER  BUSCH



E\*TRADE®

Bank of America.



NJCU

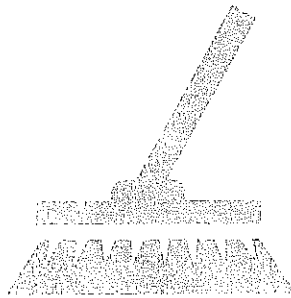
NEW JERSEY CITY UNIVERSITY



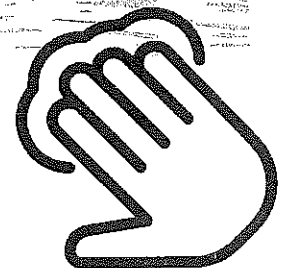
# IMPROVEMENTS

A core function of the Exchange Place Alliance is to provide services that maintain, beautify, and improve the aesthetic of the district. The Alliance was elated to bring on Streetplus to provide full-time street asset maintenance in mid-May. Rain or shine, the Alliance's Clean Team is wholly dedicated to sweeping the district's sidewalks and curbs of litter, removing graffiti, posters, and stickers from posts and other furniture, painting streetscape elements that need a fresh coat, and even removing puddles and standing water from pedestrian pathways in inclement weather. The Clean Team also handles any special projects such as the place making of outdoor furniture or focus days on maintaining particular streetscape elements. The six-person crew maintains the district from **7:00AM - 10:00PM** during the warm months and will reduce its hours slightly as winter approaches. Since coming aboard, the Clean Team has already put in over 1,409 labor hours and used around 968 trash bags while tackling 461 maintenance issues and 231 distinct instances of graffiti removal. *(Statistics from 5/16 to 6/30)*

**1,409**



**HRS**

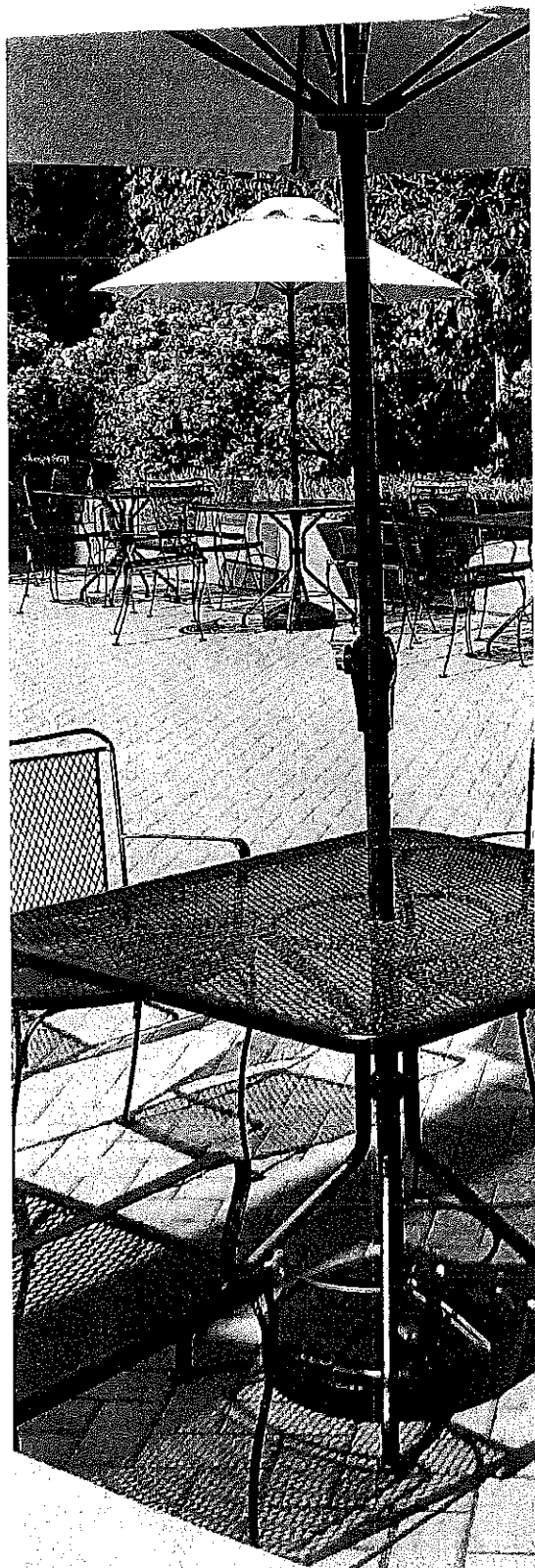


PUBLIC  
IMPROVEMENTS

## EXCHANGE PLACE ALLIANCE



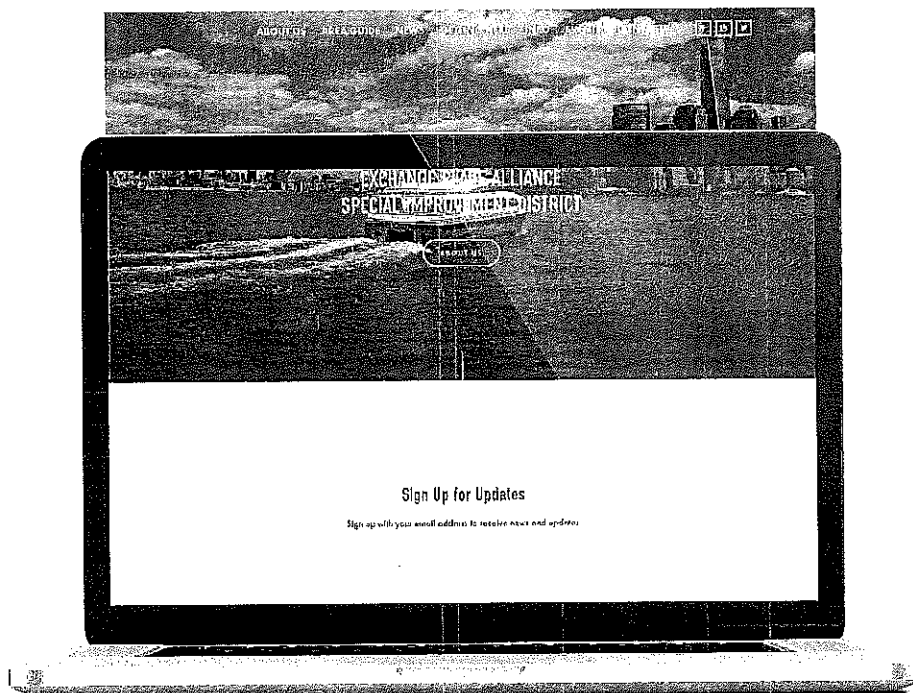
In conjunction with the Clean Team program, the Alliance has taken steps to engage the City of Jersey City and property owners to perform more robust upkeep and maintenance. With the Exchange Place Alliance's partnership and follow-through, the City of Jersey City has carried out **118 REPAIRS** throughout the district, including but not limited to graffiti and sticker removal, bulk trash and fallen sign removal, broken bench replacement, and sidewalk, crosswalk, and curb repairs. In fact, one of the Alliance's first initiatives was to perform a thorough survey of the entire district to create a detailed map that lists various streetscape assets in order to record and track repairs. Part of this process included a count of all **895 TREES** on public property and noting ones that were dead, totaling 50, to be removed by the Jersey City Division of Parks and Forestry. The Alliance also performed night surveys, focusing specifically on streetlight outages, observing nearly 150 out lights throughout the district, and has worked with the City of Jersey City and PSE&G to reach a resolution. The Exchange Place Alliance has also worked to beautify key areas through its landscaping initiative, when in the Fall alone it oversaw the **ENHANCEMENT OF 39 SITES ALONG THE WATERFRONT AND THROUGHOUT THE DISTRICT**. The Fall plantings of mums looked especially beautiful along the Hudson Riverfront Walkway and on J. Owen Grundy Pier. As the Fall quietly transitioned into Winter, the Exchange Place Alliance did not miss a beat, bringing on a seasoned snow and ice removal crew to look after the key pedestrian pathways in Exchange Place Plaza, along the Hudson Riverfront Walkway, and throughout other areas in the district. The Alliance's winter crew was able to remove approximately 50 inches of snow during the 2017-18 season. When the snow (finally) melted away for good and spring was in the air, the Alliance's focus turned to creating site plans for a large place making initiative of 400 outdoor tables and 1,300 chairs, to be set along the waterfront throughout the district. With these tables and chairs come large, colorful umbrellas so these assets can be enjoyed rain or shine.



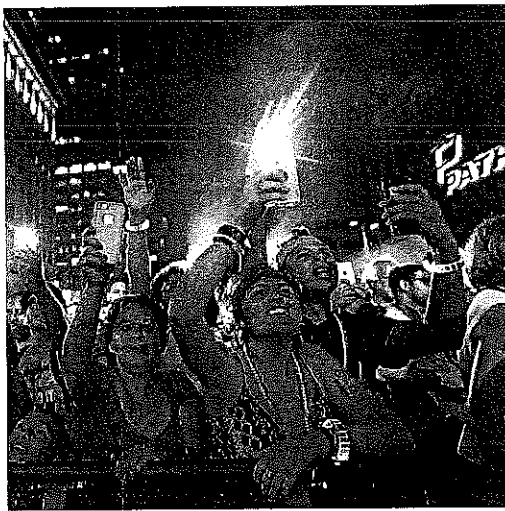
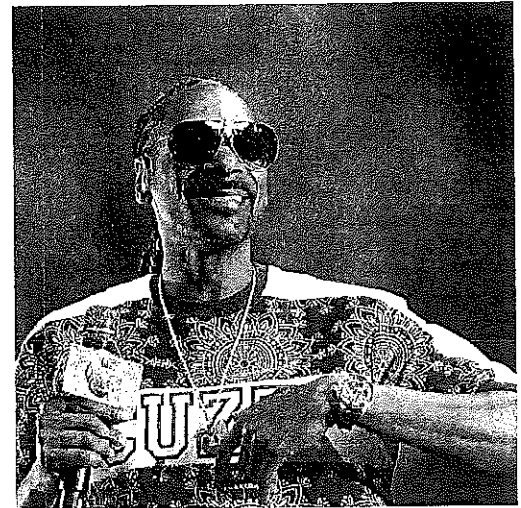
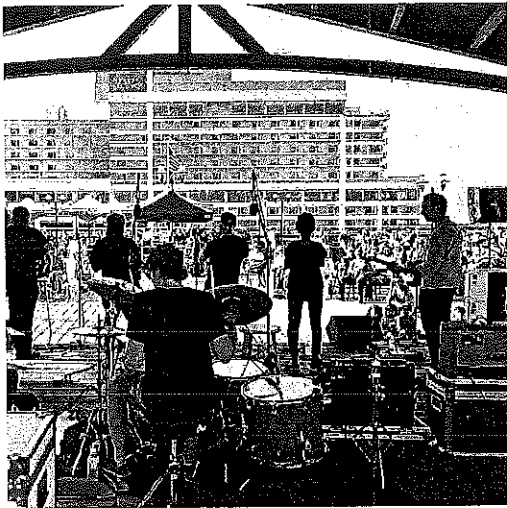
Since its inception, the Alliance has pursued an aggressive communications strategy, establishing an ever-growing presence across digital platforms and face-to-face interactions with residents and businesses within the district. The Alliance has established a social media following of nearly 1,800 followers across three platforms and has designed and implemented a monthly newsletter with over 300 subscribers, including commercial and residential property managers who pass along content to their tenants. The Alliance's website, ExchangePlaceAlliance.com, was also launched and has had upwards of 3,334 distinct visits. On the backend, the Exchange Place Alliance compiled a database of district tenants, property managers, owners, and other stakeholders with whom to carryout communication, and has met with over 40 property owners and managers to hear concerns and spread awareness about its mission and work. The Alliance has also tracked and maintained business listings, openings, and closings, and built out an interactive area guide on its website, featuring ground floor and consumer entities. *(Statistics as of June 30th, 2018)*



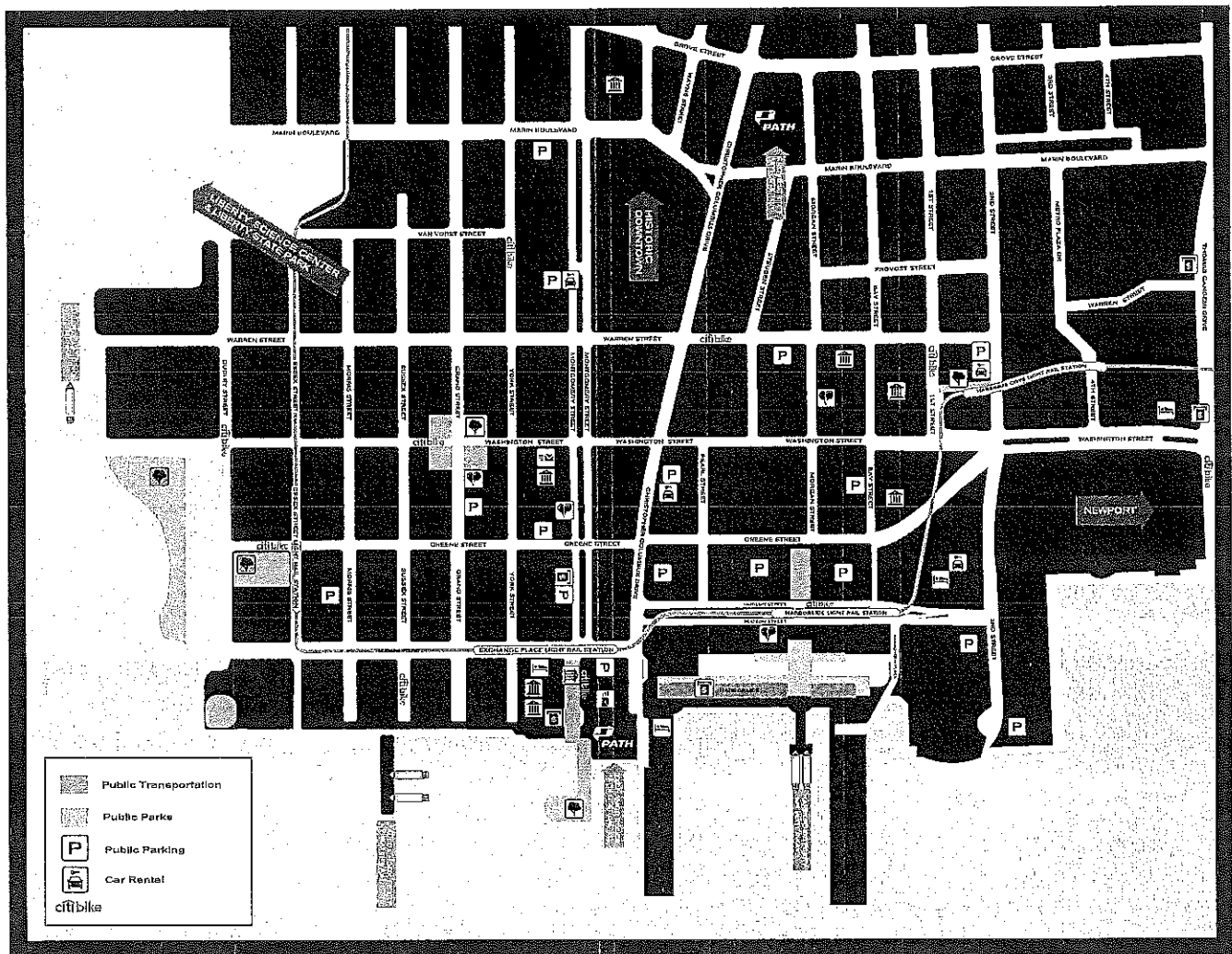
EXCHANGE  
PLACE  
ALLIANCE



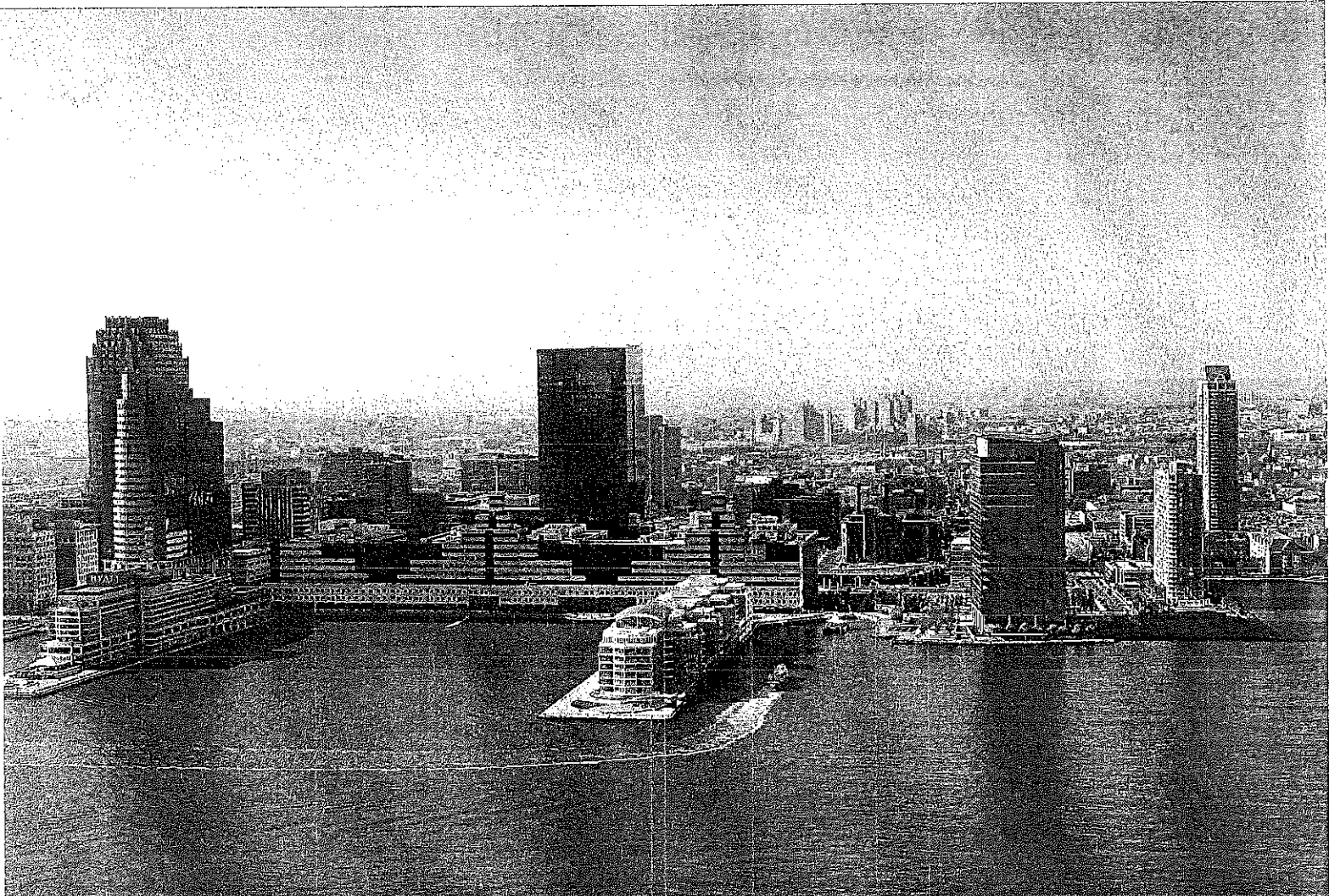
## PROGRAMMING & EVENTS



Supporting community growth and activation through the planning, promotion, and execution of events and other types of programs is another key aspect to the Alliance's work. In the Fall, the Exchange Place Alliance planned and executed a three-day family friendly event that was attended by over 3,500 people. Highlights of this event were a large hay maze, a pumpkin patch, food trucks, and various forms of live entertainment. During the holiday season, the Alliance placed lighting and seasonal décor throughout the district to usher in the festive time of year. In the springtime, the Exchange Place Alliance coordinated a hefty spring cleaning with the 3rd Annual Great Jersey City Cleanup in partnership with the City of Jersey City, Keep Jersey City Beautiful, and the Powerhouse Arts District Neighborhood Association (PADNA). In May the Alliance was excited to coordinate Jersey City's first-ever Bike to Work Week, which featured various activities including a panel discussion focusing on women in cycling, bike tune ups with local shops, and Bike to Work Day with Mayor Fulop. One June 1st the Alliance partnered with the Riverview Jazz Organization to coordinate the 6th Annual Riverview Jazz Festival Kick-Off at Exchange Place. This is the first year that the kickoff was held on the waterfront, attracting over 3,000 patrons. On June 8th, the Alliance partnered with the Downtown Community Church for their signature volunteer event, Go Jersey. A team of 10 volunteers planted flowers on Grundy Pier and around Exchange Place Plaza. Additionally, the Exchange Place Alliance provided support to preexisting events in our district like the Freedom & Fireworks Festival and the Jersey City Ward Tour.



The Exchange Place Alliance's first year has been packed with data gathering, setting up shop, and getting settled. It has also been a year of tremendous engagement with district stakeholders, the City of Jersey City, and partners in events and district upkeep. The Alliance is pleased to have been able to simultaneously establish itself as a voice for the waterfront community and push tangible results in maintenance and repairs, communication and marketing, and events and community activation. In its second year, the Exchange Place Alliance will continue to focus on honing and refining its systems to achieve more results for the district and will also focus on several large initiatives that will enhance the district's aesthetic, safety, and ability to stay connected. Among these planned projects is the transformation of Exchange Place Plaza to a welcoming and green public use park. Preliminary work has already begun to restrict vehicular traffic in the plaza and establish a more pedestrian friendly zone. Furthermore, the repair and installation of new CCTV cameras along the Hudson Riverfront Walkway will better ensure that the area is watched and protected. Another improvement shortly down the pipeline is the furnishing of new kiosks and updated wayfinding signage so that those within the district can be oriented to all that is happening throughout.



**EXCHANGE  
PLACE  
ALLIANCE**

[ExchangePlaceAlliance.com](http://ExchangePlaceAlliance.com)

 [exchangeplacealliance](https://www.instagram.com/exchangeplacealliance)

 [epasid\\_jc](https://twitter.com/epasid_jc)

 [exchangeplacealliance](https://www.facebook.com/exchangeplacealliance)

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

City Clerk File No. Res. 18-896  
 Agenda No. 10.6  
 Approved: OCT 10 2018  
 TITLE:



**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE CASE OF ROSALIE LAUREANO vs. JERSEY CITY PARKING AUTHORITY, ET AL., DOCKET NO.: HUD-L-721-11.**

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

**WHEREAS**, Rosalie Laureano ("Plaintiff") asserted a claim against the Jersey City Parking Authority ("JCPA") for discrimination and retaliation; and

**WHEREAS**, the claim alleges that the JCPA purportedly discriminated against Plaintiff and retaliated against her; and

**WHEREAS**, JCPA denies the Plaintiff's allegations and denies that it is liable for any claims raised by Plaintiff; and

**WHEREAS**, because of the litigation risk involved and the fact that the settlement is being wholly funded by the JCPA's insurance carrier, the Corporation Counsel has recommended a settlement of \$220,000; and

**WHEREAS**, Plaintiff has agreed to this settlement and has signed all required documents and releases; and

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$220,000, inclusive of all attorneys' fees and costs, to be paid to JCPA's insurance carrier.

SC/vb  
10/02/18

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

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   |     | ✓   |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates 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 settlement of the case of Rosalie Laureano v. Jersey City Parking Authority, et al.,  
Docket No.: HUD-L-727-11

**Initiator**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            |                     |
| Name/Title          | Peter J. Baker | Corporation Counsel |
| Phone/email         | 6545           |                     |

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

**Resolution Purpose**

This settlement resolves an employment discrimination and retaliation case brought against the Jersey City Parking Authority and two former employees by a former JCPA employee, who is also a current Jersey City employee. Based upon the fact that this claim is covered by a JCPA insurance policy, JCPA's insurance carrier is fully funding the settlement and considering the facts of the Claim this settlement is fair and reasonable.

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

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

10/3/18  
**Date**

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

City Clerk File No. Res. 18-897

Agenda No. 10.H

Approved: OCT 10 2018

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF ELLIS NANTON V. LOUIS MECKA .

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

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

**WHEREAS**, Ellis Nanton ("plaintiff") having filed a Civil Action filed in Superior Court of New Jersey bearing Docket No. HUD-L-4877-11 and moved to the United States District Court bearing Civil Action No. 2:11-cv-06132; and

**WHEREAS**, the Complaint alleges that the plaintiffs' civil rights were violated by a member of the Jersey City Police Department; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$50,000.00 because of the litigation risk involved; and

**WHEREAS**, plaintiffs agreed to this settlement and will sign the required release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$50,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$50,000.00 payable to plaintiff.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ indicates 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 SETTLEMENT OF THE SUIT OF ELLIS NANTON V. LOUIS MECKA AND THE JERSEY CITY POLICE DEPARTMENT

**Initiator**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law Department | Law Department      |
| Name/Title          | Peter Baker    | Corporation Counsel |
| Phone/email         | (201) 547-4667 | Pbaker@jcnj.org     |

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

**Resolution Purpose**

To settle the above-referenced lawsuit for \$ 50,000.00. This case involves allegations that A member of the Jersey City Police Department violated plaintiffs' civil rights.

I certify that all the facts presented herein are accurate

  
Signature of Department Director

10/3/18  
Date

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

City Clerk File No. Res. 18-898

Agenda No. 10.1

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING A SECOND EXTENSION OF A LICENSE AGREEMENT WITH JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT BLOCK 15801 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City is the owner of property listed below which lies within the Grand Jersey Redevelopment Area:

| <u>BLOCK</u> | <u>LOT</u> | <u>ADDRESS</u>                |
|--------------|------------|-------------------------------|
| 15801        | 70         | 317 Skimmer Memorial Drive    |
| 15801        | 73         | Hudson River and New York Bay |
| 15801        | 77         | Jersey Avenue Ins.            |
| 15801        | 78         | 41 Aetna Street               |
| 15801        | 34         | Johnston Avenue               |
| 15801        | 37         | 452 Zapp Drive                |

**WHEREAS**, the Property is vacant land; and

**WHEREAS**, the Jersey City Redevelopment Agency is desirous of performing environmental testing and other inspections of the site as well as removal of contaminates soils to support future development; and

**WHEREAS**, Resolution No. 06-877, approved on October 26, 2006 authorized a License Agreement with the Jersey City Redevelopment Agency which has expired; and

**WHEREAS**, Resolution No. 13-624, approved on September 11, 2013 authorized an extension to the License Agreement, which has since expired; and

**WHEREAS**, it is necessary to further extend the License Agreement for an additional five years to expire September 1, 2018

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the License Agreement with the Jersey City Redevelopment Agency is again extended for an additional five years, effective September 1, 2018, with an expiration date of September 1, 2023.

*JMcK  
10/2/18*

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 A SECOND EXTENSION OF A LICENSE AGREEMENT WITH JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT BLOCK 15801 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**

**Initiator**

|                     |                         |                        |
|---------------------|-------------------------|------------------------|
| Department/Division | Business Administration |                        |
| Name/Title          | Brian Platt             | Business Administrator |
| Phone/email         | (201) 547-4513          | BPlatt@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 shall extend the term of an access agreement between the City and the JCRA for five (5) years to allow for the remediation of City owned property located within the Grand Jersey Redevelopment Area.

I certify that all the facts presented herein are accurate.

MB  
Signature of Department Director

10/2/19  
Date

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

City Clerk File No. Res. 18-899

Agenda No. 10.J

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) TO IMPROVE AND PROVIDE SERVICES WITH RESPECT TO PROPERTY LOCATED WITHIN THE JACKSON HILL REDEVELOPMENT PLAN AREA**

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

**WHEREAS**, the Jersey City Redevelopment Agency [JCRA] is the owner of certain property known as Block 22502, Lots 36 and 37, more commonly known by the street address of 347-349 and 351-355 Martin Luther King Drive within the Jackson Hill Redevelopment Area and subject to the Redevelopment Plan [Property]; and

**WHEREAS**, it is necessary and in the best interests of the City of Jersey City to improve the Property; and

**WHEREAS**, the City of Jersey City [City] and the JCRA wish to work collaboratively in order to improve the Property so that it may be used for pop-up markets and other activities for the benefit of the residents of the Redevelopment Area and the City as a whole; and

**WHEREAS**, in order to provide these services, it is necessary for the City and the JCRA to enter into a cooperation agreement; and

**WHEREAS**, the City and the JCRA wish to enter into a cooperation agreement [Cooperation Agreement] in order to set forth the respective roles and responsibilities of the parties with respect to this collaborative effort; and

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorizes such agreements as well as cooperation between a municipality and its redevelopment agency.

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

(a) A Cooperation Agreement with the Jersey City Redevelopment Agency, which shall be in substantially in the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

DHJ/ha  
9/21/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates 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

**COOPERATION AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 2018, between the **CITY OF JERSEY CITY [CITY]**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the **JERSEY CITY REDEVELOPMENT AGENCY, [JCRA]**, a public corporation of the State of New Jersey, with offices at 66 York Street, Jersey City, NJ 07302.

**RECITALS**

**WHEREAS**, the City wants the JCRA to fully implement the Jackson Hill Redevelopment Plan Area; and

**WHEREAS**, the JCRA is the owner of certain property known as Block 22502, Lots 36 and 37, more commonly known by the street address of 347-349 and 351-355 Martin Luther King Drive within the Jackson Hill Redevelopment Area and subject to the Redevelopment Plan [Property]; and

**WHEREAS**, the City of Jersey City [City] and the JCRA wish to work collaboratively in order to improve the Property so that it may be used for pop-up markets and other activities for the benefit of the residents of the Redevelopment Area and the City as a whole; and

**WHEREAS**, the City and the JCRA wish to enter into this Cooperation Agreement in order to set forth the respective roles and responsibilities of the parties with respect to this collaborative effort.

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

**ARTICLE I**  
**PURPOSE OF AGREEMENT / SERVICES**

The purpose of this Agreement is to enable the City and the JCRA to to improve the Property so that it may be used for pop-up markets and other activities for the benefit

of the residents of the Redevelopment Area and the City as a whole and to otherwise implement the purposes of the Jackson Hill Redevelopment Plan.

## **ARTICLE II**

1. The Agency shall provide the City with access to the Property to enable the City to perform its services hereunder.

2. The City and JCRA may modify the City's scope of services from time to time, as necessary to effectuate the purpose of the Agreement as stated above. Such modifications must be approved in writing by the Business Administrator and Executive Director of the JCRA.

3. At the request of the City, the JCRA shall cooperate with and, if appropriate, coordinate its activities with such other agencies that the City may designate from time to time.

## **ARTICLE III** **TERM OF AGREEMENT**

The term of this Agreement shall be one (1) year commencing on the date hereof, subject to one additional year renewal. The renewals shall be automatic, unless the Agreement is terminated by either party as provided below.

## **ARTICLE IV** **COMPENSATION AND PAYMENT**

The City shall provide these services to the JCRA for no consideration. However, the JCRA agrees to reimburse the City up to \$0.

## **ARTICLE V** **CONTRACTUAL RELATIONSHIP**

1. In performing the services under this Agreement, the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the JCRA.

2. The City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional planning practices and standards.



**ARTICLE VI**  
**CHOICE OF LAW**

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

**ARTICLE VII**  
**NOTICES**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if hand delivered or mailed by certified mail, return receipt requested to:

1. City of Jersey City: A) Business Administrator, City Hall, 280 Grove Street, Jersey City, NJ 07302; B) Director of HEDC, 30 Montgomery Street, Jersey City, NJ 07302.

2. Jersey City Redevelopment Agency, Executive Director, 30 Montgomery Street, Jersey City, NJ 07302.

**ARTICLE VIII**  
**TERMINATION**

This Agreement shall become effective on the date appearing above and shall continue thereafter until terminated in whole or in part, at any time for any or no reason by either party upon thirty (30) days written notice to the other.

**ARTICLE IX**  
**REPORTS**

Upon demand the City agrees to provide the JCRA with any reports, memoranda or other documents prepared or purchased by the City in connection with the provision of services rendered hereunder. In addition, the City will provide the JCRA with periodic status reports or accounting upon demand by the JCRA.

**ARTICLE X**  
**INSURANCE**

In the event the City enters into a contract with a third party in order to render services to the JCRA hereunder, the City shall require the third party to provide the JCRA with the same type and amount of insurance as the City requires the third party to provide to the City.

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

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brian D. Platt**  
**Business Administrator**

**WITNESS**

**JERSEY CITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
**Diana H. Jeffrey**  
**Executive Director**

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

City Clerk File No. Res. 18-900

Agenda No. 10-K

Approved: OCT 10 2018

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 517 COMMUNIPAW AVENUE A/K/A BLOCK 18702, LOT 14 F/K/A BLOCK 1941, LOT 57

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

**WHEREAS**, on June 2, 2005 the City provided \$300,000 in HOME funds to Lincoln Center Community Development, Inc. (Owner) to rehabilitate six residential units for low to moderate income persons on property known as 517 Communipaw Avenue, a/k/a Block 29601, Lot 39, f/k/a Block 1376, Lot 42.L (Property); and

**WHEREAS**, the City secured the HOME funds by executing a mortgage note and deed restrictions and a HOME Subgrantee Agreement, which were recorded with the Hudson County Register's Office; and

**WHEREAS**, on February 7, 2011 the City executed a Mortgage Modification Agreement whereby the mortgage amount was adjusted to \$464,366; and

**WHEREAS**, on February 29, 2011 the Mortgage Modification Agreement was recorded in Book 658, Page 680; and

**WHEREAS**, the documents executed by the Owner's predecessor in title together provided that the six units would remain subject to affordable housing restrictions as defined by the HOME Subgrantee Agreement for 20 years from the date of issuance of a Certificate of Occupancy, namely, until April 1, 2029; and

**WHEREAS**, on December 28, 2016 Bellagio Property Management, LLC acquired the Property through a Sheriff's Deed of Foreclosure; and

**WHEREAS**, after Bellagio Management acquired the Property they created 517 Communipaw Jersey City, LLC to develop the Property; and

**WHEREAS**, 517 Communipaw received a private mortgage in the amount of \$400,000 to assist in developing the Property; and

**WHEREAS**, the Property eventually was subject to a foreclosure action; and

**WHEREAS**, during the foreclosure action the court entered a Consent Order, which provided that the affordability restrictions in the City's HOME Subgrantee Agreement would remain on the property despite the entry of a Final Judgment of Foreclosure; and

**WHEREAS**, on November 13, 2017, the City executed an Assignment and Assumption Agreement with 517 Communipaw Jersey City, LLC wherein the LLC agreed to assume the terms and conditions under the City's HOME Subgrantee Agreement against the Property; and

**WHEREAS**, in order to pay off the private mortgage, 517 Communipaw Jersey City, LLC received a loan of \$560,000.00 from Boiling Springs Savings Bank; and

**WHEREAS**, the Bank requires the City to subordinate its Mortgage as a condition to its loan to 517 Communipaw Jersey City, LLC; and

**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 517 COMMUNIPAW AVENUE A/K/A BLOCK 18702, LOT 14 F/K/A BLOCK 1941, LOT 57**

**WHEREAS**, the Property recently appraised for \$1,000,000.00; and

**WHEREAS**, the Division has reviewed the appraisal report and determined that the value of the Property (\$1,000,000) is sufficient to cover the outstanding mortgage debt against the Property and has further reviewed the title commitment and determined that there are no other judgments or liens affecting the Property.


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

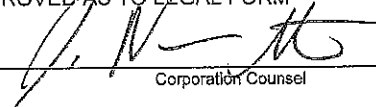
1. The Mayor or Business Administrator is authorized to execute a mortgage subordination agreement in a form to be approved by the Corporation Counsel, subordinating the balance of the City's Mortgage, affecting 517 Communipaw Avenue, a/k/a Block 18702 Lot 14, f/k/a Block 1941 Lot 57 to the interests of a new First Mortgage with Boiling Springs Savings Bank in an amount not to exceed \$560,000.00, subject to the receipt of a clear title report through the date of closing.

*JL/mma*  
 10/03.18

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

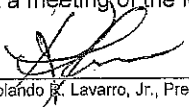
APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 \_\_\_\_\_  
 Rolando J. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 517 COMMUNIPAW AVENUE AKA BLOCK 18702, LOT 14 F/K/A BLOCK 1941, LOT 57

**Initiator**

|                     |                 |                       |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC            | Community Development |
| Name/Title          | Rodney Hairston | Real Estate Officer   |
| Phone/email         | 201-547-4793    | Rhairston@jcnj.org    |

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

**Resolution Purpose**

Council authorization to approve subordination request of City's mortgage on 517 Communipaw Avenue to a first mortgage with Boiling Springs Savings Bank.

I certify that all the facts presented herein are accurate.

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

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

City Clerk File No. Res. 18-901

Agenda No. 10.L

Approved: OCT 10 2018

TITLE:



## Resolution in Support of Electric Vehicles

COUNCIL offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City is committed to fostering increased adoption of electric vehicles and needed infrastructure in order to reduce global warming pollution and improve air quality in the municipality, the state, and nationally; and

**WHEREAS**, increased adoption of electric vehicles and the charging infrastructure to support them is an effective way to reduce climate-heating greenhouse gas emissions and improve air quality; and Jersey City already suffers a high rate of childhood asthma as well as other communities in Hudson County and the state suffers an average of 91 unhealthy days to breathe according to Environment New Jersey Research & Policy Center's July 2018 report, Trouble in the Air; and

**WHEREAS**, electric vehicles may bring economic benefits, such as reduced electricity costs to residents; and

**WHEREAS**, Jersey City is among New Jersey's leading municipalities in fostering sustainability, and is committed to ensuring a healthy environment for present and future citizens; and

**WHEREAS**, the City of Jersey City endorses goals and policy actions designed to:

- Expand public charging infrastructure; and
- Foster greater affordability of EVs to increase adoption; and
- Ensure sufficient private charging infrastructure; and
- Ensure electrification solutions to reach all communities equitably; and
- Ensure long term funding for the transportation trust fund; and
- Build consumer awareness; and
- Support market development efforts.

**WHEREAS**, electrifying the state's transportation system is one of the top priorities stated in the Jan. 1, 2018 recommendations of New Jersey Governor Phil Murphy's Environment and Energy Transition Advisory Committee; and

**WHEREAS**, the widespread adoption of Electric Vehicles (EVs) will bring significant economic benefit, including lower electricity rates by recreating a more resilient and responsive electric grid and reduced vehicle operating costs, and substantial emission reductions that result in cleaner air for everyone.

**NOW THEREFORE BE IT RESOLVED** that the Council of the City of Jersey City, County of Hudson, State of New Jersey, supports the implementation of New Jersey's Clean Car standards, the ability of states that adopt Clean Car standards to have stronger safeguards to protect the health of New Jerseyans above and beyond federal standards, and in opposition to efforts at the federal level by the current administration or Congress to weaken these standards or usurp local control to protect the state's residents from air pollution from the transportation sector; and

**THEREFORE**, the passage of this resolution by the City of Jersey City should be considered as an official public comment by this body to be entered into the federal docket of the EPA's review of their regulatory rollback of the Clean Cars rule; and

TITLE:

**Resolution in Support of Electric Vehicles**

**THEREFORE**, the City of Jersey City officially supports the applications to the NJDEP for using the Volkswagen Settlement to fund the Jersey City & CCMT proposal for Jersey City Battery Electric Garbage Truck Project that would replace 5 diesel garbage trucks with EV garbage trucks in 2 phases by allocating more than \$2 million as well as the proposal by the New Jersey City University to establish an electric shuttle bus, battery and charging station with an allocation of \$500,000.

10/04/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**Municipal Resolution in Support of Electric Vehicles**

**Initiator**

|                     |                              |                                      |
|---------------------|------------------------------|--------------------------------------|
| Department/Division | Business Administration      |                                      |
| Name/Title          | Brian Platt<br>James Solomon | Business Administrator<br>Councilman |
| Phone/email         | 201-547-4513<br>201-547-5315 | BPlatt@jcnj.org<br>JSolomon@jcnj.org |

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

**Resolution Purpose**

The purpose of this resolution is to support and adopt electric vehicles and the needed infrastructure in order to reduce global warming pollution and improve air quality in the municipality, the state, and nationally.

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

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

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



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

City Clerk File No. Res. 18-902

Agenda No. 10.M

Approved: OCT 10 2018

TITLE:



## A RESOLUTION CELEBRATING VIRGINA ROZZI ON HER 100<sup>TH</sup> BIRTHDAY

**WHEREAS, Virginia Rozzi** was born on October 1<sup>st</sup>, 1918 in Philadelphia, Pennsylvania to Salvatore and Theresa Fontana; and,

**WHEREAS,** at the age of 2, **Virginia Rozzi** and her family moved from their home in Pennsylvania to Hoboken New Jersey, settling into life there and becoming dedicated parishioners of St. Ann's Roman Catholic Church; and

**WHEREAS,** in 1941, her life changed when she met a barber, Marshall Rozzi, and fell in love. They married on February 23<sup>rd</sup> 1941 and together had 3 wonderful sons, Salvatore a salesman for Benjamin Moore Paint, Marshall who works for United Health Care and Charles who worked at CBS for 19 years; and

**WHEREAS, Virginia Rozzi** and her husband moved to Jersey City in 1981 choosing the 9<sup>th</sup> floor of the new Muhlenberg Gardens. She and her husband were able to enjoy their view of New York City together until Marshall Rozzi passed away in 1984; and,

**WHEREAS, Virginia Rozzi** still enjoys cooking for her friends and her family from her extensive collection of recipes and can be found every Thursday trying her luck at Bingo with her friends at the Joseph Connors Senior Center; and,

**WHEREAS, Virginia Rozzi** is so very proud of her sons and daughters in law, her grandchildren, Salvatore who works in Jersey city for the Hudson County Prosecutors Office, Christopher and Kate, and her great grandchildren Olivia and Melanie and is very grateful to her whole family for their unending love and assistance in her daily life;

**NOW, THEREFORE, BE IT RESOLVED** by the Jersey City Municipal Council that **Virginia Rozzi** is hereby recognized and honored on the occasion of her 100<sup>th</sup> birthday and wished happiness on this her special day and for many more to come.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-903  
 Agenda No. 10.N  
 Approved: OCT 10 2018  
 TITLE:



## CELEBRATING THE LIFE OF JEREMIAH TARON GRANT ON THE ANNIVERSARY OF HIS BIRTHDAY

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

**WHEREAS, Jeremiah Taron Grant**, also known as *Prince Bee Grant* was born at the Jersey City Medical Center in Jersey City, New Jersey on October 12<sup>th</sup>, 2009 to his loving parents, Kimberly Prince and Kevin Taron Grant; and,

**WHEREAS, Jeremiah Taron Grant** was very popular throughout the Jersey City School System excelling in math, his favorite subject and assisting his mother as she trained children at various schools and programs throughout Jersey City and Hoboken in Double Dutch; and

**WHEREAS, Jeremiah Taron Grant**, was the youngest member of Jersey City's H.O.N.E.Y Bees, a nationally recognized Double Dutch team and dominated the sport becoming undefeated worldwide in the Unattached Division. His talents were so impressive that The American Double Dutch League named the first place Unattached Award, "The Prince Bee Award" in memory of "**Prince Bee**" Grant; and

**WHEREAS**, in 2017, The American Double Dutch League allowed **Jeremiah** and his team, Team Spirit, to compete in The World Championship in Sumter, South Carolina. Team Spirit, with Jeremiah's talent and speed became the first World Champions in the age group K-2<sup>nd</sup> grade; and

**WHEREAS, Jeremiah** and Team Spirit's extraordinary accomplishments caught the attention of the Tonight Show with Jimmy Fallon. In August of 2017, Jeremiah and some of his teammates made their network debut showing off their floor trick moves in and out of the ropes; and

**WHEREAS**, in his short life, **Jeremiah** was a pillar in his community. **Jeremiah** was always giving back, volunteering his time and talents empowering the young and old and teaching everyone to believe that you can do anything that you put your mind to;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby remember and celebrate the life of **Jeremiah Taron Grant** in the hope that his family can take comfort in the memories of his time on this earth.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-904

Agenda No. 10.0

Approved: OCT 10 2018

TITLE: **HONORING TAU GAMMA PHI ON THE OCCASION OF THE 50<sup>TH</sup> ANNIVERSARY OF THEIR FOUNDING**



**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, On the 4<sup>th</sup> of October 1968 at the University of The Philippines, 4 young students Messrs. Talek Pablo, Roy Ordinario, Tito Venida, and Rod Confessor decided to act on an idea they had been discussing for months, to set up a fraternity that would reflect the best human values and express them through their dedication to the basic principles of mutual respect, love of community, family and county, excellence in their chosen professions and a commitment to the Organization; and

**WHEREAS**, The synthesis of these core values is reflected in the TRISKELION TENETS and CODES OF CONDUCT. After enduring rigorous initiation rites, Tau Gamma Phi Brothers and Sister will live by these guiding principles for the rest of their lives; and

**WHEREAS**, The 70's was a decade fraught in revolt and dissent. The declaration of Martial Law in the Philippines led to the suppression of basic human liberties and rights that resulted in massive student-led dissent and protests in the streets. The **TAU GAMMA PHI** Fraternity was pivotal in the student protest movement that eventually, led to the downfall of the tyrannical dictatorship in 1986 with some Triskelion Brothers paying the ultimate price in that fight and whose remains are yet to be found; and

**WHEREAS**, In the 80's and 90's many of the Brothers and Sisters of **TAU GAMMA PHI** graduated and as practicing professionals entered various jobs in the government and private sector. Some however migrated to the United States, settling in the East and West Coasts. They began new careers here as engineers, lawyers, doctors and nurses, medical technicians, therapists, chefs and performing artists; and

**WHEREAS**, Many Brothers and Sisters of **TAU GAMMA PHI** are pillars in their communities. They are ministers of their respective churches, presidents of their neighborhood organizations and they continue to fulfill their promise to their Fraternity, to serve others with mutual respect.

**NOW, THEREFORE, BE IT BE RESOLVED** that the Members of the Jersey City Municipal Council wish to congratulate **Tau Gamma Phi** on the 50th anniversary of their founding and wish them all the best for another successful 50 years in service to their communities.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-905

Agenda No. 10.P

Approved: OCT 10 2018

TITLE:



## RECOGNIZING AND THANKING VALERIE PICCARILLO FOR HER SERVICE TO THE CITY OF JERSEY CITY ON THE OCCASION OF HER RETIREMENT

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, Valerie Piccarillo was born in Jersey City, NJ to Dorothy and William Bromirski; and,

**WHEREAS**, Valerie Piccarillo attended grammar school at Our Lady of Czestochowa, went to Saint Dominic Academy for high school, and Seton Hall University for college; and

**WHEREAS**, Valerie Piccarillo is married to Salvatore Piccarillo, and they have been together for nearly two decades; and,

**WHEREAS**, in 1984, Valerie Piccarillo began her career with the City of Jersey City as a clerk in the Planning Division in the Department of Housing, Economic Development, and Commerce; and,

**WHEREAS**, in 1986, Valerie Piccarillo transferred to the Jersey City Department of Health and Human Services, where she worked as a clerk, Field Representative for the Disease Control Division, a Senior Field Representative, and a Supervising Field Representative; and,

**WHEREAS**, for Valerie Piccarillo, the best parts of her 32 year career with the Department of Health and Human Services were her ability to work in the community to help investigate and prevent communicable diseases, in coordination with state and local doctors and public health professionals; and,

**WHEREAS**, after 34 years of dedicated service to the City of Jersey City, Valerie Piccarillo announced that she will be retiring effective June 1, 2018, to enjoy traveling the country, especially to Disney World, and to spend time with her family;

**NOW THEREFORE BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby recognize and thank Valerie Piccarillo for her many years of dedicated service to the City of Jersey City, and wish her a long and happy retirement.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-906  
 Agenda No. 10.Q  
 Approved: OCT 10 2018  
 TITLE:



## A RESOLUTION RECOGNIZING FILIPINO AMERICAN HISTORY MONTH

**COUNCIL AS A WHOLE** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, The Filipino American community is to be recognized as an integral part of the multi-ethnic, cultural and economic fabric of the City of Jersey City. Leaders of the Filipino American community collaborate in the celebration of Filipino American History Month; and

**WHEREAS**, the earliest documented proof of Filipino presence in the Continental United States falls on October 1587. The Filipino American History Month is celebrated in the United States during the month of October. The Filipino American National Historical Society first established Filipino American History Month in the year 1988; and

**WHEREAS**, in October 2009, the Senate of the 111th Congress passed a resolution recognizing Filipino American History Month. In November 2009, Congress passed the resolution officially recognizing October as Filipino American History Month; and

**WHEREAS**, a new Filipino American community was formed by immigrant pioneers from the Philippines who migrated to the United States in the late 1960's & early 1970's establishing residency in Jersey City, NJ. Since that era, Jersey City is now the home of 3 generations of Filipino Americans; and

**WHEREAS**, The occasion is commemorated with city-wide activities in Jersey City, NJ including: Opening Ceremonies at 5 Corners Branch Library, a traditional Filipino mass at St. Mary's Church, Filipino themed painting workshop at PACCAL Neighborhood Center, a student declamation contest to recite poems of Dr. Jose P. Rizal, the Philippine national hero and Closing Ceremonies with a cultural program and awards ceremony; and

**WHEREAS**, the Knights of Rizal NJ-Chapter Inc., Ladies for Rizal NJ-Chapter, Pan-American Concerned Citizens Action League, Inc. (PACCAL) and JCI Philippine American New Jersey are hereby recognized for sponsoring and organizing the October 2018 celebration of Filipino American History Month in Jersey City, NJ. These Filipino American community-based organizations are duly commended for their educational initiative of preserving Philippine culture and history;

**NOW, THEREFORE, BE IT BE RESOLVED** by the Members of the Jersey City Municipal Council that the month of October in the year 2018, is hereby recognized as Filipino American History Month in the City of Jersey City.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-907  
 Agenda No. 10.R  
 Approved: OCT 10 2018  
 TITLE:



**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO UPDATE THE LAND USE ELEMENT OF THE MASTER PLAN OF THE CITY OF JERSEY CITY**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, there is a need to update the City of Jersey City's (the "City") Land Use Element of the Master Plan as the most current one was adopted in 2015; and

**WHEREAS**, the Master Plan Land Use Element would effectively become a tool the City and its Council can use to establish a framework for future land use planning, objectives and decision-making in the City; and

**WHEREAS**, the Master Plan Land Use Element will provide a long-range approach to future development in the City by showing the existing location and extent of development to direct the extent and intensity of development related to residential, commercial, industrial, recreational, open space, educational and other public and private purposes or combination of purposes; and

**WHEREAS**, the City is seeking a qualified consultant to draft the above mentioned polices and plans; and

**WHEREAS**, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals (RFP) document that the City will publicly advertise; 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

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the use of competitive contracting pursuant to N.J.S.A 40A:11-4.1(m) is authorized for the procurement of a consultant to update the Land Use Element of the Master Plan of the City of Jersey City.

Tanya Marione, AICP, PP  
 Director, Division of City Planning

APPROVED: James M. Madolen  
 APPROVED: H/L  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

JMcK  
 10/2/18

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10 10 18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates 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

**ORDINANCE/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/ordinance.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO UPDATE THE LAND USE ELEMENT OF THE MASTER PLAN OF THE CITY OF JERSEY CITY.**

**Initiator**

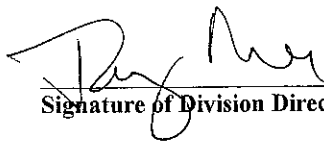
|                     |   |   |
|---------------------|---|---|
| Department/Division | HEDC/Planning                           |   |
| Name/Title          | Annisia Cialone, AICP, PP/HEDC Director | Tanya Marione, AICP, PP/Planning Director |
| Phone/email         | acialone@jcnj.org                       | 201-547-5010/tanyam@jcnj.org              |

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

**Purpose**

This resolution will authorize the use of competitive contracting pursuant to N.J.S.A 40A: 11-4.1(m) for consulting services to update the Land Use Element of the Master Plan of the City of Jersey City.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Division Director

10/1/18  
Date

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

Oct 1, 2018  
Date

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

City Clerk File No. Res. 18-908

Agenda No. 10.5

Approved: OCT 10 2018

TITLE:



## RESOLUTION AWARDING A CONTRACT TO LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC., TO PROVIDE ON-LINE LEGAL RESEARCH SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

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

**WHEREAS**, Lexis-Nexis, a Division of Reed Elsevier, Inc., 9443 Springboro Pike, Miamisburg, Ohio 45342, provides on-line legal research services necessary for the operation of a law library; and

**WHEREAS**, the purchase of materials and services for a law library are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(q); and

**WHEREAS**, the Corporation Counsel desires to use Lexis-Nexis to provide on-line legal research services for the Jersey City Law Department; and

**WHEREAS**, Lexis-Nexis agrees to provide on-line legal research services for a period of three (3) years commencing on November 1, 2018 and ending October 31, 2021. The rates shall be \$48,000 for Year 1; \$49,200 for Year 2; and \$50,400 for Year 3 for a total contract amount not to exceed \$147,600; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

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

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

**WHEREAS**, funds in the amount of \$53,400 are available in Account No.: 18-01-201-20-155-314; and



TITLE:

**RESOLUTION AWARDING A CONTRACT TO LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC., TO PROVIDE ON-LINE LEGAL RESEARCH SERVICES FOR THE JERSEY CITY LAW DEPARTMENT**

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

1. A contract in the amount of \$147,600 for a term of three (3) years to provide on-line legal research services for the Jersey City Law Department is awarded to Lexis-Nexis, a Division of Reed Elsevier, Inc.;
2. This contract award is made without public bidding pursuant to N.J.S.A. 40A:11-5(1)(q);
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form of the attached;
4. Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
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 hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-314 for payment of this resolution. PO# 130683

*Jack*  
*10/12/18*

*Donna Mauer*  
\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

APPROVED: *He*  
\_\_\_\_\_  
Business Administrator

*J. M. [Signature]*  
\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Rolando R. Lavarro, Jr.*  
\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AWARDING A CONTRACT TO LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC., TO PROVIDE ON-LINE LEGAL RESEARCH SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

**Project Manager**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          | Law                 |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | PBaker@jcnj.org     |

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

**Contract Purpose**

The City is awarding a contract with Lexis-Nexis for on-line research.

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

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

City Funds  
18-01-201-20-155-314

One Year

**Type of award**

Direct/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

10/2/18



|  |
|--|
| <b>"Subscriber" Name:</b> City of Jersey City    |
| <b>Account Number:</b> 1000LLF8                  |
| <b>"LN":</b> LexisNexis, a division of RELX Inc. |

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**2. Certification**

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

|   |           |
|---|-----------|
| <b>Number of Government Professional Users:</b> | <b>40</b> |
|---|-----------|

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis Advance Product and Charges**

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

| Lexis Advance Content & Features           |            |                 |
|--|------------|-----------------|
| Product                                    | SKU Number | Number of Users |
| National Primary Enhanced                  | 1011511    | 40              |
| Trial Court Orders - National              | 1512258    | 40              |
| Core Public Records with Smartlinx Person, | 1004801    | 40              |

|  |         |    |
|--|---------|----|
| Business and Location Reports  |         |    |
| NJ CLE Library   | 1012235 | 40 |
| All Briefs, Pleadings & Motions  | 1010612 | 40 |
| NJ Practice Library  | 1010860 | 40 |
| All LexisNexis Forms   | 1011954 | 40 |
| Medical References   | 1011842 | 40 |
| <input checked="" type="checkbox"/> See attached Rider No. 1 for additional Content & Features |         |    |

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

| Committed Term       | Monthly Commitment |
|----------------------|--------------------|
| 11/1/2018-10/31/2019 | 4,000              |
| 11/1/2019-10/31/2020 | 4,100              |
| 11/1/2020-10/31/2021 | 4,200              |
|                      |                    |
|                      |                    |
|                      |                    |

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

\_\_\_\_\_  
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 10/31/2018.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

**7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

|   |
|---|
| <b>Subscriber:</b> City of Jersey City  |
| [MUST BE COMPLETED BY SUBSCRIBER]       |
| <b>Authorized Subscriber Signature:</b> |
| <b>Printed Name:</b> _____              |
| <b>Job Title:</b> _____                 |
| <b>Date:</b> _____                      |

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

|                              |
|------------------------------|
| <b>Authorized Signature:</b> |
| <b>Name:</b> _____           |
| <b>Job Title:</b> _____      |
| <b>Date:</b> _____           |



|   |                        |
|---|------------------------|
| Subscriber Name:  | City of Jersey City    |
| Subscriber Participating Billgroup(s)<br>or Account Number: | 10000LLF8              |
| Date of Agreement/Amendment:                                | 11/1/2018 - 10/31/2021 |

|      | PRODUCT/PREFERRED PRICING MATERIALS      | SKU/MENU NUMBER | NUMBER OF USERS |
|------|--|-----------------|-----------------|
| (11) | City Attorney Premium Library            | 1011966         | 40              |
| (12) | Law360 Tax Authority / IRS:Watch         | 1522319         | 40              |
| (13) | Tax News Archives                        | 1522812         | 40              |
| (14) | NJ Legislative Bill History              | 1011288         | 40              |
| (15) | NJ Jury Instructions                     | 1011459         | 40              |
| (16) | Verdict & Settlements National           | 1010609         | 40              |
| (17) | Analytical Materials Library             | 1011955         | 40              |
| (18) | ALM News, Magazines, Newsletters & Blogs | 1010020         | 40              |
| (19) |  |                 | 0               |
| (20) |  |                 | 0               |
| (21) |  |                 | 0               |
| (22) |  |                 | 0               |
| (23) |  |                 | 0               |
| (24) |  |                 | 0               |
| (25) |  |                 | 0               |

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Micah Asch, Proposal Manager

Representative's Signature: *Micah Asch*

Name of Company: LexisNexis, a division of RELX Inc.

Tel. No.: 800-227-9597

Date: 7/26/18



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

**Part I – Vendor Affirmation**

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

|                             |                                 |
|-----------------------------|---------------------------------|
| Steven Fulop for Mayor 2017 | Friends of Chris L. Gadsden     |
| 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 Jermaine D. Robinson |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder                                       | Home Address |
|--|--------------|
| Not applicable. The company is owned 100% by RELX US Holdings Inc. |              |
|  |              |
|  |              |
|  |              |
|  |              |
|  |              |
|  |              |
|  |              |

**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: LexiNexis, a division of RELX Inc.  
 Signed: [Signature] Title: Proposal Manager  
 Print Name: Beth Gardner Date: July 26, 2018

Subscribed and sworn before me this 26 day of July, 2018.  
[Signature]  
 (Affiant)  
 Micah Asch, Proposal Manager  
 My Commission expires: MICAH S ASCH, Notary Public  
 In and for the State of Ohio  
 My Commission Expires Nov. 2, 2020  
 (Print name & title of affiant) (Corporate Seal)



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

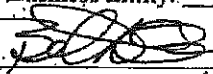
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that LexisNexis, a division of RELX Inc. (name of business entity) has not made any reportable contributions in the **\*\*one-year period** preceding July 26, 2018 (~~date City Council awards contract~~) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract LexisNexis, a division of RELX Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

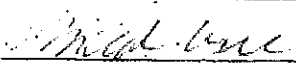
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

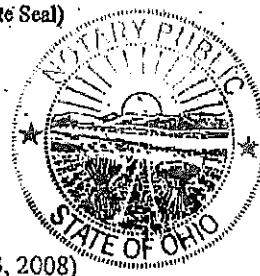
Name of Business Entity: LexisNexis, a division of RELX Inc.

Signed:  Title: Proposal Manager

Print Name: Beth Gardner Date: 7/26/18

Subscribed and sworn before me  
this 26 day of July, 2018.  
My Commission expires:

 MICAH S. ASCH, Notary Public  
In and for the State of Ohio  
(Affiant) My Commission Expires Nov. 2, 2020  
Micah Asch, Proposal Manager  
(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.**

**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 : LexisNexis, a division of RELX Inc.  
Address : 9443 Springboro Pike, Miamisburg, OH 45342  
Telephone No. : 800-227-9597  
Contact Name : Micah Asch, Proposal Manager

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**



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

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

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

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

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

Representative's Name/Title Print): Micah Asch  
Representative's Signature: Micah Asch  
Name of Company: LexisNexis, a division of RELX Inc.  
Tel. No.: 800-227-9597 Date: 7/26/18

Certification 27398

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2017** to **15-DEC-2020**

**LEXIS-NEXIS, A DIVISION OF RELK INC**  
**9443 SPRINGBORO PIKE, 45-S-75**  
**MIAMISBURG OH 45342**



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** RELX INC.  
**Trade Name:** LEXIS-NEXIS  
**Address:** 744 BROAD STREET, 8TH FLOOR  
NEWARK, NJ 07102-3803  
**Certificate Number:** 0093729  
**Effective Date:** August 25, 1986  
**Date of Issuance:** October 01, 2018

**For Office Use Only:**  
20181001151031672

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

City Clerk File No. Res. 18-909

Agenda No. 10.T

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

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

**WHEREAS**, the Workforce Innovation and Opportunity Act ("Act"), 29 U.S.C. 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, in order to be eligible to receive grants under the Act, the Governor of New Jersey must designate a municipality as a local Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, the City of Jersey City (City) was designated as a WIOA and is eligible to receive grant funds; and

**WHEREAS**, in order to receive grant funds, the City must prepare a job training plan which must be approved by the State Department of Labor and must identify the administrator of the grant funds; and

**WHEREAS**, the Jersey City Employment and Training Program, Inc. (JCETP) was first designated as a one stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

**WHEREAS**, the JCETP a nonprofit 501(c)3 corporation, has been designated as One-Stop Operator for the City WIOA pursuant to 29 U.S.C. Sec. 2841 (d) and (e) of the Act; and

**WHEREAS**, it has been determined to be in the City's best interests to enter into an agreement with JCETP to administer the City's job training plan; and

**WHEREAS**, the agreement is authorized pursuant to 29 U.S.C. Sec. 2841 (d) and (e) which allows the local Workforce Investment Board, in agreement with the Mayor, to designate an entity to administer the grant funds; and

**WHEREAS**, each program year, the WIOA provides classroom training programs, and/or services for the Youth, Adult, Displaced Workers and TANF participants of Jersey City; and

**WHEREAS**, the term of the City's agreement with JCETP will be effective as July 1, 2018 and terminate on June 30, 2019; and

**WHEREAS**, the total contract amount is **\$2,748,030.00**, of which funds in the amount of \$290,252.00 are allocated for administrative expenses and \$2,457,778.00 for program costs; and



City Clerk File No. Res. 18-909

Agenda No. 10.7 OCT 10 2018

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRA, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**WHEREAS**, the federal funding for this contract is presently available by WIOA grant funds in the following accounts:

| Description          | Account No.      | Amount     |
|----------------------|------------------|------------|
| a) Adults            | 2-213-40-858-221 | \$ 598,172 |
| b) Youth             | 2-213-40-858-222 | \$ 647,189 |
| c) Displaced Workers | 2-213-40-858-223 | \$ 488,364 |
| d) TANF              | 2-213-40-858-224 | \$ 658,280 |
| e) Learning Link     | 2-213-40-858-229 | \$ 88,000  |
| f) SNAP              | 2-213-40-858-233 | \$ 145,000 |
| g) GA/Snap           | 2-213-40-858-234 | \$ 115,000 |
| h) Smart Steps       | 2-213-40-858-231 | \$ 8,025   |

**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 the agreement in the amount of **\$2,748,030.00**, in substantially the form of the attached, authorizing the Jersey City Employment and Training Program, Inc. to administer the City's Workforce Innovation and Opportunity Area job training plan for a one (1) year period effective as of July 1, 2018 and terminating on June 30, 2019.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of **\$2,748,030.00** available for the payment of this resolution in JTPA Grant Account# **02-213-40-858. PO#: 130577**

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

**Project Manager**

|                     |                         |               |
|---------------------|-------------------------|---------------|
| Department/Division | Business Administration | Budget Office |
| Name/Title          | Donna Mauer             | CFO           |
| Phone/email         | (201)547-5042           | donna@cnj.org |

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

**Contract Purpose**

To, authorize the JCETP to administer the City's Workforce Innovation and Opportunity Area (WIOA) job training plan, funded by Job Training Partnership Act (JTPA) Grant.

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

Workforce Investment Act Grant (JTPA)  
\$2,748,030.00

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

One (1) year period effective as of July 1, 2018 and terminating on June 30, 2019

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Donna Mauer CFO  
Signature of Department Director

9/19/18  
Date

**JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM (JCETP)  
AND  
THE CITY OF JERSEY CITY**

**AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Jersey City, a municipal corporation of the State of New Jersey with its principal offices located at 280 Grove Street, Jersey City, NJ 07302, (The "City") and the Jersey City Employment and Training Program, Inc. ("JCETP"), with its principal offices located at 398 Martin Luther King Drive, Jersey City, NJ 07305.

**WITNESSETH**

**WHEREAS**, the Workforce Innovation and Opportunity Act ("ACT"), 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, the City has qualified for "temporary and subsequent designation" as a WIOA under the Act, and the Governor of New Jersey has designated Jersey City as a WIOA; and

**WHEREAS**, Section 2841(d) of the Act authorizes the local Workforce Investment Board (WIB) for a WIOA, with the agreement of the chief elected official of the WIOA, to designate a One Stop Operator for the WIOA and the programs initiated under the Act, and

**WHEREAS**, the JCETP with its specialized and qualitative expertise in operating such programs, has been designated as the One-Stop Operator for the Jersey City WIOA by agreement of the WIB servicing the Jersey City WIOA and the Mayor of the City.

**NOW, THEREFORE, THE CITY AND THE JCETP AGREE AS FOLLOWS:**

**I. APPLICABILITY OF FEDERAL REGULATIONS AND STANDARDS**

The City and the JCETP assure and certify that they shall comply and (where applicable) will require their subcontractors, subgrantees, and subrecipients to comply with the Act and the rules and

regulations promulgated to carry out the Act, as well as other applicable federal, state and local laws, rules and regulations.

## **II. AUTHORITIES AND RESPONSIBILITIES OF THE JERSEY CITY EMPLOYMENT & TRAINING PROGRAM**

Pursuant to the regulations set forth in the Act, the JCETP shall have overall responsibility to provide the policy guidance and exercise oversight (reviewing, monitoring, and evaluation) with respect to activities under the Act.

The JCETP and the City agree that the success of employment and training programs in Jersey City will be dependent upon the extent to which such programs reflect the intent and spirit of the Act, which encourages private sector participation and cooperation. Accordingly, it is intended, by means of this Agreement, that the JCETP, be vested with the substantial authority, as defined in the Act, for the administration and delivery of employment and training services as needed by Jersey City residents.

### **A. Designation as Administrative Entity.**

The JCETP shall be designated herein as the One-Stop Entity for the Jersey City WIOA and programs initiated pursuant to the Act, or any other successor statutes, for the term of the Agreement.

As the One-Stop entity, the JCETP Board of Directors is hereby granted authority to establish a JCETP Executive Board appointed by the Mayor, comprised of nine (9) members to act as JCETP's governing Board of Directors.

The JCETP Executive Board shall appoint an Executive Director who will serve as the One Stop Operator for the direct operation of the JCETP while having the full JCETP body conduct only its overall legislated functions of the policy, guidance, oversight and planning for the Jersey City Employment and Training Program and the WIOA.

The JCETP Director and staff will provide the day-to-day JCETP functions related to policy, guidance, oversight and planning and the JCETP Director will be accountable to the JCETP board

and its Chairperson.

As per the JCETP organizational chart prepared and submitted as a required part of both Jersey City and Hudson County WIOA Plans, the JCETP and Hudson County WIOA Directors, having New Jersey Dept. of Labor and Workforce Development defined staff positions, will interact in fostering labor market WIOA Program coordination and cooperation.

Additionally, the JCETP Director will attend all Executive Board meetings, as the full JCETP's representative for purposes of communicating actions to the full JCETP Board and vice-versa, and to offer technical assistance and support. The Mayor of Jersey City, as the chief elected official will be furnished with the official written minutes of all Executive Board meetings.

### **THE JCETP EXECUTIVE BOARD**

The JCETP Executive Board and its Director, as the One-Stop Operator for the Jersey City WIOA, will assume the following specific functions, which will be borne solely by the Jersey City WIOA.

1. Have input into the development of the local Workforce Investment Plan (hereinafter, "Plan"), which shall be prepared by the Workforce Investment Board (WIB), approved by the full WIB and the Mayor prior to submission of said plan to the Governor for approval;
2. In consultation with the JCETP Executive Board, through its management team, will implement and amend personnel policies and procedures. For those instances, which the JCETP has no applicable personnel policies or procedures, the City's procedures may be adopted. Applicable Affirmative Action and Equal Employment Opportunity provisions will be enforced;
3. Negotiate and enter into separate agreements and contracts with public and private corporations to provide core services, intensive services and on the job training services. Operate its own training programs, and provide other services consistent with and deemed by the JCETP to be necessary for the implementation of the approved Plan for the Jersey City WIOA, with such approval by the City as required by federal, state and/ or local laws.
4. Expend funds allocated under the Act for the purposes of implementing and carrying out the approved Plan, as well as such other funds as may from time to time, be made available to the JCETP, with such approval by the City as may be required by federal, state or local laws.
5. Oversee implementation of reentry programming that helps formerly incarcerated individuals overcome numerous barriers to employment and successfully reintegrate into their communities.

6. In accordance with its own by-laws, rules and procedures, JCETP authorizes its members and/or staff to travel outside Jersey City and outside the State of New Jersey as deemed necessary by the JCETP to achieve the purposes of the Act and approved Plan, subject to such approvals as may be required by federal, state, or local laws or regulations.
7. Establish and maintain a Management Information and Reporting system, acceptable to the City on operations and expenditures, subject to such approval as may be required by federal, state or local laws or regulations.
8. Provide written reports to the City, no less often than once each quarter, on levels of program operation and expenditures, as well as other JCETP activities being conducted in the furtherance of the approved Plan for the WIOA.
9. Procure audits of the funds and program activities as required by the Act, and work to resolve questions or irregularities identified through such audits; and;
10. Manage a system to hear and resolve grievances, which may be brought by program participants, contract service providers, vendors, and other interested parties, as required by the Act.

#### **B. Development of Workforce Investment Plan for WIOA**

The WIB with input from the JCETP Board shall be responsible for the development of the local Workforce Investment Plan for the Jersey City WIOA, as required by Section 118 of the Act.

1. The JCETP, in consultation and coordination with the Department of Administration shall identify the employment needs of the City's unemployed residents, the labor force needs of labor market area employers, and appropriate linkage between funds made available under the Act and education, social service and economic development activities in the area, and shall conduct such other analyses as are required by the Act or which the JCETP determines to be appropriate and necessary to discharge its responsibilities;
2. The JCETP shall solicit the input and participation of the local business community regarding the provision of the program services to eligible residents by evaluating labor market needs;
3. The JCETP, upon obtaining approval of the JCETP Chairperson and Mayor of the City shall be responsible for the preparation, modification and submission of the Workforce Investment Plan. The WIB shall submit the executed Workforce Investment Plan to the Governor of the State of New Jersey for approval.

### **POWERS AND RESPONSIBILITIES OF THE CITY**

#### **A. Designation as the Grant Recipient**

Jersey City shall be designated herein as grant recipient for Act funds, for the term of this Agreement. As grant recipient, the City shall furnish, or cause to be fulfilled, the following

responsibilities:

1. The City, and the Department of Administration, shall maintain oversight control of the current accounting, auditing and management information and reporting systems as required to comply with the Act and other applicable federal and state laws, rules and regulations.
2. The City Treasurer shall confirm all Act funding resources received from the federal government through the State of New Jersey.
3. Such resources shall be transferred to the JCETP's sub accounts with supporting documentation submitted to the City Treasurer and City Controller.
4. The City shall receive bank reconciliation's from the JCETP Executive Board providing control and a proper audit trail as required under the Act.
5. The City shall maintain and exercise a semi-annual internal audit review process of the program to verify all revenues and expenditures comply with the rules, regulations, and guidelines of the Act and other federal, state and local laws.
6. The City shall be entitled to reimbursement of all direct costs as appropriate, such as use of postage system, computer center services, automotive and repair services and employee benefits.

**B. Approval of WIOA Plan for Jersey City Workforce Investment Area:**

The Mayor, as the Act's Workforce Investment Plan co-signatory, shall review and approve the WIOA Plan for the Jersey City WIOA prepared by JCETP and approved by Workforce Investment Board, including any amendments thereto which might be required from time to time. Disagreements on the substance, content or any other aspect of the Plan between the City and the JCETP shall be resolved in accordance with the procedure prescribed in a separate section of this Agreement.

**III. COMPENSATION**

In exchange for providing a job training program during the term of this Agreement, the City shall pay JCETP a total contract amount not to exceed \$2,748,030.00.

**IV. INCORPORATION OF THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM**

The JCETP is an incorporated entity and shall remain so in conformance with the laws of the

State of New Jersey for the complete term of the Agreement. JCETP's Tax-exempt status as a non-profit corporation under U.S. Internal Revenue Code Sections 501(c) (3) is required and shall remain in force as a condition of this Agreement.

## V. INDEMNIFICATION AND INSURANCE

The JCETP may provide for the indemnification of directors, officers and employers, as provided under Title 15 of the New Jersey Statutes (Corporations and Associations Not for Profit).

The JCETP shall purchase and maintain in full force and effect during the term of this Agreement, personal liability insurance for its trustees, officers, directors and members, as authorized under the WIOA, or any successor regulations(s).

The JCETP shall purchase and maintain in full force and effect, and shall cause its sub recipients and subcontractors to purchase and maintain in full force and effect, liability insurance to insure against the risks of bodily injury, illness, property damage or any other damages or losses, or with respect to any claims arising out of any activity under a JCETP grant or agreement, whether concerning persons or property in the JCETP organization, in the grant recipient's organization, or in the organization of any sub recipient, subcontractor or other third party.

The JCETP shall purchase and maintain in full force and effect, or cause the sub recipients and subcontractors to purchase and maintain in full force and effect, workmen's compensation insurance for participants as authorized or required by federal, state and/or local law(s), and regulations or guidelines issued hereunder.

The City agrees to defend, indemnify and hold the JCETP and its employees harmless from any and all losses, claims, judgments, expenses, actions, costs, damages, and obligations, including attorneys fees, arising from this Agreement which are not covered by the insurance policies required to be purchased and maintained in full force and effect by the JCETP and/or its sub recipients and subcontractors as provided herein.

Notwithstanding the foregoing provisions, nothing herein shall protect or purport to protect



any trustee, officer, director, or employee of the JCETP against any liability to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, breach of a fiduciary or legal duty to the JCETP or reckless disregard of the duties involved in the conduct of his office.

## **VI. RESOLUTION OF DISAGREEMENTS**

It is the joint authority and responsibility of both parties to this Agreement to secure effective service delivery, which provides the most beneficial mix of core, intensive and training services to the eligible residents and private employers of the Jersey City labor market area. In the event that the JCETP and the City cannot reach a mutually satisfactory agreement on approval with the Workforce Investment Plan, as required by the Act, representatives of the JCETP and the City shall meet to attempt to resolve such disagreements. When one or more parties to this agreement concludes that agreement between the JCETP and the City cannot be reached, any and all unresolved issues pertaining to the Workforce Investment Plan shall be submitted to the binding arbitration of the City, and one impartial representative of the Governor's office which is acceptable to the JCETP and the Mayor.

## **VII. TERM OF AGREEMENT**

This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall apply to the period retroactive to the 1<sup>st</sup> day of July 2018 and shall remain in effect until the 30<sup>th</sup> day of June 2019.

## **VIII. TERMINATION**

Either the City or the JCETP may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party specifying the date of termination. Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within ninety (90) working days after the non-defaulting party has given the defaulting party written notice of the default and the nature thereof. Cause for termination may also result from a termination of the grant funds through no fault of either party.

## **IX. AMENDMENTS**

Either the JCETP or the City may propose amendments to this Agreement at any time. Any

amendment to this Agreement shall require the approval of a majority of each party hereto, and shall be in written form.

**X. NOTICES**

All notices hereunder shall be in writing and shall be served either by personal delivery or by first class mail, properly addressed and postage prepaid, as follows:

**CITY:** Mayor's Office  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

**JCETP:** JCETP  
360-398 Martin Luther King Drive  
Jersey City, NJ 07305

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the dates set forth below.

**FOR THE JCETP:**

\_\_\_\_\_  
Sudhan Thomas, JCETP Executive Board Chairperson

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

**FOR THE CITY OF JERSEY CITY:**

\_\_\_\_\_  
Steven M. Fulop,  
Mayor of City of Jersey City

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

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

City Clerk File No. Res. 18-910

Agenda No. 10.U

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY**

---

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

**WHEREAS, N.J.S.A. 40A:11-10 et seq.** authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

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

**WHEREAS,** the City of Jersey City ("City") entered into a Cooperative Agreement with Hudson County; and

**WHEREAS,** Hudson County publicly bid and awarded a contract to Atlantic Salt, Inc. (Bid 7234); and

**WHEREAS,** the Department of Public Works, Division of Sanitation wishes to purchase bulk rock salt from Atlantic Salt Inc., 134 Middle Street, Suite 210, Lowell, Massachusetts 01852; and

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

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

1. Atlantic Salt Inc.'s proposal to purchase and deliver bulk rock salt is accepted and a contract in the amount of \$1,200,000.00 is authorized
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be effective October 13, 2018 through June 7, 2019 with the option to renew for an additional one year period.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year temporary and permanent budget.

(Continued on page 2)

City Clerk File No. Res. 18-910

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**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY**

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| <u>Operating Account</u> | <u>P.O. #</u> | <u>Total Contract</u> | <u>Encumbrance</u> |
|--------------------------|---------------|-----------------------|--------------------|
| 01-201-26-292-314        | 130682        | \$1,200,000.00        | \$200,000.00       |

Approved by: Peter Folgado Peter Folgado, Director of Purchasing, QPA, RPPO Date 10/1/18

PF/pv  
9/28/18  
Jmck  
10/2/18

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required  APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

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

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

[Signature]  
Bólando 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 AN AWARD OF CONTRACT TO ATLANTIC SALT, INC. FOR THE PURCHASE AND DELIVERY OF ROCK SALT THROUGH THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HUDSON COUNTY**

**Project Manager**

| Department/Division | DPW                          | Sanitation           |
|---------------------|------------------------------|----------------------|
| Name/Title          | Frank Lamparelli             | Director             |
| Phone/email         | 201-547-2629<br>201-547-4400 | FLamparelli@icnj.org |

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

**Contract Purpose**

The purpose of this resolution is to:

- ↓ There is a need to purchase rock salt.
- ↓ To be used in winter, snow and ice operations.
- ↓ DPW spent \$900,000.00 in 2017/18.

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

01-201-26-292-314 (Sanitation Operating)  
Total Contract Amount =\$1,200,000.00  
Temporary Encumbrancy =\$200,000.00

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

10/13/18 to 06/07/19.

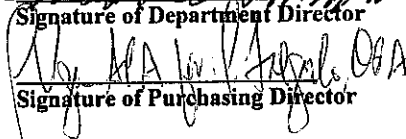
Type of award

If "Other Exception", enter type   
Additional Information

Verify that all the facts presented herein are accurate.

  
Signature of Department Director

10/1/18  
Date

  
Signature of Purchasing Director

10/1/18  
Date

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON  
RESOLUTION

No. 342-6-2017

On Motion of Freeholder  
Seconded by Freeholder

Maldonado  
Rodriguez

APPROVE PURCHASING AGENT'S AWARDS

RESOLVED, by the Board of Chosen Freeholders of the County of Hudson:

1. The County has a need to acquire the goods and services hereinafter set forth; and
2. The County has followed a fair and open process in connection with the contracts to be awarded; and
3. That this Board hereby approves of the award of the following contracts, as recommended by the Purchasing Agent who has certified to this Board that all of the provisions of the Local Public Contracts Law have been complied with in regard to the receipt of bids and awards for said contracts.

BID NO. 7230

Pharmaceutical Services for Hudson County  
Correctional Center  
Three (3) replies  
Two (2) year period

Correct RX Pharmacy Services, Inc.  
1352-C Charwood Road  
Hanover, MD 21076

Contract Shall Not Exceed \$1,000,000.00

---

BID NO. 7223

Top Soil for County Parks  
Three (3) replies  
Two (2) year period

Jersey Mulch Products,  
48 Old Jacksonville Road  
Towaco, New Jersey 07082

Contract Shall Not Exceed \$21,750.00

---

BID NO. 7234

Rock Salt (Roads and Public Property)  
Nine (9) replies  
Two (2) year period

Atlantic Salt, Inc.  
134 Middle Street, Suite 210  
Lowell, MA 01852

Cost Per Ton - Year One \$55.50  
Cost Per Ton - Year Two \$55.50

Contract Shall Not Exceed \$600,000.00

---

BID NO. 7235

**Fire Extinguisher, Purchase, Inspection,  
Tagging and Refilling (As per Needed Basis)  
(Parks and Roads & Public Property  
Two (2) replies  
Two (2) year period**

Allied Fire & Safety Equipment Co., Inc.  
517 Green Grove Road  
P.O. Box 607  
Neptune, New Jersey 07754

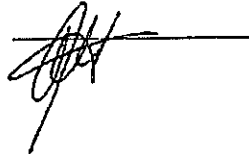
Contract Shall Not Exceed \$95,500.00

4. The Director of Finance and Administration has certified in writing that sufficient funds are available for this purpose in various accounts.

5. The Board authorizes the County Executive, or his lawfully appointed designee, to execute any agreements or writings and to exercise any options to renew for the contracts awarded above.

| Freeholder | Aye | Nay | Abst | N.P. | Freeholder              | Aye | Nay | Abst | N.P. |
|------------|-----|-----|------|------|-------------------------|-----|-----|------|------|
| Balmir     |     |     |      | ✓    | Rivas                   | ✓   |     |      |      |
| Cifelli    | ✓   |     |      |      | Rodriguez               | ✓   |     |      |      |
| Kopacz     | ✓   |     |      |      | Romano                  | ✓   |     |      |      |
| Maldonado  |     | ✓   |      |      | Chairperson<br>Valnieri | ✓   |     |      |      |
| O'Dra      | ✓   |     |      |      |                         |     |     |      |      |

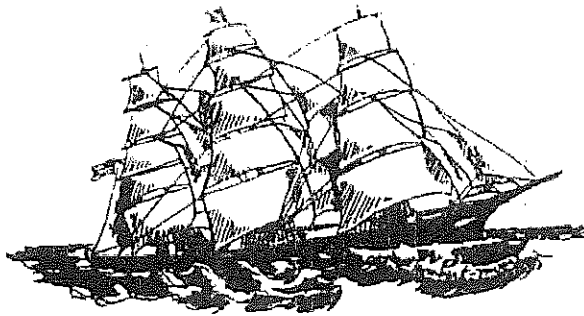
It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 8 day of June A.D. 2017, the foregoing resolution was adopted with 8 members voting in the affirmative and 0 in the negative.

 Clerk

APPROVED AS TO LEGAL FORM

BY:   
DONATO J. BATTISTA  
HUDSON COUNTY COUNSEL  
Source: Purchasing Department  
DJB:mm

OFFICE:  
134 Middle Street, Suite 210  
Lowell, MA 01852  
Phone: 978 ▪ 453-4911  
Fax: 978 ▪ 251-8244



PLANT:  
561 Richmond Terrace  
Staten Island, NY 10301  
Phone: 718 ▪ 816-7200

## Atlantic Salt, Inc.

September 27, 2018

Silendra Baijnauth, Fiscal Officer  
City of Jersey City  
13-15 Linden Avenue East, 3<sup>rd</sup> Floor  
Jersey City, NJ 07305-4726

Dear Silendra,

Enclosed you will find the requested contract paperwork:

- Business Entity Disclosure Certification
- Completed Political Contribution Disclosure Form
- Completed EEO documents as well as our Certificate of Employee Information and NJ Business Registration Certificate.

Atlantic Salt, Inc. looks forward to working with the City of Jersey City this winter season. If you have any questions or need for further information please contact the office at (978) 453-4911.

Yours truly,

Donna G. Capillo  
Assistant Secretary

Enclosures





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ATLANTIC SALT, INC.  
**Trade Name:**  
**Address:** 134 MIDDLE STREET SUITE 210  
LOWELL, MA 01852-1883  
**Certificate Number:** 0100899  
**Effective Date:** January 09, 1990  
**Date of Issuance:** September 28, 2018

**For Office Use Only:**  
20180928155425236

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

**Part I - Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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


| Name of Stock or Shareholder                           | Home Address  |                                       |
|--|---|---------------------------------------|
| Eastern Minerals, Inc.                                 | 134 Middle St, Ste 210, Lowell, MA 01852  | - owns 100% of Atlantic Salt, Inc.    |
| Eastern Salt Co., Inc.                                 | 134 Middle St, Ste 210, Lowell, MA 01852  | - owns 100% of Eastern Minerals, Inc. |
| Shelagh E. Mahoney                                     | 250 Westview Rd, Lowell, MA 01851   | - owns 80% of Eastern Salt Co., Inc   |
| The Shelagh E. Mahoney Family Irrevocable Trust - 2008 | %Robert E. McDonnell, Trustee<br>Morgan, Lewis & Bockius, LLP, 1 Federal St, Boston, MA 02110 | Owns 20% of Eastern Salt Co., Inc.    |

**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: Atlantic Salt, Inc  
 Signature of Affiant: *Donna G. Capillo* Title: Assitant Corporate Secretary  
 Printed Name of Affiant: Donna G. Capillo Date: September 27, 2018

Subscribed and sworn before me this 27 day of SEP, 2018

My Commission expires:  **KAREN GIRARD MURPHY**  
 Notary Public  
 Commonwealth of Massachusetts  
 My Commission Expires  
 February 14, 2025

*Karen Girard Murphy*  
 (Witnessed or attested by)

(Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I - Vendor Information**

|              |                         |        |               |
|--------------|-------------------------|--------|---------------|
| Vendor Name: | Atlantic Salt, Inc.     |        |               |
| Address:     | 134 Middle St., Ste 210 |        |               |
| City:        | Lowell                  | State: | MA Zip: 01852 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

|                                      |                                  |  |
|--------------------------------------|----------------------------------|--|
| <u>Donna G. Capillo</u><br>Signature | Donna G. Capillo<br>Printed Name | Assistant Corporate Secretary<br>Title |
|--------------------------------------|----------------------------------|--|

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NONE             |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

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

**PART I - Vendor Affirmation**

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

Signed Donna G. Capillo Title: Assistant Corporate Secretary

Print Name Donna G. Capillo Date: September 27, 2018

Karen Girard Murphy  
Subscribed and sworn before me  
this 27 day of SEP, 2018.

Donna G. Capillo  
(Affiant)

My Commission Expires  
**KAREN GIRARD MURPHY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 14, 2025

Donna G. Capillo, Assistant Corporate Secretary  
(Print name & title of affiant) (Corporate Seal)

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print) Donna G. Capillo, Assistant Corporate Secretary

Representative's Signature: 

Name of Company: Atlantic Salt, Inc.

Tel. No.: (978) 453-4911

Date: September 27, 2018

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

The contractor and the \_\_\_\_\_ of Atlantic Salt (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Donna G. Capello, Assistant Corporate Secretary  
Representative's Signature: Donna G. Capello  
Name of Company: Atlantic Salt, Inc.  
Tel. No.: (978) 453-4911 Date: September 27, 2018

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

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

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

Business Name : Atlantic Salt, Inc.  
Address : 134 Middle St, Ste 210, Lowell, MA 01852  
Telephone No. : (978) 453-4911  
Contact Name : Donna Capillo

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

Certification 5836


## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15-OCT-2012 to 15-OCT-2019

ATLANTIC SALT, INC.  
561 RICHMOND TERR.  
STATEN ISLAND NY 10301



  
Andrew P. Sidamon-Eristoff  
State Treasurer



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

City Clerk File No. Res. 18-911

Agenda No. 10.V

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DELTA T, LLC dba BIG ASS FANS FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF AUTOMOTIVE GARAGE CIRCULATION FANS THROUGH THE BUYBOARD PURCHASING COOPERATIVE FOR DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

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

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

**WHEREAS**, the Buyboard Purchasing Cooperative is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, due to poor air circulation, the Automotive Division needs fans for its garage; and

**WHEREAS**, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

**WHEREAS**, the Automotive Division wishes to purchase circulation fans from Delta T dba Big Ass Fans, 2348 Innovation Drive, Lexington, Kentucky 40511 who is in possession of contract number 501-15; and

**WHEREAS**, the total amount of the contract is \$48,679.63; and

**WHEREAS**, the City Purchasing Agent has certified that Delta T dba Big Ass Fans proposal to be fair and reasonable; and

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

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

1. A contract award to Delta T dba Big Ass Fans in the amount of \$48,679.63 for the purchase, delivery, and installation of garage fans is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

City Clerk File No. Res. 18-911

Agenda No. 10.V OCT 10 2018

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DELTA T, LLC dba BIG ASS FANS FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF AUTOMOTIVE GARAGE CIRCULATION FANS THROUGH THE BUYBOARD PURCHASING COOPERATIVE FOR DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

**Trust Account**                      **PO #**                      **Total Contract**  
04-215-55-943-990                      130621                      \$48,679.63

Approved: [Signature] for: \_\_\_\_\_  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

September 27, 2018  
Date

PF/pv  
9/10/18  
JMK  
10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DELTA T, LLC dba BIG ASS FANS FOR THE PURCHASE, DELIVERY AND INSTALLATION OF AUTOMOTIVE GARAGE CIRCULATION FANS THROUGH THE BUYBOARD PURCHASING COOPERATIVE FOR DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

Initiator

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

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

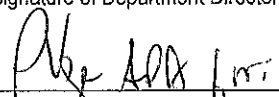
Resolution Purpose

Due to stagnant, heavy humid air mixed with exhaust fumes and complaints from the mechanics about poor air circulation in the Automotive Garage, there is a significant need for the purchase, delivery and installation (excluding electric) of six (6) circulating fans. These fans will allow for proper significant improvement to air circulation throughout the garage and satisfy requested improvement within this non-air-conditioned facility.

I certify that all the facts presented herein are accurate.

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

9-10-18  
Date

  
\_\_\_\_\_  
Peter Folgado, Director of Purchasing  
RPPO, CPA

9/28/18  
Date

00483708

Quote Information

|              |  |                 |  |
|--------------|--|-----------------|--|
| Quote Number | 00483708                                       | Created Date    | 9/7/2018                                       |
|              |  | Expiration Date | 10/31/2018                                     |
| Bill To Name | JERSEY CITY DIVISION OF AUTOMOTIVE             | Ship To Name    | JERSEY CITY DIVISION OF AUTOMOTIVE             |
| Bill To:     | 13 LINDEN AVE E<br>JERSEY CITY, NJ 07305<br>US | Ship To:        | 13 LINDEN AVE E<br>JERSEY CITY, NJ 07305<br>US |
| SFDC ID      | 10677840                                       |                 |  |

General Information

|           |                            |               |                |
|-----------|----------------------------|---------------|----------------|
| Sales Rep | Eric Bivins                | Contact Name  | MARTIN VALENTI |
| E-mail    | eric.bivins@bigassfans.com | Contact Phone | 2015474462     |
| Phone     | 859-629-7781 x7781         |               |                |
| Fax       | 859-233-0139               |               |                |

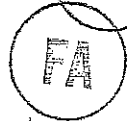
Comments

Comments All fans to include controller with variable speed selector and all mounting brackets.  
 Freight charges are included in the quoted price.\*  
 Sales Tax is strictly an estimate and may change based on the shipping address of the order.  
 Lead times are strictly an estimate and may change over time.  
 \*Freight charges are subject to change.

BUYBOARD Contract #: 501-15

| Product   | Description | Qty | Total Price |
|---|-------------|-----|-------------|
| Powerfoil X3.0 Fan Kit - 14ft, 200-250 Volt / 3 Phase, 19" Hub w/BAFCON<br>- PFX Standard Industrial Mount Kit, 10-15" Beam Mount, 2 ft Extension Tube  |             | 1   | \$7,470.00  |
| Powerfoil X3.0 Fan Kit - 18ft, 200-250 Volt / 3 Phase, 19" Hub w/BAFCON<br>- PFX Standard Industrial Mount Kit, 10-15" Beam Mount, 1 ft Extension Tube  |             | 2   | \$15,282.00 |
| Powerfoil X3.0 Fan Kit - 14ft, 200-250 Volt / 3 Phase, 19" Hub w/BAFCON<br>- PFX Standard Industrial Mount Kit, 7-10" Beam Mount, 3 ft Extension Tube   |             | 1   | \$7,479.00  |
| Black Jack, 6 ft, 120 V 1 Phase, Portable Fan, 25 ft. cord  |             | 2   | \$9,558.00  |
| PFX3.0<br>- Fan Install Adder - Fire Relay Install and Wire (BAF will not tie into fire panel) - Each Additional Fan<br>- Fan Install Adder - Fire Relay Install and Wire (BAF will not tie into fire panel) - First Fan<br>- Level 2 Install, Powerfoil X Series, without lift, 3 or more fans |             | 4   | \$7,737.00  |

Subtotal: \$47,526.00  
 Tax: \$ 0.00  
 Shipping: \$1,153.63  
 Grand Total: \$48,679.63



## BuyBoard Current Texas Vendors

| Vendor                                    | Address1                  | City           | State | Zip   | Effective | Expiration | Contract  |
|---|---------------------------|----------------|-------|-------|-----------|------------|---|
| BG Products                               | 8703 Fallbrook Drive      | Houston        | TX    | 77064 | 12/1/2017 | 11/30/2020 | Automotive Parts, Fluids, Maintenance Equipment, Car & Bus Wash Systems 551-17                        |
| Big Ass Solutions                         | 2348 Innovation Dr        | Lexington      | KY    | 40511 | 12/1/2015 | 11/30/2018 | Building Maintenance, Repair & Operations Supplies & Equipment 501-15                                 |
| Big Country Supply                        | PO Box 6618               | Abilene        | TX    | 79608 | 4/1/2017  | 3/31/2020  | Public Safety and Firehouse Supplies and Equipment 524-17   |
| Big Game Sports                           | 13835 Welch Road          | Dallas         | TX    | 75244 | 4/1/2016  | 3/31/2019  | Athletic, P.E. & Gymnasium Supplies and Equipment, Heavy Duty Exercise Equipment. 502-16              |
| Big House Sound                           | 4001 Drossett Drive       | Austin         | TX    | 78757 | 11/1/2015 | 11/30/2018 | Stage Curtains & Lighting, Stage/Stadium Sound Systems & Theatrical Supplies 497-15                   |
| Big Truck Rental, LLC                     | 5001 W. Lemon Street      | Tampa          | FL    | 33609 | 7/1/2018  | 6/30/2021  | Rental Services of Construction and Other Equipment and Vehicle Rentals 565-18                        |
| Bigger, Faster, Stronger, Inc.            | 2930 W. Directors Row     | Salt Lake City | UT    | 84104 | 4/1/2016  | 3/31/2019  | Athletic, P.E. & Gymnasium Supplies and Equipment, Heavy Duty Exercise Equipment. 502-16              |
| Bill Bunton Auto Supply and Machine, Inc. | 1101 West Second St.      | Mercedes       | TX    | 78570 | 12/1/2017 | 11/30/2020 | Automotive Parts, Fluids, Maintenance Equipment, Car & Bus Wash Systems 551-17                        |
| BJB Enterprises, LLC                      | 2308 Bridgeport Dr        | Little Elm     | TX    | 75068 | 6/1/2017  | 5/31/2020  | Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation 529-17                     |
| BJ's Park & Recreation Products           | 4003 Briar Lane           | Magnolia       | TX    | 77354 | 10/1/2016 | 9/30/2019  | Parks and Recreation Equipment and Field Lighting Products and Installation 512-16                    |
| BL Technology, Inc.                       | 1730 S. Cherry St.        | Tomball        | TX    | 77375 | 10/1/2015 | 11/30/2018 | Fire and Security Systems and Monitoring Services 493-15  |
| Black Rock Technology Group               | 211 State Street, Ste 203 | Bridgeport     | CT    | 06604 | 1/1/2016  | 12/31/2018 | Technology Equipment, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery 498-15 |
| Blackmon Mooring-BMS CAT                  | 5718 Airport Freeway      | Haltom City    | TX    | 76117 | 10/1/2016 | 9/30/2019  | General Disaster Recovery and Restoration Services 514-16   |
| Blagg Tire and Service                    | 604 S. Main Street        | Grapevine      | TX    | 76051 | 3/1/2018  | 2/28/2021  | Tires, Tubes, Supplies and Equipment 553-18   |
| Blender Direct                            | 12238 Kindred St.         | Houston        | TX    | 77049 | 12/1/2017 | 11/30/2020 | Automotive Parts, Fluids, Maintenance Equipment, Car & Bus Wash Systems 551-17                        |

## BuyBoard Membership - Other States

|  |                               |                                |  |
|--|-------------------------------|--------------------------------|--|
| City of Folsom (CA)                                      | City of Lake Saint Louis (MO) | City of Murrieta (CA)          | City of Raymore (MO)                     |
| City of Franklin (TN)                                    | City of Lakewood (CA)         | City of Mustang (OK)           | City of Redmond (WA)                     |
| City of Frederick (OK)                                   | City of Lakewood (OH)         | City of Myrtle Beach (SC)      | City of Reno (NV)                        |
| City of Fremont (CA)                                     | City of Lansing (MI)          | City of Naples (FL)            | City of Richland (WA)                    |
| City of Fresno (CA)                                      | City of Las Cruces (NM)       | City of New Bedford (MA)       | City of Richmond Heights (MO)            |
| City of Fulton (MO)                                      | City of Lawton (OK)           | City of New Hampton (MO)       | City of Rio Rancho (NM)                  |
| City of Gainesville (Gainesville Regional Utilities) (F) | City of Lee's Summit (MO)     | City of Noble (OK)             | City of Riverside (CA)                   |
| City of Gallup (NM)                                      | City of Lewisburg (TN)        | City of Norman (OK)            | City of Rochester (MN)                   |
| City of Germantown (TN)                                  | City of Liberty (MO)          | City of North Kansas City (MO) | City of Roseau (MN)                      |
| City of Graysville (AL)                                  | City of Licking (MO)          | City of O'Fallon (IL)          | City of Rosemount (MN)                   |
| City of Greeley (CO)                                     | City of Long Branch (NJ)      | City of O'Fallon (MO)          | City of Ruidoso Downs (NM)               |
| City of Greensboro (NC)                                  | City of Longmont (CO)         | City of Ojai (CA)              | City of Sacramento (CA)                  |
| City of Greenville (SC)                                  | City of Longview (WA)         | City of Oklahoma City (OK)     | City of Salisbury (MD)                   |
| City of Greenwood (AR)                                   | City of Lordsburg (NM)        | City of Okmulgee (OK)          | City of Sammamish (WA)                   |
| City of Guntersville (AL)                                | City of Lynn Haven (FL)       | City of Olathe (KS)            | City of San Diego (CA)                   |
| City of Harriman (TN)                                    | City of Madera (CA)           | City of Orlando (FL)           | City of San Dimas (CA)                   |
| City of Harrisonburg (VA)                                | City of Madison (WI)          | City of Osage Beach (MO)       | City of San Luis Obispo (CA)             |
| City of Hartford (CT)                                    | City of Manchester (MO)       | City of Oxnard (CA)            | City of San Marcos (CA)                  |
| City of Hazelwood (MO)                                   | City of Manteca (CA)          | City of Palmdale (CA)          | City of Sand Springs (OK)                |
| City of Henderson (NV)                                   | City of Marceline (MO)        | City of Palmetto (FL)          | City of Santa Fe (NM)                    |
| City of Herculaneum (MO)                                 | City of Margate (FL)          | City of Palmyra (MO)           | City of Sapulpa (OK)                     |
| City of Hermiston (OR)                                   | City of Marietta (GA)         | City of Panama City (FL)       | City of Savannah (TN)                    |
| City of Higginsville (MO)                                | City of Marionville (MO)      | City of Parsons (KS)           | City of Scott City (MO)                  |
| City of Hobbs (NM)                                       | City of McMinnville (TN)      | City of Pauls Valley (OK)      | City of Seattle (WA)                     |
| City of Hollister (CA)                                   | City of Memphis (MO)          | City of Peekskill (NY)         | City of Sedalia (MO)                     |
| City of Holts Summit (MO)                                | City of Mexico (MO)           | City of Pembroke Pines (FL)    | City of Sheboygan (WI)                   |
| City of Homestead (FL)                                   | City of Midland (MI)          | City of Pensacola (FL)         | City of Shelby (NC)                      |
| City of Hooker (OK)                                      | City of Miner (MO)            | City of Perkins (OK)           | City of Smyrna (GA)                      |
| City of Hoover (AL)                                      | City of Miramar (FL)          | City of Perry (MO)             | City of Soldotna (AK)                    |
| City of Independence (MO)                                | City of Moberly (MO)          | City of Perrysburg (OH)        | City of South St. Paul (MN)              |
| City of Inglewood (CA)                                   | City of Monroe (NC)           | City of Perryville (MO)        | City of Springdale (AR)                  |
| City of Irvine (CA)                                      | City of Montebello (CA)       | City of Placentia (CA)         | City of St. Charles (MO)                 |
| City of Jackson (MO)                                     | City of Monterey (CA)         | City of Pleasant Hill (MO)     | City of St. Charles School District (MO) |
| City of Jal (NM)   | City of Moore (OK)            | City of Pleasant Valley (MO)   | City of St. Clair (MO)                   |
| City of Jersey City (NJ)                                 | City of Moreno Valley (CA)    | City of Pleasanton (CA)        | City of St. Marys (OH)                   |
| City of Jonesburg (MO)                                   | City of Morrison (IL)         | City of Port Townsend (WA)     | City of St. Petersburg (FL)              |
| City of Kansas City (MO)                                 | City of Moulton (AL)          | City of Portales (NM)          | City of Star (ID)                        |
| City of Kingsport (TN)                                   | City of Mountain Brook (AL)   | City of Porterville (CA)       | City of Ste. Genevieve (MO)              |
| City of La Habra (CA)                                    | City of Mt. Washington (KY)   | City of Portland (OR)          | City of Stockton (CA)                    |
| City of Lake Elsinore (CA)                               | City of Murfreesboro (TN)     | City of Paulsbo (WA)           | City of Summit (NJ)                      |



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

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



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 7, 2018  
 TO : Peter Folgado, Purchasing Agent, RPPO, QPA  
 FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*  
 SUBJECT : MSC - Automotive Garage Circulation Fans  
 Project No. 2018-030  
 Re: Delta T Fans Corporation dba Big Ass Fans

This office has received a proposal from Marty Valenti, Director of Automotive for the purchase and installation (excluding electric) of six (6) circulating fans under Buyboard Contract #501-15 as follows:

|   |             |
|---|-------------|
| Delta T Fans Corporation dba Big Ass Fans | \$48,679.63 |
|---|-------------|

We recommend awarding this contract to Big Ass Fans to allow for better air circulation in the Automotive Garage. Attached please find Purchase Requisition No. 0185044 for this purpose.

ab

**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/aa302us.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302us.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

|   |   |   |
|---|---|---|
| 1. FID. NO. OR SOCIAL SECURITY  | 2. TYPE OF BUSINESS<br><input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><br>699 |
| 4. COMPANY NAME<br>Delta T, LLC d/b/a Big Ass Fans  |   |   |
| 5. STREET<br>2348 Innovation Dr   | CITY<br>Lexington   | COUNTY<br>Fayette                                       |
| STATE<br>KY   | ZIP CODE<br>40511   |   |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>N/A   |   |   |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |   |   |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ<br>0   |   |   |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT<br>699  |   |   |
| 10. PUBLIC AGENCY AWARDED CONTRACT  |   |   |

| 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<br>TOTAL<br>(Cols. 2 & 3)  | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |           |              |           |            | ***** FEMALE ***** |           |              |          |            |  |
|  |   |                |                  | BLACK  | HISPANIC  | AMER. INDIAN | ASIAN     | NON MIN.   | BLACK              | HISPANIC  | AMER. INDIAN | ASIAN    | NON MIN.   |  |
| Officials/ Managers                            | 90  | 70             | 20               | 1  | 0         | 0            | 4         | 65         | 0                  | 0         | 0            | 1        | 19         |  |
| Professionals                                  | 183   | 126            | 57               | 5  | 4         | 4            | 2         | 111        | 3                  | 0         | 0            | 2        | 52         |  |
| Technicians                                    | 37  | 31             | 6                | 2  | 0         | 0            | 0         | 29         | 0                  | 0         | 0            | 0        | 6          |  |
| Sales Workers                                  | 139   | 78             | 61               | 3  | 8         | 0            | 5         | 62         | 5                  | 4         | 0            | 1        | 51         |  |
| Office & Clerical                              | 74  | 45             | 29               | 4  | 5         | 0            | 2         | 34         | 7                  | 3         | 0            | 3        | 16         |  |
| Craftworkers (Skilled)                         | 63  | 55             | 8                | 9  | 7         | 0            | 0         | 39         | 0                  | 0         | 0            | 0        | 8          |  |
| Operatives (Semi-skilled)                      | 90  | 72             | 18               | 29   | 6         | 0            | 1         | 36         | 8                  | 6         | 0            | 0        | 4          |  |
| Laborers (Unskilled)                           | 18  | 15             | 3                | 3  | 2         | 0            | 2         | 8          | 1                  | 0         | 0            | 0        | 2          |  |
| Service Workers                                | 5   | 2              | 3                | 2  | 0         | 0            | 0         | 0          | 3                  | 0         | 0            | 0        | 0          |  |
| <b>TOTAL</b>                                   | <b>699</b>  | <b>494</b>     | <b>205</b>       | <b>58</b>  | <b>32</b> | <b>4</b>     | <b>16</b> | <b>384</b> | <b>27</b>          | <b>13</b> | <b>0</b>     | <b>7</b> | <b>158</b> |  |
| 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<br><input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br><br>1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED<br>From: 10/1/17 To: 12/31/17   |   |   |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|  |  |                    |  |
|--|--|--------------------|--|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Joseph R. Miller | SIGNATURE<br> | TITLE<br>Secretary | DATE<br>MO   DAY   YEAR<br>9   25   2018 |
| 17. ADDRESS NO. & STREET<br>2348 Innovation Dr                         | CITY<br>Lexington  | COUNTY<br>Fayette  | STATE<br>KY                              |
| ZIP CODE<br>40511  | PHONE (AREA CODE, NO., EXTENSION)<br>859 - 410 - 8801  |                    |  |





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELTA T FANS CORPORATION  
**Trade Name:** BIG ASS FAN COMPANY  
**Address:** 2425 MERCHANT ST  
LEXINGTON, KY 40511-2601  
**Certificate Number:** 1266575  
**Effective Date:** September 22, 2006  
**Date of Issuance:** September 13, 2018

**For Office Use Only:**

20180913121153813

**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 DELTA, LLC dba BIG ABS FANS (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 DELTA, LLC dba BIG ABS FANS (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: DELTA, LLC dba BIG ABS FANS

Signed Ella Dunbar Title: Associate General Counsel

Print Name Ella Dunbar Date: 6 September 2018

Subscribed and sworn before me this 6<sup>th</sup> day of Sept., 2018. Ella Dunbar  
(Affiant)

My Commission expires: 8-30-20 Wilma M. Finck  
(Print name & title of affiant) (Corporate Seal)

Wilma M. Finck  
Notary Public, ID No. 564081  
State at Large, Kentucky  
My Commission Expires 8/30/2020

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no-later than 10 days prior to the award of the contract.

**Part I - Vendor Information**

|              |                              |        |       |
|--------------|------------------------------|--------|-------|
| Vendor Name: | Delta, LLC aka BRIGADES FANS |        |       |
| Address:     | 2546 Innovation Dr.          |        |       |
| City:        | Lexington                    | State: | KY    |
|              |                              | Zip:   | 40511 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Ella Dunbar      Ella Dunbar      Associate General Counsel  
 Signature                      Printed Name                      Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/10/2018

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

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


| <b>PRODUCER</b><br>J Smith Lanier & Co-Lexington<br>Marsh & McLennan Agency, LLC<br>P O Box 2030<br>Lexington, KY 40588 | <b>CONTACT NAME:</b> Karen Marshall<br><b>PHONE (A/C, No, Ext):</b> 800-796-3567<br><b>E-MAIL ADDRESS:</b> kmarshall@jsmithlanier.com   | <b>FAX (A/C, No):</b> 859-254-8020 |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
|---|---|------------------------------------|-------------------------------|--------|-------------------------------|-------|---|-------|--|-------|-------------|--|-------------|--|-------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance</td> <td>20281</td> </tr> <tr> <td>INSURER B : Kentucky Employers Mutual Insur</td> <td>10320</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Co</td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |                                    | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Federal Insurance | 20281 | INSURER B : Kentucky Employers Mutual Insur | 10320 | INSURER C : American Zurich Insurance Co | 40142 | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
| INSURER A : Federal Insurance   | 20281   |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
| INSURER B : Kentucky Employers Mutual Insur   | 10320   |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
| INSURER C : American Zurich Insurance Co  | 40142   |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
| INSURER D :   |   |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
| INSURER E :   |   |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |
| INSURER F :   |   |                                    |                               |        |                               |       |   |       |  |       |             |  |             |  |             |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDITIONAL SUBR INSR | POLICY NUMBER                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|----------------------|-------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Includes Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                      | 35913623                      | 12/01/2017              | 12/01/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |                      | 73591672                      | 12/01/2017              | 12/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000   |                      | 79856889                      | 12/01/2017              | 12/01/2018              | EACH OCCURRENCE \$20,000,000<br>AGGREGATE \$20,000,000<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N                  | 375480<br>"Kentucky"          | 12/01/2017              | 12/01/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000   |
| C        | Workers Comp   |                      | WC966848607<br>"Other States" | 12/01/2017              | 12/01/2018              | 500,000- Each Acc<br>500,000- Each Acc<br>500,000- Policy Limit   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Jersey City Division of Automotive<br>13 Linden Avenue E<br>Jersey City, NJ 07305 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|--|--|

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

**Part I - Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

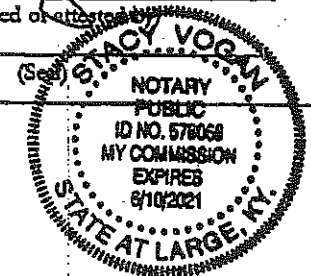
| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
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**Part 3 - Signature and Attestation:**

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: DELTA, LLC dba Big ASS Fans  
 Signature of Affiant: [Signature] Title: Associate General Counsel  
 Printed Name of Affiant: Ella Dunbar Date: 16 September 2018

Subscribed and sworn before me this 16 day of September, 2018  
 My Commission expires: 6/10/21  
 \_\_\_\_\_  
 (Witnessed or attested by)



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

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

Name of Organization: Delta T, LLC dba Big ASS Fans

Organization Address: 2340 Innovation Dr. Lexington KY 40511

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

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

Part II

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

OR

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

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

| Name of Individual or Business Entity      | Home Address (for Individuals) or Business Address |
|--|--|
| Windsay Goldberg LLC (private equity firm) |  |
| owns 100% of Delta T                       |  |
|  |  |
|  |  |

**Part IV CERTIFICATION**

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

|                    |                    |        |                           |
|--------------------|--------------------|--------|---------------------------|
| Full Name (Print): | Elia Dynbar        | Title: | Associate General Counsel |
| Signature:         | <i>Elia Dynbar</i> | Date:  | 6 September 2018          |

SIGNATURE: *Elia Dynbar*  
TITLE: Associate General Counsel

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY September 6 OF 2018  
Wilma M. Finck - Wilma M. Finck  
(TYPE OR PRINT NAME OF AFFLIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Kentucky  
MY COMMISSION EXPIRES: 2020

Wilma M. Finck  
Notary Public, ID No. 564081  
State at Large, Kentucky  
My Commission Expires 8/30/2020

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

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OFS NUMBER: \_\_\_\_\_

Proposer: \_\_\_\_\_

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury=s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder=s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

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

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

**PART 2**

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

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Name: _____                      | Relationship to Proposer: _____   |
| Description of Activities: _____ |                                   |
| Duration of Engagement: _____    | Anticipated Cessation Date: _____ |
| Proposer Contact Name: _____     | Contact Phone Number: _____       |

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

Full Name (Print): Ella Dunbar

*Ella Dunbar*  
Signature: \_\_\_\_\_

Title: Associate General Counsel

Date: 6 Sept 2018

*Notary - Wilma M. Finck*  
*Date - 9-6-18*

Wilma M. Finck  
Notary Public, ID No. 564081  
State at Large, Kentucky  
My Commission Expires 8/30/2020



**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Ella Dunbar, Associate General Counsel

Representative's Signature: Ella Dunbar

Name of Company: DELTA, LLC dba D19 ASS FANS

Tel. No.: 877-244-3267

Date: 6 September 2018

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

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

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

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

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

Representative's Name/Title (Print): Ella Dunbar, Associate General  
Representative's Signature: Ella Dunbar Counsel  
Name of Company: DEHAT, Inc. dba Eng BESTFAMS  
Tel. No.: 877-244-3267 Date: 10 September 2018

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

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

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

Business Name : DELTA T, LLC dba Big Ass Fans  
Address : 2340 Innovation Dr. Lexington KY 40511  
Telephone No. : 859 233 1271  
Contact Name : Eric Privins

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

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

Business Name: DETAT, LLC dba Big Ass Fans  
Address: 2340 Innovation Dr. Lexington KY 40511  
Telephone No.: 059 233 1271  
Contact Name: Eric Brivins

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. 18-912

Agenda No. 10.W

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. TO UPGRADE THE GENETEC SYNERGIS ACCESS CONTROL SOFTWARE FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE COMMUNICATIONS CENTER THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

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

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

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

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

**WHEREAS, Synergis is the IP access control system of the Security Center, Genetec's unified security platform. This system is critical to manage cardholders and visitors, and to restrict access to high-security areas. Synergis is designed with end-to-end IP connectivity for cost-cutting benefits such as requiring less wiring and allowing for a more efficient installation; and**

**WHEREAS, resolution 18-038 approved on January 10, 2018 authorized the City of Jersey City (City) to enter into a cooperative agreement with the Interlocal Purchasing System; and**

**WHEREAS, the Police Communications Center wishes to purchase upgrades for its security platform from Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 who is in possession of TIPS contract numbers 161202 and 170602; and**

**WHEREAS, the total amount of the contract is \$18,284.00; and**

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

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

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

1. A contract award to Millennium Communications Inc. in the amount of \$18,284.00 for upgrades to the Genetec Synergis security platform is authorized.
2. The term of the contract will be completed upon delivery of the goods and services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

City Clerk File No. Res. 18-912

Agenda No. 10.W OCT 10 2018

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. TO UPGRADE THE GENETEC SYNERGIS ACCESS CONTROL SOFTWARE FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE COMMUNICATIONS CENTER THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

|                          |             |                       |
|--------------------------|-------------|-----------------------|
| <u>Operating Account</u> | <u>PO #</u> | <u>Total Contract</u> |
| 01-201-25-271-310        | 130680      | \$18,284.00           |

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

10/10/18  
Date

PF/pv  
9/28/18

JMck  
10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED: HK  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. TO UPGRADE THE GENETEC SYNERGIS ACCESS CONTROL SOFTWARE FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE COMMUNICATIONS CENTER THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

**Initiator**

|                     |                   |                       |
|---------------------|-------------------|-----------------------|
| Department/Division | PUBLIC SAFETY     | COMMUNICATIONS CENTER |
| Name/Title          | Robert Baker, Sr. | Director              |
| Phone/email         | 201-547-5449      | rbakersr@njcps.org    |

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

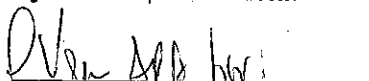
**Resolution Purpose**

Upgrade the existing Access Control System.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9-28-18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

9/28/18  
Date

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

City Clerk File No. Res. 18-038  
 Agenda No. 10.Z.8  
 Approved: JAN 10 2018



TITLE:

**RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to purchase goods, or to contract for services, through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Interlocal Purchasing System (TIPS) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, TIPS has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Interlocal Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Interlocal Purchasing System; and
2. Prior to making purchases or contracting for services through the Interlocal Purchasing System, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.
3. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

Approved by: Peter Fraga, Director of Purchasing Date December 28, 2017  
 REPO, OPA

PR/pw/BD

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.10.18 |     |     |      |               |     |     |      |               |     |        |      |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| RIDLEY  | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        |     | ABSENT |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |        |      |
| BOGGIANO  | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |        |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrns, City Clerk

86-8398477

BR 1-12-18



**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS)

**Initiator**

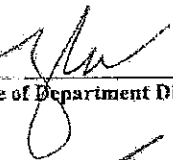
|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | ADMINISTRATION | PURCHASING          |
| Name/Title          | PETER FOLGADO  | DIRECTOR, QPA, RPPC |
| Phone/email         | 201.547.4896   | PETERF@ICNJ.ORG     |

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

**Resolution Purpose**

To acquire goods and services through the state-approved Interlocal Purchasing Cooperative (TIPS).  
The City has identified certain products for the Closed Circuit Television (CCTV) for the Division of Police that can be acquired at a significant cost savings through this co-op.

I certify that all the facts presented herein are accurate.

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

1/3/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

12/28/17  
\_\_\_\_\_  
Date

# The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



## Vendor Profile

Print Date 28 September 2018

Millennium Communications Group Inc

www.millenniuminc.com

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM >  
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER >  
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

|         | <u>PAYMENT TO</u>        | <u>TIPS CONTACT</u>     |
|---------|--------------------------|-------------------------|
| ADDRESS | 11 Melanie Lane, Unit 13 | NAME Meredith Barton    |
| CITY    | East Hanover             | PHONE (866) 839-8477    |
| STATE   | NJ                       | FAX (866) 839-8472      |
| ZIP     | 07936                    | EMAIL tips@tips-usa.com |

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

Maximum 4000 characters allowed. Executive Summary Millennium Communications Group Inc. provides advanced communication infrastructures utilizing fiber optics and integrated technology solutions across the public and private sectors. We will develop a technology

### SERVING STATES

NJ | NY | CT

### AWARDED CONTRACTS CFV (Call For Verification)

| Contract | Comodity  | Exp Date   | EDGAR |
|----------|---|------------|-------|
| 170306   | Technology Solutions, Products and Services           | 05/22/2020 | CFV   |
| 161101   | Interactive Presentation Systems                      | 02/27/2020 | CFV   |
| 161202   | Electronic Goods Appliances & Associated Goods & Svcs | 02/27/2020 | CFV   |
| 170203   | Security Systems Products and Services                | 04/23/2020 | CFV   |
| 170602   | Consulting and Other Related Services                 | 08/27/2020 | CFV   |

### CONTACTS BY CONTRACTS

#### Contract

161101

|                |                           |                |                             |
|----------------|---------------------------|----------------|-----------------------------|
| Pragnesh Amin  | Chief Information Officer | (973) 929-2543 | pamin@millenniuminc.com     |
| Keith Burkhard | Manager Security and      | (973) 929-2532 | kburkhard@millenniuminc.com |

| Contract | Comodity  | Exp Date   | EDGAR |
|----------|---|------------|-------|
| 180304   | Telephone and Communications Data Systems and Solutions | 05/31/2021 | Yes   |

**Contract**

161202

|                |                           |                |                             |
|----------------|---------------------------|----------------|-----------------------------|
| Pragnesh Amin  | Chief Information Officer | (973) 929-2543 | pamin@millenniuminc.com     |
| Keith Burkhard | Manager Security and      | (973) 929-2532 | kburkhard@millenniuminc.com |

170203

|                |                           |                |                             |
|----------------|---------------------------|----------------|-----------------------------|
| Pragnesh Amin  | Chief Information Officer | (973) 929-2543 | pamin@millenniuminc.com     |
| Keith Burkhard | Manager Security and      | (973) 929-2532 | kburkhard@millenniuminc.com |

170306

|                |                           |                |                             |
|----------------|---------------------------|----------------|-----------------------------|
| Pragnesh Amin  | Chief Information Officer | (973) 929-2543 | pamin@millenniuminc.com     |
| Keith Burkhard | Manager Security and      | (973) 929-2532 | kburkhard@millenniuminc.com |

170602

|                |                           |                |                             |
|----------------|---------------------------|----------------|-----------------------------|
| Pragnesh Amin  | Chief Information Officer | (973) 929-2543 | pamin@millenniuminc.com     |
| Keith Burkhard | Manager Security and      | (973) 929-2532 | kburkhard@millenniuminc.com |

180304

|                |                           |                |                             |
|----------------|---------------------------|----------------|-----------------------------|
| Pragnesh Amin  | Chief Information Officer | (973) 929-2543 | pamin@millenniuminc.com     |
| Keith Burkhard | Manager Security and      | (973) 929-2532 | kburkhard@millenniuminc.com |

0185272

*One Point of Contact.  
Endless Possibilities.*



SPIN #143007785  
Federal GSA #GS-35F-0220R  
NJ WSCA 87720  
HCESC TEC #06  
NJ State Contract / #T2989 / #88740  
Hunterdon County HCESC TEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

June 8<sup>th</sup>, 2018

Public Safety Communications & Technology Center  
73-85 Bishop St.  
Jersey City, NJ 07304  
Attn: Bob Baker

### **Re: Genetec Synergis Access Control Upgrade**

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to complete the following:

#### **Synergis Access Control Software:**

- (1) Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a SynergisTM, OmnicastTM, or AutoVuTM base package to enable access control, video, or LPR content respectively.
- (1) GSC Synergis Standard Package which includes: 1 Access Manager. Max. 64 readers, Max. 1 Access Manager, Max. 5 clients, Badge Designer.
- (1) RF Ideas pcProx Plus Enroll w/iCLASS Black USB Reader (includes USB enrollment reader connection license)
- (1) SMA for 1 Omnicast or Synergis Standard system – 1 year
- (1) Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmware, four RS-485 ports, PoE.
- (1) Small Enclosure Kit (unassembled). 21x23 inches/53.3x58.4 cm enclosure, lock/key, tamper, backplate, screws for backplate (including for Mercury and HID modules), battery cover and tamper.
- (1) 6A Power Supply Kit for America. 6A power supply/charger board (110VAC/60Hz, 12 VDC @ 6A output); Screws, standoffs and fuse assembly
- (1) Lock assembly replacement for Genetec Synergis enclosures
- (1) Backup Battery
- (22) RDR, RP40, MULTICLASS CARD READERS, SE E, LF STD, HF SIO/SEOS, WIEG, PIG, BLK, STD-2, LED RED, FLSH GRN, BZR ON, VAR BIT OUTPUT PER SIO, IPM OFF
- System Programming and set up of access groups, card holder groups & areas
- System / End user training- 1 Day
- Millennium will show customer how to add new credentials to the system and the end user will then add all additional existing or new users once training has been done

**Project Total: \$18,284.00**

Sincerely,  
**Keith P Burkhard**  
Manager, Security & Surveillance

*One Point of Contact.  
Endless Possibilities.*



SPIN #143007785  
Federal GSA #GS-35F-0220R  
NJ WSCA 87720  
HCESC TEC #06  
NJ State Contract / #T2989 / #88740  
Hunterdon County HCESC TEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

### **Standard Terms & Conditions**

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

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

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

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

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

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

Permits, fees and inspections are the responsibility of others.

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

Cancelled orders will incur a 30% restocking charge.

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

Materials are subject to change based on availability

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

Changes to this contract shall not affect above payment schedule.

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

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

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

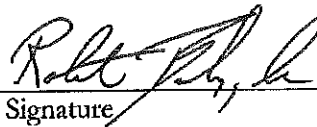
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Endless Possibilities.



SPIN #143007785  
Federal GSA #GS-35F-0220R  
NJ WSCA 87720  
HCESC TEC #06  
NJ State Contract / #T2989 / #88740  
Hunterdon County HCESC TEC #06  
Passaic County Co-Op 38PCCP  
PEPPM

**Customer Acceptance**

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

|   |                         |                 |               |
|---|-------------------------|-----------------|---------------|
|  | <i>Robert Baker, Sr</i> | <i>Director</i> | <i>8/7/18</i> |
| Signature   | Print Name              | Title           | Date          |

Please fax to (973) 503- 0111.









## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** September 28, 2018

**For Office Use Only:**

20180928145327197

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

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

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

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

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

**Part I – Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                    |
|------------------------------|---|
| Robert Ritchie               | 20 Gilbert Place, West Orange, NJ 07052         |
| Ronald Cassel                | 104 Elmwood Road, Verona, NJ 07044              |
| Kenneth McLaughlin           | 15 Woodland Avenue, Mountain Lakes, NJ 07046    |
| J. Fletcher Creamer, Jr.     | 682 Laurel Lane, Wyckoff, NJ 07481              |
| Glenn Creamer                | 175 Chestnut Ridge Road, Saddle River, NJ 07458 |
| Dale Creamer                 | 426 Airmont Avenue, Ramsey, NJ 07446            |
|                              |   |
|                              |   |
|                              |   |

**Part 3 – Signature and Attestation:**

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

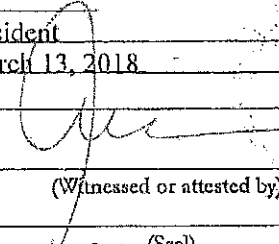
Name of Business Entity: Millennium Communications Group, Inc.

Signature of Affiant:  Title: President

Printed Name of Affiant: Robert Ritchie Date: March 13, 2018

Subscribed and sworn before me this 13<sup>th</sup> day of March, 2018

My Commission expires:

  
(Witnessed or attested by)  
Carlene Williams  
Notary Public of New Jersey  
ID#2201240  
My Commission Expires May 29, 2022

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

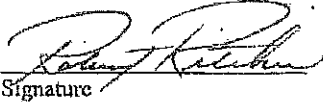
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                                       |        |       |
|--------------|---------------------------------------|--------|-------|
| Vendor Name: | Millennium Communications Group, Inc. |        |       |
| Address:     | 11 Melanic Lane, Unit 13              |        |       |
| City:        | East Hanover                          | State: | NJ    |
|              |                                       | Zip:   | 07936 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Robert Ritchie  
Printed Name

President  
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name    | Recipient Name | Date | Dollar Amount |
|---------------------|----------------|------|---------------|
| Nothing to declare. |                |      | \$            |
|                     |                |      |               |
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Check here if the information is continued on subsequent page(s)

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

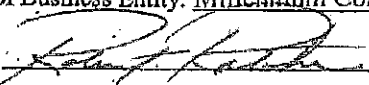
**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Millennium Communications Group, Inc.

Signed:  Title: President

Print Name: Robert Ritchie Date: March 13, 2018

Subscribed and sworn before me  
this 13<sup>th</sup> day of March, 2018.

My Commission expires: \_\_\_\_\_ (Affiant)

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

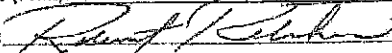
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

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

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 13, 2018

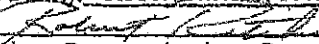
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Printed: Robert Ritchie, President  
Representative's Signature:   
Name of Company: Millennium Communications Group, Inc.  
Tel. No.: (973) 503-1313 Date: March 13, 2018

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

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

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



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

Andrew P. Sidamon-Eristoff  
State Treasurer



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

City Clerk File No. Res. 18-913

Agenda No. 10.X

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TURN OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF CROSSING GUARD UNIFORMS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

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

**WHEREAS**, the Police Division Crossing Guards need uniforms;

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Turn-Out Fire & Safety, Inc., 3468 John F. Kennedy Boulevard, Jersey City, New Jersey 07307 in the total amount of thirty nine thousand, nine hundred twenty six dollars (\$39,926.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Turn-Out Fire & Safety, Inc. to be the most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City ("City") is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Police Division has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

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

| Account           | PO #   | Total Contract |
|-------------------|--------|----------------|
| 01-201-25-240-215 | 130519 | \$39,926.00    |

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

1. A contract award to Turn-Out Fire & Safety, Inc. in the amount of \$39,926.00 for uniforms is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continued on page 2)

City Clerk File No. Res. 18-913  
Agenda No. 10.X OCT 10 2018

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TURN OUT FIRE & SAFETY INC. FOR THE PURCHASE AND DELIVERY OF CROSSING GUARD UNIFORMS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <b>Account</b>    | <b>PO #</b> | <b>Total Contract</b> |
| 01-201-25-240-215 | 130519      | \$39,926.00           |

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

Date: 10/2/18

PF/pv  
9/13/18  
JACK  
10/2/18

APPROVED: \_\_\_\_\_  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TURN OUT FIRE & SAFETY INC. FOR THE PURCHASE OF CROSSING GUARD UNIFORMS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**Initiator**

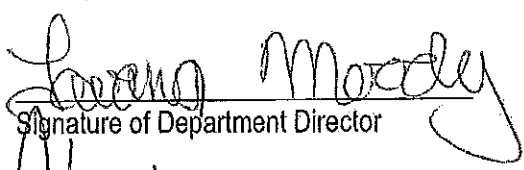
|                     |               |                          |
|---------------------|---------------|--------------------------|
| Department/Division | Public Safety | Police                   |
| Name/Title          | Tawana Moody  | Police Division Director |
| Phone/email         | 201-547-5769  | TMoody@njcps.org         |

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

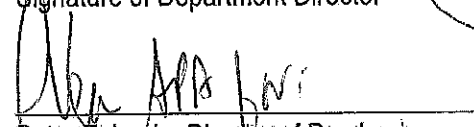
**Resolution Purpose**

FY 2018 Contract required uniforms.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/1/18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

10/2/18  
Date

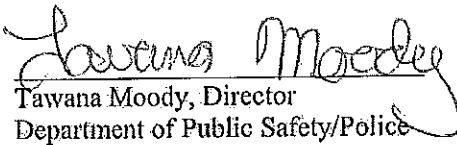
## DETERMINATION OF VALUE CERTIFICATION

I, Tawana Moody, of full age, hereby certify the following:

1. I am the Director of the Department of Public Safety/Division of Police.
2. The City needs to purchase a uniforms for the crossing guards.
4. The administration's recommendation is to award a contract to Turn-Out Fire & Safety, Inc.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

10/11/18

  
Tawana Moody, Director  
Department of Public Safety/Police

**JERSEY CITY POLICE DEPARTMENT  
DEPARTMENT REQUISITION**

Date: 8/28/2018

The following supplies are required for use at the School Traffic Guard Unit  
by : School Traffic Guards

X New Items

     Replacement items

| Quantity | Item Description   | Unit Cost | Approx Cost |
|----------|--|-----------|-------------|
| 250      | Green Gloves (Hi-Vis)  |           |             |
| 250      | White Gloves Sizes: Sm., Med., Lg., XLg                                      |           |             |
| 30       | Men's 8 Point Hat Make: Sentry White Crown w/blue visor                      |           |             |
| 50       | Women's Wave Hat Make Sentry White & Blue                                    |           |             |
| 250      | Baseball Blue Caps Blue-Caps w/ JCSTG Logo (weather resistant)               |           |             |
| 250      | Uniform Long-Slv Shirts Make: ELBECO or equal (65%Dacron & 35% Cotton)       |           |             |
| 250      | Uniform Shrt-Slv Shirts Make: ELBECO or equal (65%Dacron & 35% Cotton)       |           |             |
| 250      | Uniform Slacks Color: Navy Blue w/pockets & belt loops Make: ELBECO or Equal |           |             |
| 250      | Raincoats  |           |             |
| 250      | Safety Vests W/ JCPD School Traffic guard logo                               |           |             |
|          |  |           |             |
|          |  |           |             |
|          |  |           |             |
|          |  |           |             |
|          | <b>Approx Total</b>  |           |             |

Justification / Usage:

2018 Uniform Requisition for School Traffic Guards

Requested by: Cynthia Stone Unit Commander

Approved By: \_\_\_\_\_ District/Bureau Cmdr

[Signature] Division Commander

\_\_\_\_\_ Chief of Police

\_\_\_\_\_ Director of Police

QUOTATION ANALYSIS SHEET

| DATE              | 9/13/2018                   | VENDOR NAME |      | TURN-OUT |             | FITRITE  |        | ELBECO |        |
|-------------------|-----------------------------|-------------|------|----------|-------------|----------|--------|--------|--------|
| REQ. NO.          | R 0184547                   |             |      | FIRE     |             | UNIFORMS |        |        |        |
| DIV/DEPT          | POLICE                      |             |      | UNIT     | EXT         | UNIT     | EXT    | UNIT   | EXT    |
| ITEM #            | DESCRIPTION                 | QTY         | UNIT | COST     | AMT         | COST     | AMT    | COST   | AMT    |
| 1                 | GREEN GLOVES                | 250         | EA   | \$15.00  | \$3,750.00  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 2                 | WHITE GLOVES                | 250         | EA   | \$2.45   | \$612.50    | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 3                 | 8 POINT HAT                 | 30          | EA   | \$37.95  | \$1,138.50  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 4                 | WAVE HAT                    | 50          | EA   | \$30.00  | \$1,500.00  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 5                 | BASEBALL CAPS               | 250         | EA   | \$8.90   | \$2,225.00  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 6                 | LONG SLV SHIRTS             | 250         | EA   | \$33.95  | \$8,487.50  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 7                 | SHORT SLV SHIRTS            | 250         | EA   | \$31.95  | \$7,987.50  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 8                 | SLACKS                      | 250         | EA   | \$39.90  | \$9,975.00  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 9                 | RAINCOATS                   | 250         | EA   | \$17.00  | \$4,250.00  | \$0.00   | \$0.00 | \$0.00 | \$0.00 |
| 10                |                             |             | EA   |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| 11                | FITRITE NO BID SEE E-MAIL   |             | EA   |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| 12                |                             |             | EA   |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| 13                | ELBECO DOES NOT SELL DIRECT |             | EA   |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| 14                | MUST USE DEALER             |             | EA   |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| 15                |                             |             | EA   |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| SUB-TOTAL         |                             |             |      |          | \$39,926.00 |          | \$0.00 |        | \$0.00 |
| SHIPPING/HANDLING |                             |             |      |          | \$0.00      |          | \$0.00 |        | \$0.00 |
| TOTAL             |                             |             |      |          | \$39,926.00 |          | \$0.00 |        | \$0.00 |

BUYER'S NOTES:

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0184547

JERSEY CITY NJ 07307

Requisition

Vendor  
TURN-OUT FIRE & SAFETY, INC.  
3498 JFK BOULEVARD  
JERSEY CITY NJ 07307

Dept. Bill To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

Dept. Ship To  
JCPD / STG UINT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

Contact Info  
CYNITHIA  
2015476669

TU858360

LS  
7/30

| Quantity | UOM | Description   | Account           | Unit Price | Total    |
|----------|-----|---|-------------------|------------|----------|
| 50.00    | EA  | COATS<br>WINTER COATS : SIZES SMALL TO 4XL , MUST ANSI 3<br>COMPLIANT MAKE 5.11 MODEL 48033 OR EQUAL , BACK OF<br>COAT LETTERING IN BLACK JERSEY CITY TRAFFIC GUARD | 01-201-25-240-215 |            | -        |
| 250.00   | EA  | GLOVES<br>GREEN GLOVES ( HI - VIS )   | 01-201-25-240-215 | 15.00      | 3750.00  |
| 250.00   | EA  | GLOVES<br>WHITE GLOVES SIZES SM , MED , LG , XLG  | 01-201-25-240-215 | 2.45       | 612.50   |
| 250.00   | EA  | PLASTIC<br>BLACK PLASTIC WHISTLE & CHAINS   | 01-201-25-240-215 |            | -        |
| 500.00   | EA  | BADGES<br>UNIFORM BADGES ( W/ J.C SCHOOL TRAFFIC GUARD )<br>FOR SHIRTS  | 01-201-25-240-215 |            | -        |
| 50.00    | EA  | BADGES<br>NUMBERED BADGES ( # 940 - 988 )   | 01-201-25-240-215 |            | -        |
| 50.00    | EA  | HAT<br>MEN'S 8 POINT HAT MAKE : SENTRY WHITE CROWN<br>W/BUE VISOR   | 01-201-25-240-215 | 37.95      | 1138.50  |
| 50.00    | EA  | HAT<br>WOMEN'S WAVE HAT MAKE SENTRY - WHITE & BLUE  | 01-201-25-240-215 | 30.00      | 1500.00  |
| 250.00   | EA  | CAPS<br>BASEBALL BLUE CAPS BLUE CAPS W/ICSTG LOGO<br>( WEATHER RESISTANT )  | 01-201-25-240-215 | 8.90       | 2225.00  |
| 250.00   | EA  | SHIRTS<br>UNIFORM LONG - SLV SHIRTS ( MAKE: ELSECO OR EQUAL<br>65% DACRON & 35% COTTON  | 01-201-25-240-215 | 33.95      | 8487.50  |
| 250.00   | EA  | SHIRTS<br>UNIFORM SHIRT - SLV SHIRTS: MAKE: ELSECO OR EQUAL<br>65% DACRON & 35% COTTON  | 01-201-25-240-215 | 31.95      | 7987.50  |
| 250.00   | EA  | SLACKS<br>UNIFORM SLACKS COLOR : NAVY BLUE W/POCKETES<br>& BELT LOOPS MAKE : ELSECO OR EQUAL  | 01-201-25-240-215 | 39.90      | 9975.00  |
| 250.00   | EA  | RAINCOATS<br>RAINCOATS  | 01-201-25-240-215 | 17.00      | 4250.00  |
|          |     |   |                   |            | 39926.00 |

9314LC  
P801  
P812  
RAIDERS

Requisition Total

Req. Date: 07/28/2018

Requested By: MONIQUEB

Buyer Id:

Approved By: 

This Is Not A Purchase Order



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TURN OUT FIRE & SAFETY, INC.

**Trade Name:**

**Address:** 3468 KENNEDY BLVD  
JERSEY CITY, NJ 07307-4112

**Certificate Number:** 0101743

**Effective Date:** October 11, 2001

**Date of Issuance:** September 13, 2018

**For Office Use Only:**

20180913122942883



**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), (s) and (t).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavatro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder                                 | Home Address |
|--|--------------|
| Joseph Chiusolo<br>152 Eileen Drive<br>Cedar Grove, NJ 07009 |              |
|  |              |
|  |              |
|  |              |
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|  |              |

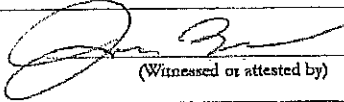
**Part 3 - Signature and Attestation:**

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: TEAR OUT THE TOP  
 Signature of Affiant: [Signature] Title: Partner  
 Printed Name of Affiant: Joseph Chiusolo Date: 9-16-18

Subscribed and sworn before me this 16<sup>th</sup> day of September, 2018

My Commission expires: \_\_\_\_\_

  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

*Janet R. Bosi*  
 Attorney-at-law  
 State of New Jersey

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

**Part I - Vendor Information**

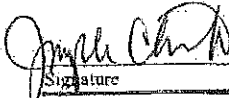
|              |
|--------------|
| Vendor Name: |
| Address:     |
| City:        |

**Turn Out Fire & Safety, INC.**

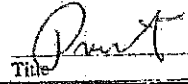
3468 Kennedy Blvd  
Jersey City, NJ 07307  
201-963-9312 ph  
201-963-9314 fax.

|  |
|--|
|  |
|  |
|  |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

  
\_\_\_\_\_  
Signature

Joseph Chiusolo  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount<br>\$ |
|------------------|----------------|------|---------------------|
|                  |                |      |                     |
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NO RE

Check here if the information is continued on subsequent page(s)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that TRAV OUT ARE / SAFETY (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 TRAV OUT ARE + SAFETY (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: TRAV OUT ARE + SAFETY, INC

Signed: [Signature] Title: Pres

Print Name: Joseph Chush Date: 9-16-18

Subscribed and sworn before me  
this 16 day of Sept 2018  
My Commission expires:

Jared Bos  
(Affiant)

(Print name & title of affiant) (Corporate Seal)  
Jared F. Bos  
Attorney-at-Law

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Joseph Churso

Representative's Signature: [Signature]

Name of Company: Fire + Safety, Inc

Tel. No.: 201 963 9312 Date: 9-16-18

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

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

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

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

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

Representative's Name/Title Print: Joseph Chivusa TD  
Representative's Signature: [Signature]  
Name of Company: TUWON or ARE SAU  
Tel. No.: 2014634312 Date: 9/16/18

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

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

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

Business Name : \_\_\_\_\_ Turn Out Fire & Safety, INC. \_\_\_\_\_  
Address : \_\_\_\_\_ 3468 Kennedy Blvd \_\_\_\_\_  
Jersey City, NJ 07307 \_\_\_\_\_  
Telephone No. : \_\_\_\_\_ 201-963-9312 ph \_\_\_\_\_  
201-963-9314 fax \_\_\_\_\_  
Contact Name : \_\_\_\_\_ Joseph H. Chivoldo \_\_\_\_\_

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TURN OUT FIRE & SAFETY, INC.

**Trade Name:**

**Address:** 3468 KENNEDY BLVD  
JERSEY CITY, NJ 07307-4112

**Certificate Number:** 0101743

**Effective Date:** October 11, 2001

STATE OF NEW JERSEY  
SALES TAX CERTIFICATE OF AUTHORITY  
URBAN ENTERPRISE ZONES ACT  
DIVISION OF TAXATION

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT: motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See, N.J.A.C. 18:24-31.4.

TURN OUT FIRE & SAFETY, INC.  
3468 KENNEDY BLVD  
JERSEY CITY NJ 07307-4112

000021403  
xxx-xxx-883/000  
03/01/17 TO 02/28/18  
This Permit is NOT assignable or transferable

UZ-2  
03-17-0008492

Certification

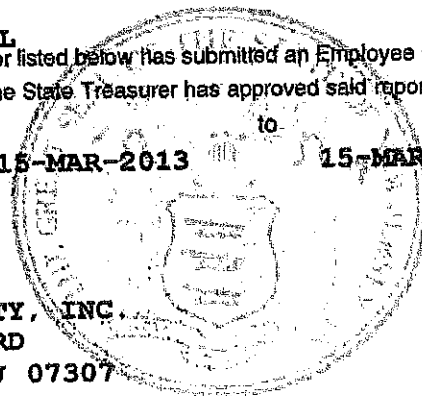
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT<sup>994</sup>

**RENEWAL**

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

15-MAR-2013 to 15-MAR-2020

TURN OUT FIRE & SAFETY, INC.  
3468 KENNEDY BOULEVARD  
JERSEY CITY NJ 07307

  
Andrew P. Sidamon-Eristoff  
State Treasurer

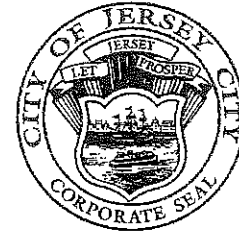
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-914

Agenda No. 10.Y

Approved: OCT 10 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEYSTONE PLASTICS INC. FOR THE PURCHASE AND DELIVERY OF VARIOUS STREET SWEEPER BROOMS FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE MAINTENANCE DIVISION

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

**WHEREAS**, the Division of Automotive Maintenance needs to purchase brushes for its street sweepers; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Keystone Plastics Inc., 3451 South Clinton Avenue, South Plainfield, New Jersey 07080 in the total amount of twenty two thousand dollars (\$22,000.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Keystone Plastics Inc., Inc. to be the most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City ("City") is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Division of Automotive Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

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

| Account           | PO #   | Total Contract |
|-------------------|--------|----------------|
| 01-201-26-315-310 | 130655 | \$22,000.00    |

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

1. A contract award to Keystone Plastics Inc. in the amount of \$22,000.00 for street sweeper brushes is authorized.
2. The term of the contract shall be effective October 11, 2018 through December 31, 2018.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continued on page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEYSTONE PLASTICS INC. FOR THE PURCHASE AND DELIVERY OF VARIOUS STREET SWEEPER BROOMS FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE MAINTENANCE DIVISION**

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <b>Account</b>    | <b>PO #</b> | <b>Total Contract</b> |
| 01-201-26-315-310 | 130655      | \$22,000.00           |

Approved by: Peter Folgado  
 Peter Folgado, Director of Purchasing  
 RPPQ, QPA

September 27, 2018  
 Date

PF/pv  
 9/26/18  
 JMK  
 10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Rolando E. Laverro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KEYSTONE PLASTICS INC. FOR THE PURCHASE AND DELIVERY OF VARIOUS STREET SWEEPER BROOMS FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

**Project Manager**

| Department/Division | DPW                            | Automotive                                |
|---------------------|--------------------------------|---|
| Name/Title          | Hector Ortiz<br>Martin Valenti | Asst. DPW Director<br>Automotive Director |
| Phone/email         | 201-547-4400<br>201-547-4422   | ortizh@icnj.org<br>mvalenti@icnj.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 various brooms for the street sweepers
- ⚡ There are 22 street sweepers in the fleet.
- ⚡ DPW spent \$60,000.00 in 2017 with Newark Brush and \$30,000.00 in 2018. United Rotary acquired Newark Brush in May 2018 where DPW spent \$13,000.00 with United Rotary.
- ⚡ This contract is for \$22,000.00 with another company (Keystone Plastics) because the delivery time is faster.

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

01-201-26-315-310 (Automotive Operating)  
Total Contract amount =\$22,000.00

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

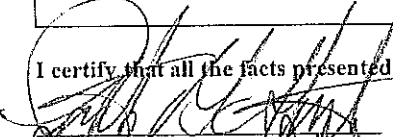
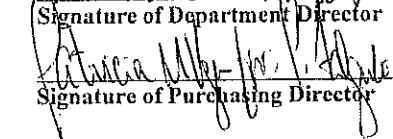
Contract is valid until December 31, 2018.

Type of award **Non-Fair and Open**

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director  
  
 Signature of Purchasing Director

9/27/18  
Date  
9/21/18  
Date


## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for various brooms for the street sweepers.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Keystone Plastics, Inc.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

9/27/18

  
Patrick G. Stamato, DPW Director

QUOTE ANALYSIS - CITY HALL ANNEX

| P.O. NO. |                        | KEYSTONE PLASTICS |      |           |           | UNITED ROTARY |           | WE TIMMERMAN |           |
|----------|------------------------|-------------------|------|-----------|-----------|---------------|-----------|--------------|-----------|
| REQ. NO. |                        |                   |      |           |           |               |           |              |           |
| DIV/DEPT |                        |                   |      |           |           |               |           |              |           |
| ITEM #   | DESCRIPTION            | QTY               | UNIT | UNIT COST | EXT AMT   | UNIT COST     | EXT AMT   | UNIT COST    | EXT AMT   |
| 1        | SWEEPER BROOMS/BRUSHES | 1                 | EA   | \$ 462.50 | \$ 462.50 | \$ 493.92     | \$ 493.92 | \$ 742.90    | \$ 742.90 |
| 2        |                        |                   |      |           |           |               | \$ -      |              |           |
| 3        |                        |                   |      |           |           |               |           |              |           |
| 4        |                        |                   |      |           |           |               |           |              |           |
| 5        |                        |                   |      |           |           |               |           |              |           |
| 6        |                        |                   |      |           |           |               |           |              |           |
| 7        |                        |                   |      |           |           |               |           |              |           |
| 8        |                        |                   |      |           |           |               |           |              |           |
| 9        |                        |                   |      |           |           |               |           |              |           |
| 10       |                        |                   |      |           |           |               |           |              |           |
| 11       |                        |                   |      |           |           |               |           |              |           |
| 12       |                        |                   |      |           |           |               |           |              |           |
| 13       |                        |                   |      |           |           |               |           |              |           |
| 14       |                        |                   |      |           |           |               |           |              |           |
|          |                        | SUB-TOTAL         |      |           | \$ 462.50 |               | \$ 493.92 |              | \$ 742.90 |
|          |                        | SHIPPING/HANDLING |      |           | \$ -      |               | \$ -      |              | \$ -      |
|          |                        | TOTAL             |      |           | \$ 462.50 |               | \$ 493.92 |              | \$ 742.90 |

NOTES:

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**KEYSTONE PLASTICS, INC.**  
 3451 SOUTH CLINTON AVENUE  
 SO. PLAINFIELD, NJ 07080  
 Phone: 908-561-1300 Fax: 908-561-5189  
 E-Mail: orders@kpbrush.com  
 Website: www.kpbrush.com

**QUOTE**

**Customer Copy**

|          |          |
|----------|----------|
| Quote No | 13812    |
| Date     | 08/06/18 |
| Page No  | 1        |
|          |          |
|          |          |

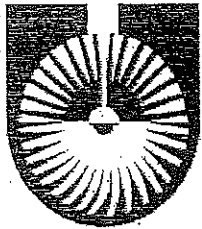
|                |   |                |  |
|----------------|---|----------------|--|
| <b>Sold To</b> | JERSEY CITY) AUTOMOTIVE<br>13-15 LINDEN AVE EAST<br>2ND FLOOR<br>JERSEY CITY, NJ 07305<br><br>201-432-4645 Fax 201-985-8037 | <b>Ship To</b> | JERSEY CITY) AUTOMOTIVE<br>13-15 LINDEN AVE EAST<br>2ND FLOOR<br>JERSEY CITY, NJ 07305 |
|----------------|---|----------------|--|

|                 |          |                 |            |                 |             |
|-----------------|----------|-----------------|------------|-----------------|-------------|
| <b>Cust</b>     | JER1234  | <b>Ship via</b> |            | <b>Ord. No.</b> | 13812       |
| <b>Salesman</b> | JM       | <b>PG No.</b>   | BROOM QUOT | <b>Terms</b>    | NET 30 DAYS |
| <b>Ord date</b> | 08/06/18 |                 |            |                 |             |

| Quantity | Unit | Item Number | Description   | Price  | Unit | Extension |
|----------|------|-------------|---|--------|------|-----------|
| 1        | EACH | 30132BK     | TUBE BROOM 66" W/PLATES<br>POLY (BLACK) JERSEY CITY | 375.00 | EACH | 375.00    |
| 1        | SET  | 30554       | GUTTER BROOM 250KP<br>ELGIN (4) SECTION 7873221     | 87.50  | SET  | 87.50     |

The above quotation is valid for 45 days from above date.

|             |        |
|-------------|--------|
| Quote Total | 462.50 |
|             |        |
|             |        |



**UNITED**  
ROTARY BRUSH CORPORATION

**QUOTATION**

Jersey City DPW  
13-15 Linden Ave East  
Jersey City, NJ 07305

Quote Number: 39947  
Quote Date: 08/05/2018  
Quote Expires: 09/05/2018  
F.O.B. PPD/OE  
Terms: Net 30  
Lead Time:  
Sales Rep Contact: Matt Stewart

Account ID: 64478

| URB Part Number | Description                          | Qty | Unit Price | Extended Price |
|-----------------|--------------------------------------|-----|------------|----------------|
| 21-083666ELPD   | ELGIN POLY TB 8.5 X 66 W/DRIVE PLATE | 1   | \$407.68   | \$407.68       |
| 41-PATELP4      | BLUE STEEL 4 SEG PLAS BACK GB STD    | 1   | \$86.24    | \$86.24        |
|                 |                                      |     |            | \$493.92       |

We show your contact information as:

Phone: 201-723-9021  
Fax:  
Email: [strikowskyl@icnj.org](mailto:strikowskyl@icnj.org)

Terms and Conditions, are available at [www.united-rotary.com/termsandconditions](http://www.united-rotary.com/termsandconditions)

CENTRAL U.S.  
15607 W 100th Terrace  
Lenexa, KS 65219  
913-888-8450  
Fax: 913-641-8310  
800-851-5108

EASTERN U.S.  
8150 Business Way  
Plain City, OH 43064  
937-644-3515  
Fax: 937-642-3652  
800-851-5108

WESTERN U.S.  
2444 Station Drive, Ste C  
Stockton, CA 95215  
209-744-4200  
Fax: 209-744-2904  
800-851-5108

WESTERN U.S.  
181 Pawnee Ste B  
San Marcos, CA 92078  
760-591-4025  
Fax: 760-591-9573  
800-342-4353

WESTERN U.S.  
688 New York Drive  
Pomona, CA 91768  
909-629-9117  
Fax: 909-620-9266  
800-494-7372

CANADA  
190 Saunders Road  
Barrie, ON L4N 9A2  
705-737-3519  
Fax: 705-737-3369  
800-453-6292

Quote

W. E. TIMMERMAN CO., INC  
 3554 ROUTE 22 WEST  
 PO BOX 71  
 WHITEHOUSE, NJ 08888  
 Ph: (908) 534-4126  
 Fx: (908) 534-2320



Order Number: 0177613

Order Date: 8/7/2018

Customer Number: JCDPW

Sold To:  
 JERSEY CITY DPW  
 ACCOUNTS PAYABLE  
 13-15 LINDEN AVE E  
 JERSEY CITY, NJ 07305

Ship To:  
 JERSEY CITY DPW  
 ACCOUNTS PAYABLE  
 13-15 LINDEN AVE E  
 JERSEY CITY, NJ 07305

Confirm To:

| Customer P.O.       | Ship VIA | F.O.B. | Terms    |
|---------------------|----------|--------|----------|
| BROOM QUOTE - STATE |          |        | NO TERMS |

| CONTRACT<br>Item Number   | Unit | Ordered   | Shipped | Back Order | Price  | Amount |
|---|------|-----------|---------|------------|--------|--------|
| ELGIN PELICAN BROOMS  |      |           |         |            |        |        |
| SAVER SWEEP SIDE BROOM, PLASTIC SEGMENT SET (4), 17 WIRE PER HOLE, STEEL WIRE   |      |           |         |            |        |        |
| 7873221   | EACH | 4.00      | 0.00    | 0.00       | 96.00  | 384.00 |
| SB SEGMENT SET - (4) 17 WIRE  |      | Whse: 000 |         |            |        |        |
| NOTE DUAL MACHINES TAKE 2 SETS  |      |           |         |            |        |        |
| MAIN BROOM, 66 INCH SINGLE WRAP, 36" OD, 8" ID, 204 LBS, END WRAP 4 TO 5, VIRGIN POLPROPYLENE, MAIN BROOM WRAPS 79 (+/-2), NEED |      |           |         |            |        |        |
| 7873201   | EACH | 1.00      | 0.00    | 0.00       | 358.90 | 358.90 |
| SINGLE WRAP MAIN BROOM 66   |      | Whse: 000 |         |            |        |        |
| RULE OF THUMB 4 SETS OF SIDE BROOM PER MAIN BROOM ON DUAL MACHINES  |      |           |         |            |        |        |
| NOTE: MAIN BROOM NEEDS CENTER CORE TO MEET ELGIN SPECS  |      |           |         |            |        |        |
| FREE DELIVERY TO JC DPW YARD  |      |           |         |            |        |        |

Net Order: 742.90  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 742.90**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** KEYSTONE PLASTICS, INC. OF NEW YORK  
**Trade Name:** KEYSTONE PLASTICS INC  
**Address:** 3451 S CLINTON AVE  
SOUTH PLAINFIELD, NJ 07080-1303  
**Certificate Number:** 0945492  
**Effective Date:** October 18, 2002  
**Date of Issuance:** September 26, 2018

**For Office Use Only:**

20180926142505832



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

**Part I - Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarno for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                |
|------------------------------|---|
| Marvin Naffal                | 2 Deermot Rd, Montague NJ 07827             |
| Frances Gould                | 2 Deermot Rd, Montague NJ 07827             |
| Michael Naffal               | 81 Briar Way, Nesquehoning Station NJ 08823 |
|                              |   |
|                              |   |
|                              |   |
|                              |   |
|                              |   |

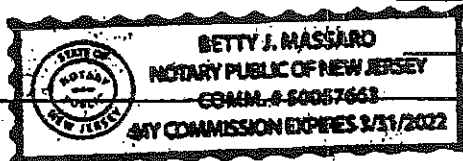
**Part 3 - Signature and Attestation:**

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: Keystone Plastics Inc.  
Signature of Affiant: Michael Naffal Title: Vice President  
Printed Name of Affiant: Michael Naffal Date: 9-24-18

Subscribed and sworn before me this 24 day of September 2018

My Commission expires:



Betty J. Massaro  
(Witnessed or attested by)

(Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                          |        |    |
|--------------|--------------------------|--------|----|
| Vendor Name: | Keystone Pastas Inc.     |        |    |
| Address:     | 345 South Clinton Avenue |        |    |
| City:        | South Plainfield         | State: | NJ |
| Zip:         | 07080                    |        |    |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*Michael Naftal* Signature      Michael Naftal      Printed Name      Vice President      Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
| - None -         |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Keystone Plastics Inc (name of business entity) has not made any reportable contributions in the <sup>\*\*</sup>one-year period preceding 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Keystone Plastics Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Keystone Plastics Inc

Signed Michael Naffal Title: Vice President

Print Name: Michael Naffal Date: 9-24-18

Subscribed and sworn before me  
this 24 day of Sept, 2018  
My Commission expires:

Brian Naffal  
(Affiant)  
Brian Naffal Treasurer  
(Print name & title of affiant) (Corporate Seal)

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Michael Dattal - Vice President

Representative's Signature: 

Name of Company: Keystone Plastics Inc.

Tel. No.: 908-561-1300 Date: 9-24-18

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: Michael Nagtal - Vice President  
Representative's Signature: [Signature]  
Name of Company: Keystone Plastics Inc.  
Tel. No.: 908-561-1300 Date: 9-29-18

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
CEO Monitoring Program

EMPLOYER 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 CEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.LaborLaw.com/ceomonitoring> from/Name/pdf/aa302form.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY \_\_\_\_\_ 2. TYPE OF BUSINESS  
 1. MFG  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER \_\_\_\_\_ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY **113**

4. COMPANY NAME  
**Keystone Plastics Inc.**

5. STREET CITY COUNTY STATE ZIP CODE  
**3451 South Clinton Ave. South Plainfield Middlesex New Jersey**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE  
**07080**

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT \_\_\_\_\_

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

| Order Rec Only | DATE RECEIVED | VALID 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 AFTER-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES   |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |        |          |              |       |          |   |  |   |
|--|---|----------------|------------------|--|----------|--------------|-------|----------|--------|----------|--------------|-------|----------|---|--|---|
|  | COL. 1<br>TOTAL<br>(Col. 2 + 3)   | COL. 2<br>MALE | COL. 3<br>FEMALE | MALE   |          |              |       |          | FEMALE |          |              |       |          |   |  |   |
|  |   |                |                  | BLACK  | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK  | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |   |  |   |
| Officals/Managers                              | 10  | 6              | 4                |  | 1        |              |       |          | 5      |          |              |       |          |   |  | 4 |
| Professionals                                  | 1   | 1              |                  |  |          |              |       |          | 1      |          |              |       |          |   |  |   |
| Technicians                                    | 2   | 2              |                  |  | 2        |              |       |          |        |          |              |       |          |   |  |   |
| Sales Workers                                  | 3   | 1              | 2                |  |          |              |       |          | 1      |          |              |       |          |   |  | 2 |
| Office & Clerical                              | 4   |                | 4                |  |          |              |       |          |        |          |              |       |          | 1 |  | 3 |
| Craftworkers (Skilled)                         | 23  | 23             |                  |  | 20       |              | 1     | 2        |        |          |              |       |          |   |  |   |
| Operators (Semi-skilled)                       | 18  | 18             |                  |  | 18       |              |       |          |        |          |              |       |          |   |  |   |
| Laborers (Unskilled)                           | 43  | 43             |                  |  | 43       |              |       |          |        |          |              |       |          |   |  |   |
| Service Workers                                | 9   | 9              |                  |  | 6        |              |       | 3        |        |          |              |       |          |   |  |   |
| TOTAL  | 113   | 103            | 10               |  | 90       |              | 1     | 12       |        |          |              |       |          | 1 |  | 9 |
| 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?  
 1. Visual Survey  2. Employment Record  3. Other (Specify) \_\_\_\_\_

14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES  2. NO

13. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR

11. DATES OF PAYROLL PERIOD USED  
 From: **9-16-18** To: **9-20-18**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE  
**Michael Naftal** *Michael Naftal* **President** **9/24/2018**

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)  
**3451 South Clinton Ave. South Plainfield Middlesex NJ 07080**

**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 : Keystone Plastics Inc  
Address : 3451 South Clinton Ave., South Plainfield NJ 07080  
Telephone No. : 908-561-1300  
Contact Name : Michael Naftal

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

City Clerk File No. Res. 8-915

Agenda No. 10.Z

Approved: OCT 10 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMBER AIR INC. FOR THE PARTS AND REPAIRS TO THE REFRIGERATION PLANT AT THE PERSHING FIELD ICE RINK FOR THE DEPARTMENT OF PUBLIC WORKS, BUILDINGS AND STREET MAINTENANCE

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

**WHEREAS**, parts and repairs to the refrigeration plant at the Pershing Field ice rink are necessary due to refrigerant leaks; and

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited two quotes, including one from Amber Air Inc., 702 Rahway Avenue, Union, New Jersey 07083 in the total amount of thirty six thousand, two hundred eighty six dollars and thirty eight cents (\$36,286.38); and

**WHEREAS**, the Purchasing Director believes the proposal of Amber Air Inc., Inc. to be the most advantageous, price and other factors considered; and

**WHEREAS**, the City of Jersey City ("City") is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Department of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

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

| Account           | PO #   | Total Contract |
|-------------------|--------|----------------|
| 01-201-26-290-314 | 130681 | \$36,286.38    |

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

1. A contract award to Amber Air Inc. in the amount of \$36,286.38 for parts and repairs to the refrigeration plant at the Pershing Field ice rink is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continued on page 2)




TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMBER AIR INC. FOR THE PARTS AND REPAIRS TO THE REFRIGERATION PLANT AT THE PERSHING FIELD ICE RINK FOR THE DEPARTMENT OF PUBLIC WORKS, BUILDINGS AND STREET MAINTENANCE**

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <b>Account</b>    | <b>PO #</b> | <b>Total Contract</b> |
| 01-201-26-290-314 | 130681      | \$36,286.38           |


Approved by:  10/11/18  
 Peter Folgado, Director of Purchasing  
 RPPO, QPA  
 Date


PF/pv  
9/28/18

JMK  
10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

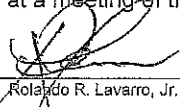
**APPROVED 9-0**

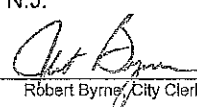
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMBER AIR INC. FOR THE PARTS AND REPAIRS TO THE REFRIGERATION PLANT AT THE PERSHING FIELD ICE RINK FOR THE DEPARTMENT OF PUBLIC WORKS / BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

|                     |                              |                                  |
|---------------------|------------------------------|----------------------------------|
| Department/Division | DPW                          | Buildings and Street Maintenance |
| Name/Title          | Douglas Carlucci             | Director                         |
| Phone/email         | 201-547-4432<br>201-390-2541 | DCarlucci@jcnj.org               |

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

**Contract Purpose**

The purpose of this resolution is to:

- ⚡ There is a need for repairs and Freon gas at the Pershing Field Ice Rink due to refrigerant leaks.
- ⚡ Includes replacing oil cover gaskets, tower belt, and 2-inch ball valve.
- ⚡ 1,600 pounds of Freon is needed.

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

01-201-26-290-314 (Buildings Operating)  
Total Contract Amount =\$36,286.38

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

One time repair.

Type of award

Non-Fair and Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

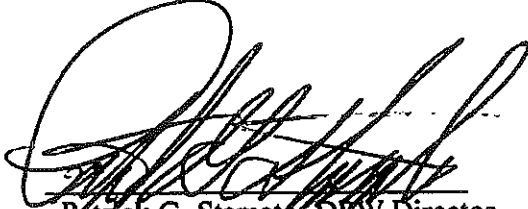
Date

## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for repairs and Freon gas at the Pershing Field Ice Rink.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Amber Air.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10/1/18  
Date

  
Patrick G. Stamato, DFW Director

## Silendra Bajnauth

---

**From:** Douglas Carlucci  
**Sent:** Wednesday, September 26, 2018 5:47 PM  
**To:** Silendra Bajnauth  
**Cc:** Hector Ortiz; Patrick Stamato; Arthur J. Williams  
**Subject:** Pershing Field Ice Rink service  
**Attachments:** Scan0025.pdf; Pershing Field Ice Rink Repairs Proposal.pdf

Good evening--

As previously discussed, the ice rink refrigeration plant at Pershing Field needs to be recharged due to a leak at the end of the last season. Attached are quotes from Amber Air and Pennetta Industrial Automation for this service plus routine maintenance that is needed on the system.

The numbers are:

Amber Air: \$36,386.38

Pennetta: \$58,500

Both companies were given an identical scope of work. I apologize for the delay, but I have been waiting for Pennetta to provide a competing quote.

Thank you.

# AMBER AIR INC.

P-908-686-2646 F-908-686-0776 e-mail: amberairinc@gmail.com

To: DOUG CARLUCCI  
From: PAUL CONNELL  
Date: SEPTEMBER 13, 2018  
Subject: PERSHING FIELD ICE RINK.  
Pages: 1, including this

PER YOUR REQUEST, BELOW IS A BREAKOUT OF REPAIRS REQUIRED PRIOR TO OPERATION OF THE ICE RINK. THESE REPAIRS MUST BE MADE DUE TO REFRIGERANT LEAKS FROM THE BALL VALVE AND SOLENOID VALVE. ADDITIONALLY, THE OIL COVER GASKETS MUST BE REPLACED. ONCE COMPLETE, THE ANNUAL OIL CHANGE OF THE COMPRESSORS AND TOWER BELT REPLACEMENT IS STILL NEEDED. ONCE THE SYSTEM IS FREE OF LEAKS IT MUST BE PRESSURIZED FOR VERIFICATION. AT THIS POINT THE FREON CHARGE CAN BE DONE. THE MANUFACTURER SPEC FOR SYSTEM FREON IS 800 LBS. PER CIRCUIT X 2 = 1600 LBS. TOTAL. GLYCOL WILL BE ADDED TO THE SYSTEM AND SPARE LEFT AS SITE AS DONE IN PAST. BELOW IS THE BUDGET BASED ON CONTRACT LABOR RATE AND MARKUP.

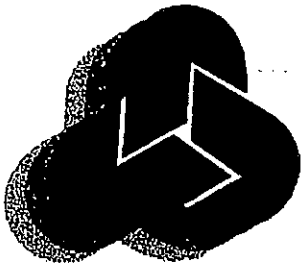
## MATERIAL

2" BALL VALVE , SOLENOID VALVE REBUILD KIT, 2-BX 97 BELTS, 2- BX105 BELTS, OIL COVER GASKETS, NITROGEN, GLYCOL, FILTER DRIERS FOR 4 COMPRESSORS, COMPRESSOR OIL AND FREON.

## BUDGET LISTED

|   |            |             |
|---|------------|-------------|
| MATERIAL  | \$ 2494.78 |             |
| FREON - 1600 LBS ( \$ 12.50/LB IN 125 POUND CYLINDERS - CURRENT MARKET RATE CANNOT GUARANTEE) | 20312.50   |             |
| TOTAL   | \$22807.28 |             |
| 20% CONTRACT M/U  | 4561.46    |             |
| MATERIAL TOTAL  |            | \$ 27368.72 |
| FREIGHT EST   |            | 175.00      |
| LABOR BUDGET 114HRS @ 76.69   |            | \$ 8742.66  |
| GRAND TOTAL - BUDGET  |            | \$ 36286.38 |

LABOR WILL BE CHARGE BASED ON SIGNED TIMESHEETS. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL. PHOTOS OF THE LEAKING VALVES ARE AVAILABLE SHOULD YOU NEED.



# **Pennetta**

**Industrial Automation, LLC**

17 Industrial Avenue, Little Ferry, New Jersey 07643  
Tel: (201) 420-1693 • Fax: (201) 641-4290  
www.pennetta.com

September 26, 2018

Jersey City Public Works  
13-15 Linden Avenue East  
Jersey City, NJ 07305

Attn: Douglas Carlucci, Director  
Building and Street Maintenance Division

Re: Pershing Field Ice Rink Refrigeration Plant Repairs

Dear Mr. Carlucci,

Pennetta Industrial Automation (PIA) is pleased to submit this proposal to provide the requested repairs to the Pershing Field Ice Rink refrigeration plant as follows:

1. Release nitrogen pressure test from both refrigeration circuits
2. Replace leaking liquid line isolation ball valve on Circuit No. 1
3. Replace leaking liquid line solenoid valve on Circuit No. 1
4. Replace leaking oil cover gaskets
5. Change the oil on the three operating compressors
6. Replace the belt on both evaporative condensers
7. Re-pressure test both refrigeration systems with nitrogen and recheck for leaks
8. Triple evacuate both refrigeration systems to remove all air and moisture
9. Fill both receivers with new R-22
10. Check motor starter contacts for the three operating compressors
11. Startup both refrigerant systems and add a maximum of 800 lbs. of R-22 to each circuit
12. Check the valves on the three operating compressors for pump down and leakage
13. Check voltage supply and amp draw on the three operating compressors
14. Check net oil pressure on the three operating compressors
15. Check all operating and safety controls

Once the rink floor has reached operating temperature PIA will return to check the operation of the entire refrigeration plant, recheck the amp draw on the three operating compressors, and recheck compressor net oil pressures and the refrigerant charge on both circuits. A final report of all operating pressures, temperatures and compressor reading will be provided.

Total Cost: \$58,500.00

Very truly yours,

Victor J. Pennetta, Partner  
Ice Rink and Low Temperature Systems Division



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** AMBER AIR, INC.  
**Trade Name:**  
**Address:** 702 RAHWAY AVE  
UNION, NJ 07083-6634  
**Certificate Number:** 0617859  
**Effective Date:** January 04, 1994  
**Date of Issuance:** September 28, 2018

**For Office Use Only:**  
20180928122409278

Certification 6619

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15 FEB 2023~~ 15 FEB 2023 - 15 FEB 2023

AMBER AIR, INC.  
702 RAHWAY AVENUE  
UNION

NJ 07083



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer



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

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

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

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

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

Representative's Name/Title Print: \_\_\_\_\_  
Representative's Signature: [Signature]  
Name of Company: Ambler, Inc.  
Tel. No.: 908-686-2600 Date: 9/27/18

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Paul Courde II VP  
*[Handwritten Signature]*  
Amber Air-Tek  
908-686-2646  
9/29/11

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

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

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

Business Name : Amber Air LLC  
Address : 702 Railway Ave Union NJ 07083  
Telephone No. : 908-686-2646  
Contact Name : Paul Connell

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.



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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Amber Air Inc

Signed: Donna Connell Title: Secretary

Print Name: Donna Connell Date: 9/27/18

Subscribed and sworn before me  
this 27 day of SEP, 2018.  
My Commission expires:

[Signature]  
(Affiant)

(Print name & title of affiant) (Corporate Seal)  
JOHN P. CONNELL  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 31, 2021

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

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

**Part I - Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                |
|------------------------------|-----------------------------|
| DONNA CONNELL                | 15 SUNSET DR. HIGHTSIDGE NJ |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |
|                              |                             |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: Amber Air LLC  
Signature of Affiant: [Signature] Title: Sec 1/2018  
Printed Name of Affiant: DONNA CONNELL Date: 9/27/18

Subscribed and sworn before me this 27 day of Sept, 2018

My Commission Expires July 31, 2021

JOHN P. CONNELL  
NOTARY PUBLIC OF NEW JERSEY

Witnessed or attested by: [Signature]  
(Seal)

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

City Clerk File No. Res. 18-916

Agenda No. 10.Z.1

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO SCHICHTEL'S NURSERY INC FOR THE SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on July 24, 2018 for The Supply and Deliver Various Trees for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for three (3) items as contained in the bid specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, Schichtel's Nursery Inc. submitted the bid in the amount of \$74,750.00; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Schichtel's Nursery Inc. to be fair and reasonable; and

**WHEREAS**, the sum of four Thousand **\$4,000.00** is available in Operating Account No. 01-201-28-375-314;

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Schichtel's Nursery Inc. for the Supply and Deliver Various Trees for the Department of Public Works/Division of Park Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to renew the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for three (3) 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)

City Clerk File No. Res. 18-916

Agenda No. 10.Z.1 OCT 10 2018

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO SCHICHEL'S NURSERY INC FOR THE SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

- 6. The award of this contract shall be subject to the condition that the contractor 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), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

| Department of Public Works/Div. of Park Maintenance |        |               | Amount     |
|---|--------|---------------|------------|
| Acct #  | P.O #  | Temp. Encumb. |            |
| 01-201-28-375-314                                   | 130684 |               | \$4,000.00 |

Approved by Peter Folgado 10/1/18  
Peter Folgado, Director of Purchasing

PF/pc  
10/1/18

Jack  
10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN - END CONTRACT TO SCHICHEL NURSERY, INC. TO SUPPLY AND DELIVER VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

**Project Manager**

|                     |                              |  |
|---------------------|------------------------------|--|
| Department/Division | DPW                          | Park Maintenance                                       |
| Name/Title          | Sammy Ocasio                 | Director   |
| Phone/email         | 201-547-4449<br>201-356-7763 | <a href="mailto:socasio@icnj.org">socasio@icnj.org</a> |
|                     |                              |  |

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

**Contract Purpose**

The purpose of this resolution is to provide:

- ✦ Various trees.
- ✦ Sizes are 2 -2 ½ caliper, 2 ½ to 3 caliper, and 3 -4 caliper.
- ✦ Two bidders ( Schictel Nursery for \$74,750.00 and Barbato Nursery for \$90,050.00).
- ✦ The City spent about \$50,000.00 in 2017.

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

01-201-28-375-314 (Park Operating)  
 Contract amount =\$74,750.00  
 Temporary Encumbrancy =\$4,000.00

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

October 11, 2018 to October 10, 2019.  
 Contract has two additional one year options to exercise.

**Type of award**

Public Bid

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

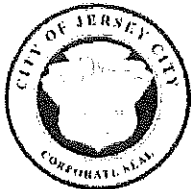
I certify that all the facts presented herein are accurate.

  
 Signature of Department Director  
 p. Gr 5

10/01/18  
 Date

  
 Signature of Purchasing Director

10/1/18  
 Date



STEVEN M. FULOP  
Mayor of Jersey City

# CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** October 1, 2018  
**To:** Peter Fölgado, Purchasing Director  
**From:** Patrick G. Stamato, DPW Director  
**Subject :** Recommendation Letter ( Supply and Delivery of various trees)

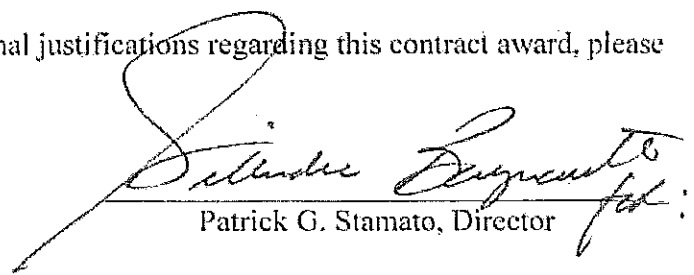
Please be advised, after a careful and thorough review of bids received on July 24, 2018 for supply and delivery of various trees I recommend that the contract be awarded to the vendor listed below:

**SCHICHEL NURSERY, INC.**  
7420 PETERS ROAD  
SPRINGVILLE, NY 14141

| <u>VENDOR NAME</u>     | <u>REQUISTION #</u> | <u>ACCOUNT #</u>  | <u>CONTRACT AMOUNT</u> | <u>TEMPORARY AMOUNT</u> |
|------------------------|---------------------|-------------------|------------------------|-------------------------|
| SCHICHEL NURSERY, INC. | 0184207             | 01-201-28-375-314 | \$74,750.00            | \$4,000.00              |

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the **October 10, 2018 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.

  
Patrick G. Stamato, Director

PS/sb

C:

- Hector Ortiz, Asst. DPW Director
- Raquel Tosado, Contracts Manager
- Sammy Ocasio, Parks and Forestry Director
- Steve Miller, Confidential Assistant
- Eileen McCabe, Sr. Adm Analyst
- Zakia Gregory, Asst. Spvr Accounts
- Elizabeth Harley, Asst. Spvr Accounts
- Nicole Greiner, Sr. Acct Clerk
- Paola Campbell, Purchasing Assistant

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE  
BID SPECIFICATIONS FOR:**

**SUPPLY AND DELIVERY OF VARIOUS TREES**

**SUBMISSION DEADLINE:**  
\_\_\_\_\_

**ADDRESS ALL BID PROPOSALS TO:**

**PETER FOLGADO, DIRECTOR OF PURCHASING, QPA  
394 CENTRAL AVENUE, 3<sup>RD</sup> FLOOR  
JERSEY CITY, NJ 07307**



**ORIGINAL**

# BID PROPOSAL/DOCUMENTS

## SUPPLY AND DELIVERY OF VARIOUS TREES DPW/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.  
Vendor will bid on the maximum quantities

| ITEM | QUANTITY | DESCRIPTION  | UNIT AMOUNT | EXTENDED AMOUNT |
|------|----------|--|-------------|-----------------|
| 1    | 0-50     | 2- 2 ½" caliper, bagged & Burlapped .<br>Species to be chosen by the Forester during selection of individual trees at the nursery  | \$ 160.00   | \$ 8,000.00     |
| 2.   | 0-250    | 2 ½ - 3" caliper, bagged & Burlapped .<br>Species to be chosen by the Forester during selection of individual trees at the nursery | \$ 210.00   | \$ 52,500.00    |
| 3.   | 0-50     | 3 - 4" caliper, bagged & Burlapped.<br>Species to be chosen by the Forester during selection of individual trees at the nursery    | \$ 285.00   | \$ 14,250.00    |

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.



EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Lauren Arno - Secretary of Corporation

Representative's Signature: [Signature]

Name of Company: Schichtels Nuisery Inc

Tel. No.: 716-592-9383 Date: 07-18-2018

x 120

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

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

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

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

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

Representative's Name/Title (Print): Lauren Arno - Secretary of Corporation  
Representative's Signature: [Signature]  
Name of Company: Schichtels Nursery Inc  
Tel. No.: 716 592 9323 x120 Date: 07.18.2018

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Schichtel's Nursery, Inc  
Address : 7420 Peters Road, Springville NY 14141  
Telephone No. : 716-592-9383 x120  
Contact Name : Lauren Arno

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY



## AFFIRMATIVE ACTION PLAN/EEO POLICY STATEMENT

This is to affirm Schichtel's Nursery, Inc. policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State Ordinances.

Schichtel's Nursery, Inc. will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (over 25), marital status, or status with regard to public assistance.



Schichtel's Nursery, Inc. will take affirmative steps to ensure that all employment practices are free of such discrimination. Such employment practices include: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

Schichtel's Nursery, Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

I have appointed Nicole Sage to manage the Equal Employment Opportunity Program. This person's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State Ordinances.

I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Program during normal business hours by contacting the EEO Manager.

If any employee or applicant for employment believes he or she has been treated in a way that violates this policy, they should contact either Nicole Sage or any other representative of management, including me. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible, and we will take appropriate action in response to these investigations.

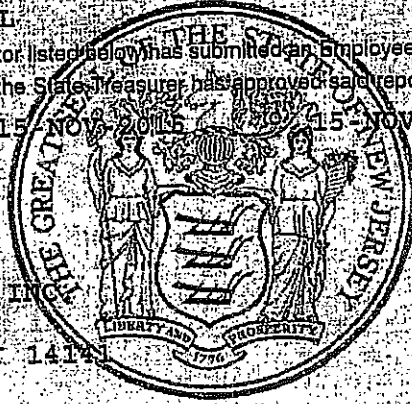
|  |   |                |
|--|---|----------------|
| <u>Mark Schichtel</u>  | <u></u> | <u>7/18/18</u> |
| Owner / Chief Executive Officer - Print Name                   | Signature   | Date           |
| <u>Nicole Sage</u>   | <u></u> | <u>7/18/18</u> |
| AA/EEO Coordinator - Print Name                                | Signature   | Date           |
| <u>7420 PETERS ROAD, SPRINGVILLE NY 14141</u>                  |   |                |
| Address  |   |                |
| <u>(716) 592-9383 (716) 592-4282 Lauren S @ schichtels.com</u> |   |                |
| Contact information (phone, fax, email)                        |   |                |

Certification 22005

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2015 to 15 NOV 2018



SCHICHEL'S NURSERY, INC.  
7420 PETERS ROAD  
SPRINGVILLE NY 14141



*Robert A. Romano*

Robert A. Romano,  
Acting State Treasurer

09/24/18

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

SCHICHEL'S NURSERY INC.

ADDRESS:

7420 PETERS ROAD  
SPRINGVILLE NY 14141

EFFECTIVE DATE:

09/24/18

TRADE NAME:

SEQUENCE NUMBER:

2272025

ISSUANCE DATE:

09/24/18



Director  
New Jersey Division of Revenue

FORM BR

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 2272025 FOR SCHICHEL'S NURSERY INC. IS VALID.

VERIFIED  
PG




STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
108 AIRLINE DRIVE  
ALBANY, NEW YORK 12235

### CERTIFICATE NOTICE

The lower portion of this notice is the license for this establishment.

The licensee has consented to the free entry and free access to the licensed premises, buildings and offices to the Commissioner, the Commissioner's agents and inspectors, and in pursuance of the Commissioner's duty to supervise and regulate the production, storage, sale and use of articles subject to the Commissioner's jurisdiction.

Please post the certificate portion of this notice conspicuously in the establishment.

|  |   |  |
|--|---|--|
| Receipt No.: 1552  | NEW YORK STATE<br>DEPARTMENT OF AGRICULTURE AND MARKETS<br>ALBANY, NY 12235 | License No.: 041246  |
| Fee: \$100   |   | Date Issued: 01/19/2017  |
| Estab No.: 041246  |   | Expires: 11/30/2018  |
| <b>NURSERY REGISTRATION<br/>CERTIFICATE</b>  |   |  |
| Pursuant to Article 14 of the Agriculture and Markets Law, the licensee is authorized to perform those activities for which it has applied to be performed at the following address. |   |  |
| This license cannot be sold or transferred.  | Operation Type: MAIN SITE   |  |
| SCHICHELTS NURSERY INC<br>7420 PETERS ROAD<br>SPRINGVILLE, NY 14141  |   | <br>Richard A. Ball<br>Commissioner |

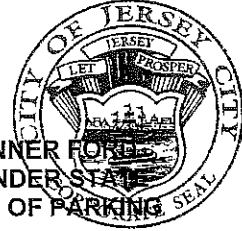


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-917

Agenda No. 10.Z.2

Approved: OCT 10 2018



TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF A FORD F350 VEHICLE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PARKING ENFORCEMENT**

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

**WHEREAS**, the Division of Parking Enforcement needs to purchase a F350 pickup truck for snow removal; and

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

**WHEREAS**, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of state contract A88758, and will provide the Ford F350 pickup truck for a total contract amount of forty thousand, six hundred thirty two dollars (\$40,632.00); and

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

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-177-990 | 130645 | A88758         | \$40,632.00    |

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

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

1. A contract award to Winner Ford in the amount of \$40,632.00 for the purchase and delivery of a Ford F350 pickup truck is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF A FORD F350 VEHICLE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PARKING ENFORCEMENT**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-177-990 | 130645 | A88758         | \$40,632.00    |

Approved by: Peter Folgado September 25, 2018  
 Peter Folgado, Director of Purchasing  
 RPPD, QPA Date

PF/pv  
9/25/18  
Jmck  
10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED: 166  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF A FORD F350 VEHICLE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PARKING ENFORCEMENT**

**Project Manager**

|                     |                                |   |
|---------------------|--------------------------------|---|
| Department/Division | DPW                            | Automotive                                |
| Name/Title          | Hector Ortiz<br>Martin Valenti | Asst. DPW Director<br>Automotive Director |
| Phone/email         | 201-547-4400<br>201-547-4422   | ortizh@jcnj.org<br>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**

- ↓ To purchase one (1) 2019 Ford F350 for Parking Enforcement
- ↓ Costs \$40,632.00
- ↓ Will replace a 1998 pickup that is rotted
- ↓ For lot maintenance and cleaning of 13 lots during spring, summer, fall and winter for snow removal

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

04-215-55-177-990 (Parking Enforcement Capital)  
Total Contract amount = \$40,632.00

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

One time purchase

**Type of award**

State Contract

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director

Date

Date

9/27/18

9/28/18





# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

## AMENDMENT #7 T-2101

SOLICITATION #23640  
March 14, 2018

**TO:** All Using Agencies and  
Cooperative Purchasing Participants

**FROM:** Sepi Ghorbani, Procurement Specialist, Commodities Fleet Unit

**SUBJECT:** Blanket P.O. {Contract} Extension – Vehicles, Trucks, Class 3,  
Pickup/Utility/Dump, with Snow Plow Option

**CONTRACT PERIOD:** Original Term: 3/19/15-3/18/16  
1<sup>st</sup> Extension Period: 3/19/16 - 3/18/17  
2<sup>nd</sup> Extension Period: 3/19/17 - 3/18/18  
3<sup>rd</sup> Extension Period: 3/19/18 - 3/18/19

Please be advised that the following Blanket P.O. {Contract} Sections have been extended through March 18, 2019 at the same terms, conditions and specifications:

| <u>Section/Price Lines</u>          | <u>Contracted Vehicle</u>      | <u>Vendor {Contractor}</u>                        | <u>Blanket PO {Contract} Number</u> |
|-------------------------------------|--------------------------------|---|-------------------------------------|
| 1/1&2                               | Ford F-350 XL DRW 2WD          | Chas S. Winner Inc. DBA Winner Ford (Winner Ford) | A88758                              |
| 2/3,4 & 5                           | Ford F-350 XL DRW 4WD          | Winner Ford                                       | A88758                              |
| 3/6, 7, 8, 9, 10, 11 and 12         | Ford F-350 XL DRW 2WD          | Winner Ford                                       | A88758                              |
| 4/13, 14, 15, 16, 17, 18, 19 and 20 | Chevrolet Silverado 3500 HD WT | Hertrich Fleet Services                           | A88759                              |
| 5/21, & 22                          | Ford F-350 XL DRW 2WD          | Winner Ford                                       | A88758                              |
| 6/23, 24 and 25                     | Ford F-350 XL DRW 4WD          | Winner Ford                                       | A88758                              |

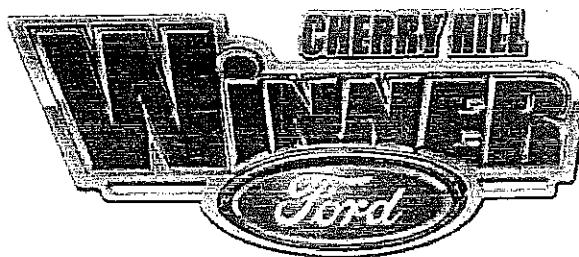
|                                    |                       |             |        |
|------------------------------------|-----------------------|-------------|--------|
| 7/26, 27, 28, 29,<br>30 and 31     | Ford F-350 XL DRW 2WD | Winner Ford | A88758 |
| 8/32, 33, 34, 35,<br>36, 37 and 38 | Ford F-350 XL DRW 4WD | Winner Ford | A88758 |

Please be advised that the following Blanket P.O. {Contract} price lines have been extended through March 18, 2019 with a price increase:

| <u>Price Line #<br/>and Blanket<br/>PO {Contract}<br/>#</u> | <u>Price Line Description</u>          | <u>Vendor<br/>{Contractor}</u> | <u>Current<br/>Blanket PO<br/>{Contract}<br/>Price</u> | <u>Price<br/>Increase<br/>Requested</u> | <u>Revised<br/>Blanket PO<br/>{Contract}<br/>Price</u> |
|---|--|--------------------------------|--|---|--|
| 4/A88758  | Boss 8-1/2 FT. Super Duty Snow<br>Plow | Winner Ford                    | \$3,589  | \$691                                   | \$4,280  |
| 24/A88758   | Boss 8-1/2 FT. Super Duty Snow<br>Plow | Winner Ford                    | \$3,589  | \$691                                   | \$4,280  |
| 35/A88758   | Boss 8-1/2 FT. Super Duty Snow<br>Plow | Winner Ford                    | \$3,489  | \$791                                   | \$4,280  |

**Important Note:** Please refer to the Master Notification – Vehicle Manufacturer’s Cut-Off Dates (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>) for the most recent vehicle manufacturers cut-off date information.

Please attach this amendment to your current Notice of Award.



Line 3

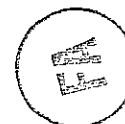


Michael Drahuschak  
September 18, 2018  
(856) 214-0755 Phone  
(856) 488-1915 Fax

**2019 FORD F350 4WD PICKUP TRUCKS  
STATE OF NEW JERSEY/CONTRACT A88758, T2101**

**Standard equipment per specifications**

- 6.2L V8 gas flex fuel engine 385 HP, 430 ft-lb torque with 6 speed automatic transmission
- Tilt and telescoping steering wheel, intelligent oil life monitor
- AM/FM stereo radio with 2 speakers and clock, dual air bags
- Airbags, frontal driver & passenger, side impact and side air curtains
- Safety canopy, trailer sway control, Advance Trac w/roll stability control
- 4 wheel power ABS brakes, front and rear disc, power steering
- Mono-beam front axle with coil springs, 35 gallon fuel tank (8 foot bed)
- Manual floor mounted transfer case with manual locking hubs (4x4)
- 157-amp HD alternator (gas), 650 CCA battery (gas)
- LT245/75Rx17E BSW all season tires, includes spare
- 17" argent painted steel wheels with center hub, tire pressure monitor system
- Painted front and rear bumpers, rear bumper is step type (pickup bed application only)
- Black painted grille, solar tinted glass, air conditioning
- Manual telescoping trailer tow mirrors with manual glass
- Halogen headlamps, 2 front frame mounted tow hooks
- Full width vinyl 40/20/40 bench seat with manual recline adjustment
- Door trim-armrest/grab handle & reflector, black vinyl floor covering
- 11.5" day/night rearview mirror, SecuriLock anti-theft ignition
- Tachometer, speedometer, oil pressure, transmission temp, engine temp, and fuel gauge
- Black cluster w/black gauges w/white graphics and one button message center with odometer, trip odometer, distance to empty, average fuel economy and engine hour meter
- Interval windshield wipers, power point, standard XL trim
- Electronic Shift on the Fly
- Rear View Camera
- 3 year or 36,000 mile basic, 5 yr or 60,000 mile Powertrain Warranty
- Regular cab 4 wheel drive Ford



\$24,669.00

Single Rear Wheel

NC



SHIFT ON THE FLY STANDARD. MUST REQUEST MANUAL TRANSFER CASE

*Options*

|     |   |        |
|-----|---|--------|
| TBM | LT245/75Rx17E BSW AT (XL)                       | 165.00 |
| AS  | Vinyl 40/20/40 Split Bench (Regular Cab)        | Std.   |
| 18B | Cab Steps (w/ Regular Cab XL)                   | 320.00 |
| 473 | Snow Plow Package                               | 185.00 |
| 52B | Tow Command Integrated Trailer Brake Controller | 270.00 |
| 85S | Tough Bed Spray-in bedliner                     | 540.00 |
| 76C | Exterior Back-up Chime                          | 140.00 |
| 90L | Power Equip Group Reg Cab                       | 915.00 |
| 592 | Roof Clearance Lights                           | 95.00  |
| 66S | Upfitter Switches                               | 165.00 |
| X3E | 3.73 Electronic Locking Axle                    | 390.00 |

3185

*Other truck equipment available for the purpose of quotation requests*

|  |   |          |
|--|---|----------|
| Smith 2 Yard Series IV 8' Stainless Steel V-Box Spreader |   | 6,518.00 |
| Western 8' Pro Plus Plow                                 |   | 5,015.00 |
| Snow deflector, rubber                                   |   | 250.00   |
| DOT 4 amber LEDs, 2 in grille and 2 rear tail light      |  | 995.00   |

**Total Truck & Equipment \$40,632.00**

Search

Division of Purchase and Property  
does not support script

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

243

**T-2101  
VEHICLES, TRUCKS, CLASS 3, PICKUP/  
UTILITY/DUMP, WITH SNOW PLOW OPTION**

|                           |
|---------------------------|
| <b>Vendor Information</b> |
| By Vendor                 |
| By Item                   |
| RFP Documents             |
| Email to SEPIDEH.GHORBANI |

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

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

|                         |                             |
|-------------------------|-----------------------------|
| <b>Index #:</b>         | T-2101                      |
| <b>Contract #:</b>      | VARIOUS                     |
| <b>Contract Period:</b> | FROM: 03/19/15 TO: 03/18/19 |

|                                      |  |
|--------------------------------------|--|
|                                      | 250 BERLIN ROAD<br>CHERRY HILL, NJ 08034 |
| <b>Contact Person:</b>               | RICHARD COYLE                            |
| <b>Contact Phone:</b>                | 856-214-0758                             |
| <b>Order Fax:</b>                    | 856-488-1915                             |
| <b>Contract#:</b>                    | 88758                                    |
| <b>Expiration Date:</b>              | 03/18/19                                 |
| <b>Terms:</b>                        | NONE                                     |
| <b>Delivery:</b>                     | 120 DAYS ARO                             |
| <b>Small Business Enterprise:</b>    | NO                                       |
| <b>Minority Business Enterprise:</b> | NO                                       |
| <b>Women Business Enterprise:</b>    | NO                                       |
| <b>Cooperative Purchasing *:</b>     | YES                                      |

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

|                                      |   |
|--------------------------------------|---|
| <b>Vendor Name &amp; Address:</b>    | HERTRICH FLEET SERVICES<br>1427 BAY ROAD<br>MILFORD, DE 19963 |
| <b>Contact Person:</b>               | MICHAEL WRIGHT  |
| <b>Contact Phone:</b>                | 800-698-9825  |
| <b>Order Fax:</b>                    | 302-839-0555  |
| <b>Contract#:</b>                    | 88759   |
| <b>Expiration Date:</b>              | 03/18/19  |
| <b>Terms:</b>                        | NONE  |
| <b>Delivery:</b>                     | 120 DAYS ARO  |
| <b>Small Business Enterprise:</b>    | NO  |
| <b>Minority Business Enterprise:</b> | NO  |
| <b>Women Business Enterprise:</b>    | NO  |
| <b>Cooperative Purchasing *:</b>     | YES   |

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

**CONTRACT ITEMS/SERVICES BY VENDOR**

| <b>Vendor:</b> CHAS S WINNER INC<br>DBA WINNER FORD |  | <b>Contract Number:</b> 88758 |      |            |               |
|---|--|-------------------------------|------|------------|---------------|
| LINE#   | DESCRIPTION/MFGR/BRAND   | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE    |
| 00001   | COMM CODE: 072-03-073401<br>[TRUCKS, INCLUDING, DIESEL,<br>GASOLINE,...] | 1.000                         | EACH | N/A        | \$22469.00000 |

|       | <p>ITEM DESCRIPTION:<br/>TRUCK, PICKUP, CLASS 3, REGULAR CAB,<br/>8 FT. BODY, 2WD, AS SPECIFIED IN THE RFP.<br/>(SECTION 1, T-2101)</p> <p>BRAND: 2019 FORD<br/>MODEL: F-350 XL DRW 2WD<br/>REGULAR CAB, MANUFACTURER'S BODY CODE:<br/>F3C WITH 620A PACKAGE (INCLUDES AIR CONDITIONING) AND 425 (50-STATE EMISSIONS), 996 (6.2L V8 FLEXIBLE FUEL ENGINE), 44P (6-SPEED AUTOMATIC TRANSMISSION) AND FRONT LICENSE PLATE BRACKET OPTION CODES.</p> <p>SHIP TO: RP1<br/>STATEWIDE (PB RELEASE ORDERS)</p> |              |      |            |               |
|-------|---|--------------|------|------------|---------------|
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00002 | <p>COMM CODE: 072-03-073402<br/>[TRUCKS, INCLUDING, DIESEL, GASOLINE,...]</p> <p>ITEM DESCRIPTION:<br/>VEHICLE MANUFACTURER'S PUBLISHED OPTION<br/>(FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE)<br/>(SECTION 1, T-2101)</p> <p>SHIP TO: RP1<br/>STATEWIDE (PB RELEASE ORDERS)</p>  | 1.000        | EACH | 10.00%     | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00003 | <p>COMM CODE: 072-03-073403<br/>[TRUCKS, INCLUDING, DIESEL, GASOLINE,...]</p> <p>ITEM DESCRIPTION:<br/>TRUCK, PICKUP, CLASS 3, REGULAR CAB,<br/>8 FT. BODY, 4WD, AS SPECIFIED IN</p>  | 5.000        | EACH | N/A        | \$24669.00000 |

|       | <p>THE RFP.<br/>(SECTION 2, T-2101)</p> <p>BRAND: 2019 FORD<br/>MODEL: F-350 XL DRW 4WD<br/>REGULAR CAB, MANUFACTURER'S<br/>BODY CODE:<br/>F3D WITH 620A PACKAGE (INCLUDES<br/>AIR<br/>CONDITIONING) AND 425 (50-STATE<br/>EMISSIONS), 996 (6.2L V8 FLEXIBLE<br/>FUEL<br/>ENGINE), 44P (6-SPEED AUTOMATIC<br/>TRANSMISSION) AND FRONT LICENSE<br/>PLATE<br/>BRACKET OPTION CODES.</p> <p>SHIP TO: RP1<br/>STATEWIDE (PB RELEASE ORDERS)</p>  |              |      |            |              |
|-------|--|--------------|------|------------|--------------|
| LINE# | DESCRIPTION/MFGR/BRAND   | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE   |
| 00004 | <p>COMM CODE: 072-03-073404<br/>[TRUCKS, INCLUDING, DIESEL,<br/>GASOLINE,...]</p> <p>ITEM DESCRIPTION:<br/>OPTION: 8.5 FT. SNOW PLOW WITH<br/>VEHICLE<br/>MANUFACTURER'S SNOW PLOW<br/>PREPARATION<br/>PACKAGE, AS SPECIFIED IN THE RFP.<br/>(SECTION 2, T-2101)</p> <p>BRAND: BOSS<br/>MODEL: 8-1/2 FT. SUPER DUTY<br/>INSTALLER: CRESTON HYDRAULICS</p> <p>(INCLUDES 473 - SNOW PLOW PREP<br/>PACKAGE<br/>OPTION CODE)</p> <p>SHIP TO: RP1<br/>STATEWIDE (PB RELEASE ORDERS)</p> | 2.000        | EACH | N/A        | \$4280.00000 |
| LINE# | DESCRIPTION/MFGR/BRAND   | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE   |
| 00005 | <p>COMM CODE: 072-03-073405<br/>[TRUCKS, INCLUDING, DIESEL,<br/>GASOLINE,...]</p> <p>ITEM DESCRIPTION:</p>   | 1.000        | EACH | 10.00%     | N/A          |





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHAS. S. WINNER, INC.  
**Trade Name:** WINNER FORD OF CHERRY HILL  
**Address:** 250 HADDONFIELD BERLIN RD  
CHERRY HILL, NJ 08034-3507  
**Certificate Number:** 0061445  
**Effective Date:** August 28, 1946  
**Date of Issuance:** September 25, 2018

**For Office Use Only:**  
20180925150110597

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Michael DeArmentis Acct Man

Representative's Signature: [Signature]

Name of Company: WINWIN LEAD

Tel. No.: 856-214-0755 Date: 9/19/18

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: WINNER FORD

Address: 250 BELTON RD. CHERRY HILLS NJ 08034

Telephone No.: 856-214-0755

Contact Name: MICHAEL DRACHCHAK

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name: Chas S Winner, aka Winner Inc

Address: 250 Berlin Rd Cherry Hill NJ 08034

Telephone No: 856-214-0755

Contact Name: Michael Prohuschke

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**

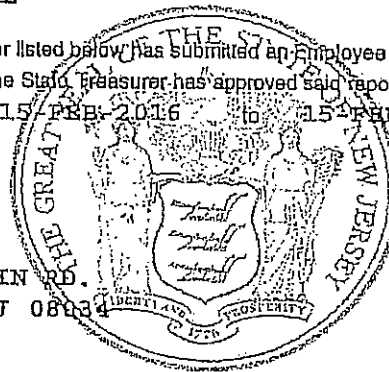
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification 1124

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2016 to 15-FEB-2019

WINNER FORD  
250 HADDONFIELD-BERLIN RD.  
CHERRY HILL NJ 08034



*Ford M. Scudera*

FORD M. SCUDEA  
Acting State Treasurer

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

City Clerk File No. Res. 18-918

Agenda No. 10.Z.3

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FIVE FORD UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PARKING ENFORCEMENT**

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

**WHEREAS**, the Division of Parking Enforcement needs to increase its fleet and need to purchase five Ford Interceptor vehicles; and

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

**WHEREAS**, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of State contract A88728, and will provide the Ford Interceptor vehicles for a total contract amount of one hundred fifty three thousand, five hundred sixty dollars (\$153,560.00); and

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

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-177-990 | 130644 | A88728         | \$153,560.00   |

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

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

1. A contract award to Winner Ford in the amount of \$153,560.00 for the purchase and delivery of Ford Interceptor vehicles is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 18-918

Agenda No. 10.Z.3 OCT 10 2018

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FIVE FORD UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PARKING ENFORCEMENT**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

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

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-177-990 | 130644 | A88728         | \$153,560.00   |

Approved by: Peter Folgado  
 Peter Folgado, Director of Purchasing  
 RPPO, QPA  
 Date: September 25, 2018

PF/pv  
 9/25/18

JACK  
 10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED: AB

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FIVE FORD UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF PARKING ENFORCEMENT**

**Project Manager**

| Department/Division | DPW                            | Automotive                                |
|---------------------|--------------------------------|---|
| Name/Title          | Hector Ortiz<br>Martin Valenti | Asst. DPW Director<br>Automotive Director |
| Phone/email         | 201-547-4400<br>201-547-4422   | ortizh@jcni.org<br>mvalenti@jcni.org      |

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

**Contract Purpose**

- ✚ To purchase five (5) interceptors for Parking Enforcement
- ✚ Each costs \$30,712.00
- ✚ For the Street Cleaning Division
- ✚ Will replace the Division's entire fleet of 1997 and 1998 Interceptors / GO 4 Cushman's

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

04-215-55-177-990 (Parking Enforcement Capital)  
Total Contract amount =\$153,560.00

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

One time purchase

Type of award **State Contract**

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director

Date

Date



Search

Division of Purchase and Property  
does not support script

*Line 5 & 6*

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

**T-2776**

**POLICE VEHICLES: SEDANS, SPORT UTILITY  
VEHICLES AND TRUCKS**

|                           |
|---------------------------|
| Vendor Information        |
| By Vendor                 |
| By Item                   |
| RFP Documents             |
| Email to SEPIDEH GHORBANI |

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

|                         |                             |
|-------------------------|-----------------------------|
| <b>Index #:</b>         | T-2776                      |
| <b>Contract #:</b>      | VARIOUS                     |
| <b>Contract Period:</b> | FROM: 03/16/15 TO: 03/15/19 |

|   |   |
|---|---|
| Contact Person:   | BARBARA M BEYER   |
| Contact Phone:  | 973-644-3200  |
| Order Fax:  | 973-267-8658  |
| Contract#:  | 88730   |
| Expiration Date:  | 03/15/19  |
| Terms:  | NONE  |
| Delivery:   | 17 WEEKS ARO  |
| Small Business Enterprise:  | NO  |
| Minority Business Enterprise:   | NO  |
| Women Business Enterprise:  | YES   |
| Cooperative Purchasing *:   | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| Vendor Name & Address:  | CELEBRITY CHRYSLER JEEP<br>BEYER OF MORRISTOWN LLC<br>200 RIDGEDALE AVENUE<br>MORRISTOWN, NJ 07960-4089 |
| Contact Person:   | BARBARA M BEYER   |
| Contact Phone:  | 973-267-8300  |
| Order Fax:  | 973-539-3831  |
| Contract#:  | 88731   |
| Expiration Date:  | 03/15/19  |
| Terms:  | NONE  |
| Delivery:   | 120 DAYS ARO  |
| Small Business Enterprise:  | NO  |
| Minority Business Enterprise:   | NO  |
| Women Business Enterprise:  | YES   |
| Cooperative Purchasing *:   | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| Vendor Name & Address:  | CHAS S WINNER INC<br>DBA WINNER FORD<br>250 BERLIN ROAD<br>CHERRY HILL, NJ 08034                        |
| Contact Person:   | RICHARD COYLE   |
| Contact Phone:  | 856-214-0758  |
| Order Fax:  | 856-488-1915  |
| Contract#:  | 88728   |
| Expiration Date:  | 03/15/19  |

|   |  |  |  |  |
|---|--|--|--|--|
| <p>ITEM DESCRIPTION:<br/>         VEHICLE MANUFACTURER'S<br/>         PUBLISHED OPTION<br/>         (FOR THE TRIM LINE AND<br/>         MANUFACTURER'S<br/>         BODY CODE BID FOR THE BASE<br/>         VEHICLE)<br/>         (SECTION 6, T-2776)</p> |  |  |  |  |
|---|--|--|--|--|

**Vendor:** CHAS S WINNER INC  
 DBA WINNER FORD

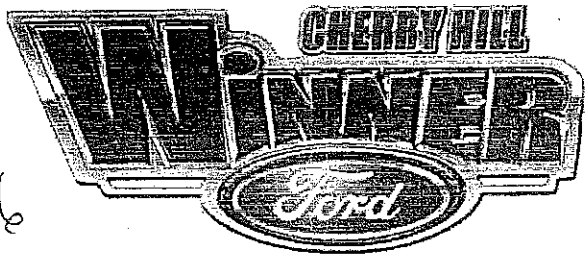
**Contract Number:** 88728

| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
|-------|---|--------------|------|------------|---------------|
| 00001 | <p>COMM CODE: 071-05-084093<br/>           [AUTOMOBILES, SCHOOL BUSES,<br/>           SUVS, AND...]</p> <p>ITEM DESCRIPTION:<br/>           POLICE VEHICLE, SEDAN, FWD, 200"<br/>           OVERALL<br/>           LENGTH, AS SPECIFIED IN THE RFP.<br/>           (SECTION 1, T-2776)</p> <p>BRAND: 2019 FORD SEDAN<br/>           MODEL: POLICE INTERCEPTOR<br/>           FWD, MANUFACTURER'S BODY CODE:<br/>           P2L WITH<br/>           500A PACKAGE CODE AND 422<br/>           (EMISSIONS),<br/>           998 (3.5L V6 ENGINE), 44J (6-SPEED<br/>           AUTOMATIC TRANSMISSION), 20P<br/>           (NOISE<br/>           SUPPRESSION BONDS), STDRD<br/>           (AM/FM STEREO<br/>           WITH CD PLAYER) AND 153 (FRONT<br/>           LICENSE<br/>           PLATE BRACKET) OPTION CODES.</p> <p>DEALER'S OPTIONS:<br/>           -----<br/>           1. TWO 1" HOLES IN FIREWALL<br/>           2. FILTER CHOKE<br/>           3. 12V ACCESSORY POWER SOURCE</p> <p>IMPORTANT NOTE: CONTRACT USERS<br/>           CAN<br/>           PURCHASE UNMARKED (501A) FORD<br/>           POLICE<br/>           INTERCEPTOR SEDAN USING</p> | 1.000        | EACH | N/A        | \$21319.00000 |

| LINE#                        | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
|------------------------------|---|--------------|------|------------|---------------|
| CONTRACT LINES<br>15 AND 16. |   |              |      |            |               |
| 00002                        | <p>COMM CODE: 071-05-084094<br/>[AUTOMOBILES, SCHOOL BUSES,<br/>SUVS, AND...]</p> <p>ITEM DESCRIPTION:<br/>VEHICLE MANUFACTURER'S<br/>PUBLISHED OPTION<br/>(FOR THE TRIM LINE AND<br/>MANUFACTURER'S<br/>BODY CODE BID FOR THE BASE<br/>VEHICLE)<br/>(SECTION 1, T-2776)</p>  | 1.000        | EACH | 15.00%     | N/A           |
| LINE#                        | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00005                        | <p>COMM CODE: 071-80-084097<br/>[AUTOMOBILES, SCHOOL BUSES,<br/>SUVS, AND...]</p> <p>ITEM DESCRIPTION:<br/>SPORT UTILITY VEHICLE, POLICE<br/>PURSUIT,<br/>2WD/AWD, AS SPECIFIED IN THE RFP.<br/>(SECTION 3, T-2776)</p> <p>BRAND: 2019 FORD UTILITY<br/>MODEL: POLICE INTERCEPTOR<br/>AWD, MANUFACTURER'S BODY CODE:<br/>K8A WITH<br/>500A PACKAGE CODE AND 423<br/>(EMISSIONS),<br/>99R (3.7L V6 FLEXIBLE FUEL ENGINE),<br/>44C<br/>(6-SPEED AUTOMATIC<br/>TRANSMISSION), STDRD<br/>(AM/FM STEREO WITH CD PLAYER),<br/>60R<br/>(NOISE SUPPRESSION BONDS) AND<br/>153 (FRONT<br/>LICENSE PLATE BRACKET) OPTION<br/>CODES.</p> <p>DEALERS OPTIONS:<br/>-----<br/>1. TWO 1" HOLES IN FIREWALL</p> | 1.000        | EACH | N/A        | \$25525.00000 |

|       | 2. FILTER CHOKE<br>3. 12V ACCESSORY POWER SOURCE  |              |      |            |               |
|-------|---|--------------|------|------------|---------------|
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00006 | <p>COMM CODE: 071-80-084098<br/>[AUTOMOBILES, SCHOOL BUSES, SUVs, AND...]</p> <p>ITEM DESCRIPTION:<br/>VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE)<br/>(SECTION 3, T-2776)</p>  | 1.000        | EACH | 16.00%     | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00009 | <p>COMM CODE: 071-05-087104<br/>[AUTOMOBILES, SCHOOL BUSES, SUVs, AND...]</p> <p>ITEM DESCRIPTION:<br/>SPORT UTILITY VEHICLE, SPECIAL SERVICE (NON-POLICE-PURSUIT), EXTENDED LENGTH, 4WD, AS SPECIFIED IN THE RFP.<br/>(SECTION 5, T-2776)</p> <p>BRAND: 2019 FORD<br/>MODEL: EXPEDITION EL XL SSV 4WD, MANUFACTURER'S BODY CODE: K1G WITH 102A PACKAGE CODE AND 425 (EMISSIONS), 99T (3.5L V6 ENGINE), 44U (10-SPEED AUTOMATIC TRANSMISSION), 87P (3RD ROW 60/40 VINYL BENCH SEAT), STDRD (AM/FM STEREO) AND 153 (FRONT LICENSE PLATE BRACKET) OPTION CODES.</p> | 1.000        | EACH | N/A        | \$39300.81000 |
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00010 | <p>COMM CODE: 071-05-087105<br/>[AUTOMOBILES, SCHOOL BUSES,</p>   | 1.000        | EACH | 12.00%     | N/A           |

Line 5 to



(856) 214-0755 Phone  
(856) 488-1915 Fax  
Michael Drahuschak  
mdrahuschak@winnerford.com  
N.J. Contract # 88728

2019 Police Interceptor Utility, All Wheel Drive  
Base Vehicle

September 18, 2018  
25,525.00

|                                      |                    |
|--------------------------------------|--------------------|
| • 3.7L V6 Engine                     |                    |
| • 6 Speed Auto Transmission          |                    |
| • Heavy Duty Rubber Floor            |                    |
| • Cloth Front Bucket/Vinyl Rear Seat |                    |
| • Power Windows/Locks/Mirrors        |                    |
| • Air Conditioning                   |                    |
| • AM/FM Stereo                       |                    |
| • Tilt Steering                      |                    |
| • Rear Window Defroster              |                    |
| • Radio Noise Suppression            | 100.00             |
| • Keyed Alike                        | 50.00              |
| • Courtesy Lamps Disable             | 20.00              |
| • Rear Door Locks In op              | 35.00              |
| • Rear Window Switch Disabled        | 25.00              |
| • Back up Camera                     | NC                 |
| • Red/Clear Dome 5"                  | NC                 |
| • Headlamps Prep Pkg.                | 125.00             |
| • Tail Light Prep Pkg.               | 60.00              |
| • Drivers Side LED Spotlight         | 420.00             |
| • Power Heated Mirrors               | 60.00              |
| • Grill Wiring                       | 60.00              |
| • EAI53 80 Amp Power Source          | 329.00             |
| • Skid Plate                         | 488.00             |
| • Sync                               | 295.00             |
| • Global Unlock                      | NC                 |
| <b>Total</b>                         | <b>\$27,592.00</b> |

Whelen Mini Roof Responder  
Amber ION's Head Light  
Amber LED Vertex Reverse Light  
Gamber Johnson Vehicle Specific Console  
-includes arm rest, cup holders  
Whelen PAP112 Air Horn  
-includes 100 watt speaker & switch

**Total Vehicle & Equipment \$30,712.00**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHAS. S. WINNER, INC.  
**Trade Name:** WINNER FORD OF CHERRY HILL  
**Address:** 250 HADDONFIELD BERLIN RD  
CHERRY HILL, NJ 08034-3507  
**Certificate Number:** 0061445  
**Effective Date:** August 28, 1946  
**Date of Issuance:** September 25, 2018

**For Office Use Only:**

20180925150110597



EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Michael Drathus-Hale Scot Man

Representative's Signature: [Signature]

Name of Company: WINNAN ROAD

Tel. No.: 856-214-0755 Date: 9/19/08

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: WINNIE FORD

Address: 250 BERLIN RD CHERRY HILLS NJ 08034

Telephone No. : 856-214-0755

Contact Name: MICHAEL DRATHUSCHAK

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name: Chas S Winner, dba Winner Ford

Address: 250 Berlin Rd Cherry Hill NJ 08034

Telephone No: 856-214-0255

Contact Name: Michael Drahuschale

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**

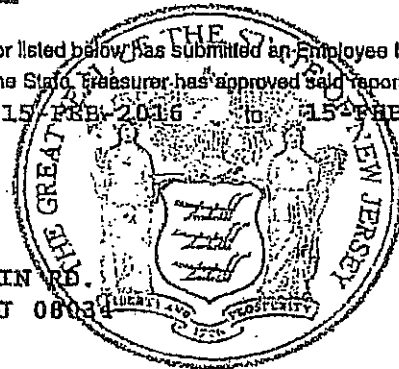
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification 1124

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 FEB 2016 to 15 FEB 2019

WINNER FORD  
250 HADDONFIELD-BERLIN RD.  
CHERRY HILL NJ 08034



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

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

City Clerk File No. Res. 18-919

Agenda No. 10.7.4

Approved: OCT 10 2018

TITLE:



## RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD - PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

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

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution No. 17-063 on January 25, 2017 ratifying a professional services agreement in the amount of \$25,000 with the Law Firm of Florio, Kenny, Raval, L.L.P. effective April 1, 2016 to represent the City of Jersey City ("City") in various disciplinary actions; and

**WHEREAS**, the City continues to need the service of special counsel to represent the City in various union negotiations; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. possesses the skills and expertise to perform these services; and

**WHEREAS**, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the City is renewing the contract with Florio, Kenny, Raval, L.L.P. for one year term effective April 1, 2018 and increasing the contract by an additional \$75,000; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay to Play Law; and

**WHEREAS**, an encumbrance in the amount of **\$15,000.00** is available in Account No.: **18-01-201-20-155-312**; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Florio, Kenny, Raval, L.L.P. is hereby reauthorized for a one year period effective **April 1, 2018**, for a total contract amount of **\$75,000**; and
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 18-919

Agenda No. 10.2.4 OCT 10 2018

TITLE:


**RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD - PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS**

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 18-01-201-20-155-312** for payment of this resolution. PO No. 130521

  
Donna Mauer, Chief Financial Officer

sr  
09/28/2018  
JMK  
10/1/18

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

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

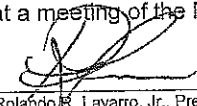
APPROVED 9-0

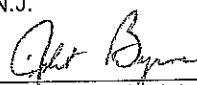
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS**

**Project Manager**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          | Law                 |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | Pbaker@jcnj.org     |

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

**Contract Purpose**

To act as third-party hearing officers for the City of Jersey City in various disciplinary actions.

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

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

Law Department Funds  
18-01-201-20-155-312  
\$75,000.00

One Year

Type of award Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/2/18  
Date

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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



**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: (201) 659-8011

Date: 6/13/2018

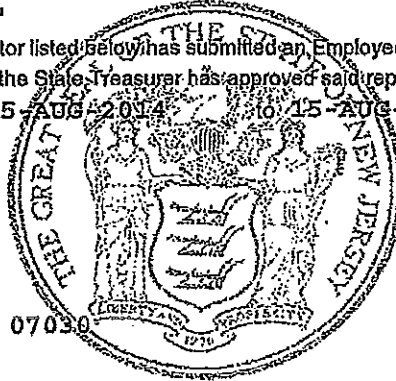
Certification 14952

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2014** to **15-AUG-2021**

FLORIO & KENNY L.L.P.  
5 MARINE VIEW PLAZA  
HOBOKEN

NJ 07030

  
Andrew P. Skamon-Eristoff  
State Treasurer

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

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

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

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

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

Representative's Name/Title Print: Edward J. Florio, Senior Partner  
Representative's Signature: \_\_\_\_\_  
Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Tel. No.: (201) 659-8011 Date: 6/13/2018

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

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

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

Business Name : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Address : 5 Marine View Plaza- Suite 103, Hoboken, NJ 07030

Telephone No. : (201) 659-8011

Contact Name : Edward J. Florio

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**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 | Mita Priniz-Arey for Council |
| Lavatro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yum for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                            |
|------------------------------|---|
| Edward J. Florio             | 28 Wilber Terrace, Bloomfield, NJ 07003 |
| Bernard F. Kenny, Jr.        | 1022 Bloomfield St, Hoboken, NJ 07030   |
| Nita G. Raval                | 67 13th Avenue, Elmwood Park, NJ 07407  |
|                              |   |
|                              |   |
|                              |   |
|                              |   |
|                              |   |
|                              |   |

**Part 3 - Signature and Attestation**

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

Name of Business Entity: FLORIO ♦ KENNY ♦ RAVAL, L.L.P

Signature of Affiant: \_\_\_\_\_ Title: Senior Partner

Printed Name of Affiant: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me this 13<sup>th</sup> day of

June, 2018

Yessica Pena  
(Witnessed or attested by)

My Commission expires:

(Seal)

**YESSICA PENA**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022

**YESSICA PENA**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

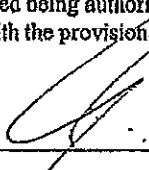
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**Part I - Vendor Information**

|              |                                |        |       |
|--------------|--------------------------------|--------|-------|
| Vendor Name: | FLORIO ♦ KENNY ♦ RAVAL, L.L.P. |        |       |
| Address:     | 5 Marine View Plaza, Suite 103 |        |       |
| City:        | Hoboken                        | State: | NJ    |
|              |                                | Zip:   | 07030 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

|   |                           |                         |
|---|---------------------------|-------------------------|
| <br>_____<br>Signature | Edward J. Florio<br>_____ | Senior Partner<br>_____ |
|   | Printed Name              | Title                   |

**Part II - Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| N/A              |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
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Check here if the information is continued on subsequent page(s)

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

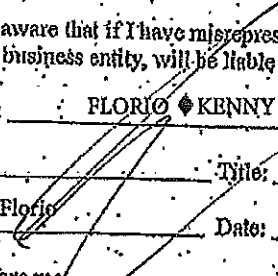
**PART I - Vendor Affirmation:**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FLORIO ♦ KENNY ♦ RAVAL, L.L.P (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding June 13, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar this award of this contract. I further certify that during the term of the contract FLORIO ♦ KENNY ♦ RAVAL, L.L.P (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: FLORIO ♦ KENNY ♦ RAVAL, L.L.P

Signed:  Title: Senior Partner

Print Name: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me  
this 13<sup>th</sup> day of June, 2018.  
My Commission expires:

Yes P

(Affiant)  
Edward J. Florio, Senior Partner  
(Print name & title of affiant) (Corporate Seal)

**YESSICA PENA**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 12/5/2022

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                     |  |
|---------------------|--|
| Taxpayer Name:      | FLORIO & KENNIF                                    |
| Trade Name:         |  |
| Address:            | 5 MARINE VIEW PLAZA SUITE 103<br>HOBOKEN, NJ 07030 |
| Certificate Number: | 1179768  |
| Effective Date:     | September 19, 2005                                 |
| Date of Issuance:   | August 25, 2011                                    |

For Office Use Only:  
201108251104121368



## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Florio, Kenny Raval, L.L.P., 5 Marine View Plaza, Suite 103, Hoboken, New Jersey 07030, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel to act as a third-party hearing officers for the City of Jersey City in various disciplinary actions.

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

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events; Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

**The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters.** All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any



Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

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

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

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

#### **IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

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

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

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

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

#### **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**VII. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**Florio Kenny Raval, L.L.P.**

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

**APPENDIX A**

**CONFIDENTIALITY AGREEMENT**

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor's termination of the

contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

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

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



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

City Clerk File No. Res. 18-920

Agenda No. 10.Z.5



## WITHDRAWN

### RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP, LLC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS

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

**WHEREAS**, the City of Jersey City (City) requires the services of special counsel to represent the City in various EEO Independent Investigations; and

**WHEREAS**, the Corporation Counsel recommended the appointment of special counsel Desha Jackson Law Group, LLC; and

**WHEREAS**, Desha Jackson Law Group, LLC agrees to provide these services at an hourly rate of **\$150.00**, including expenses, for a total contract amount not to exceed **\$25,000**; and

**WHEREAS**, Desha Jackson Law Group, LLC, 100 Willow Brook Road, Suite 250, Freehold, New Jersey 07728, are attorneys on the State of New Jersey and are qualified to perform these services; and

**WHEREAS**, in October 2017, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Desha Jackson Law Group LLC submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract award is made for a term of one year and is in accordance with the "fair and open process" of the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

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

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, funds for \$25,000 are available in **Account No. 18-01-201-20-155-312**.

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

1. A one year contract effective as of October 10, 2018 with Desha Jackson Law Group LLC is hereby awarded for a total contract amount not to exceed **\$25,000**, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP, LLC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS**

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and


I hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution. P.O. NO 130685

  
 Donna Mauer, Chief Financial Officer

09/26/2018  
 JACK  
 10/2/18

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

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required

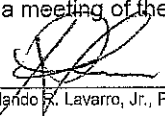
**WITHDRAWN**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando E. 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 AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP LLC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS**

**Project Manager**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          | Law                 |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | PBaker@jcnj.org     |

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

**Contract Purpose**

To represent the City of Jersey City in various EEO independent investigations.

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

Law Department Funds  
18-01-201-20-155-312  
(\$25,000)

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

One Year

**Type of award** Fair/Open

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

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/2/18  
Date

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Desha Jackson Law Group, LLC 100 Willow Brook Road, Suite 250, Freehold, NJ 07728 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to represent the City of Jersey City in Various EEO Independent Investigations.

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

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).



Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with whom the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$25,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel who's billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

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

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

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

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

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

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

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

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

**V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

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

**VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.



This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

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

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

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

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

#### **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract

shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**X. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
City Clerk

\_\_\_\_\_  
**Brian Platt**  
Business Administrator

**WITNESS:**

**Desha Jackson Law Group, LLC**

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

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

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

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

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

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

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

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

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

Representative's Name/Title: Debra Jackson Owner/Sole Proprietor  
Representative's Signature: [Signature]  
Name of Company: Debra Jackson Law Group LLC  
Tel. No.: 732-414-6663 Date: 4/5/18

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Debra Jackson Owner/Sole Proprietor  
Debra Jackson LAW Group LLC  
732-414-6663  
7/5/18

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

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

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

Business Name : Debra Jackson / ANK Group LLC  
Address : 120 Willow Brook Rd, Ste 250, Freehold, NJ 07728  
Telephone No. : 732-414-6663  
Contact Name : Debra Jackson

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBB)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name:

Desha Jackson LAW Group LLC

Address:

10 Willow Brook Rd, Ste 250, Freehold, NJ 07728

Telephone No.:

732-414-6663

Contact Name:

Desha Jackson

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



NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK  APPLICABLE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_  
 NAME OF FACILITY: Debra Jackson Law Group LLC ADDRESS OF PAYROLL PERIOD USED: FROM 2018 TO 2019  
100 Willow Brook Road Suite 200 Newark NJ 07102 ZIP CODE 07102

| JOB CATEGORIES       | RACE  |       |          |            |       | ETHNICITY |       |       |          |            |       |          |
|----------------------|-------|-------|----------|------------|-------|-----------|-------|-------|----------|------------|-------|----------|
|                      | Total | Black | Hispanic | AM. Indian | Asian | Non-Min.  | White | Black | Hispanic | AM. Indian | Asian | Non-Min. |
| MANAGERS             |       |       |          |            |       |           |       |       |          |            |       |          |
| OFFICIALS & MANAGERS |       |       |          |            |       |           |       |       |          |            |       |          |
| PROFESSIONALS        |       |       |          |            |       |           |       |       |          |            |       |          |
| TECHNICIANS          |       |       |          |            |       |           |       |       |          |            |       |          |
| SALES WORKERS        |       |       |          |            |       |           |       |       |          |            |       |          |
| OFFICE & CLERICAL    |       |       |          |            |       |           |       |       |          |            |       |          |
| CRAFTWORKERS         |       |       |          |            |       |           |       |       |          |            |       |          |
| OPERATIVES           |       |       |          |            |       |           |       |       |          |            |       |          |
| LABORERS             |       |       |          |            |       |           |       |       |          |            |       |          |
| SERVICE WORKERS      |       |       |          |            |       |           |       |       |          |            |       |          |
| TOTAL                | NA    |       |          |            |       |           |       |       |          |            |       |          |

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_

Debra Jackson DATE SUBMITTED 10/15/18

ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_  
100 Willow Brook Road Suite 200 Newark NJ 07102 PHONE (AREA CODE, NO., EXTENSION) 732 416 6663

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  REASSIGNMENTS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_  
 NAME OF FACILITY: 100 Millon Brook Suite  
 STREET: Frederick CITY: Weymouth STATE: MA ZIP CODE: 01728  
 VENDOR: Robinson Law Group LLC  
 ADDRESS OF PATROL PERIOD USED: FROM 2018 TO 2018

| JOB CATEGORIES       | RACE  |       |          |            |       | ETHNICITY    |       |       |          |            |       |              |
|----------------------|-------|-------|----------|------------|-------|--------------|-------|-------|----------|------------|-------|--------------|
|                      | Total | Black | Hispanic | Am. Indian | Asian | Non-Hispanic | Total | Black | Hispanic | Am. Indian | Asian | Non-Hispanic |
| MANAGERS             |       |       |          |            |       |              |       |       |          |            |       |              |
| OFFICIALS & MANAGERS |       |       |          |            |       |              |       |       |          |            |       |              |
| PROFESSIONALS        |       |       |          |            |       |              |       |       |          |            |       |              |
| TECHNICIANS          |       |       |          |            |       |              |       |       |          |            |       |              |
| SALES WORKERS        |       |       |          |            |       |              |       |       |          |            |       |              |
| OFFICE & CLERICAL    |       |       |          |            |       |              |       |       |          |            |       |              |
| CRAFTWORKERS         |       |       |          |            |       |              |       |       |          |            |       |              |
| OPERATIVES           |       |       |          |            |       |              |       |       |          |            |       |              |
| LABORERS             |       |       |          |            |       |              |       |       |          |            |       |              |
| SERVICE WORKERS      |       |       |          |            |       |              |       |       |          |            |       |              |
| GENERAL              |       |       |          |            |       |              |       |       |          |            |       |              |

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or type):  
 FIRST MI SIGNATURE

Robinson DeSha DATE SUBMITTED 9/15/18

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP)  
100 Millon Brook Suite Frederick MA 01728  
 PHONE (AREA CODE, NO., EXTENSION) 732-410-6663

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY  
 VENDOR ACTIVITY SUMMARY REPORT

DATE: 07/18/2018 TO: 07/19/2018  
 VENDOR: Billion Book Holdings Site  
 TYPE:  HIRING  PROMOTIONS  TERMINATIONS  REASSIGNMENTS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. 057 AN Group LLC  
 NAME OF FACILITY: Billion Book Holdings Site  
 ADDRESS OF FACILITY PERIOD USED: FROM 07/18/2018 TO 07/19/2018  
 CITY: Newark STATE: NJ ZIP CODE: 07102  
 COUNTY: Essex

| JOB                  | RACE  |       |          |           |       | ETHNICITY    |       |          |           |       |              |  |
|----------------------|-------|-------|----------|-----------|-------|--------------|-------|----------|-----------|-------|--------------|--|
|                      | White | Black | Hispanic | AM Indian | Asian | Non-Hispanic | Black | Hispanic | AM Indian | Asian | Non-Hispanic |  |
| CONTRACTORS          |       |       |          |           |       |              |       |          |           |       |              |  |
| OFFICIALS & MANAGERS |       |       |          |           |       |              |       |          |           |       |              |  |
| PROFESSIONALS        |       |       |          |           |       |              |       |          |           |       |              |  |
| TECHNICIANS          |       |       |          |           |       |              |       |          |           |       |              |  |
| SALES WORKERS        |       |       |          |           |       |              |       |          |           |       |              |  |
| OFFICE & CLERICAL    |       |       |          |           |       |              |       |          |           |       |              |  |
| CRAPWORKERS          |       |       |          |           |       |              |       |          |           |       |              |  |
| OPERATIVES           |       |       |          |           |       |              |       |          |           |       |              |  |
| LABORERS             |       |       |          |           |       |              |       |          |           |       |              |  |
| SERVICE WORKERS      |       |       |          |           |       |              |       |          |           |       |              |  |
| TOTAL                | NA    |       |          |           |       | NA           |       |          |           |       |              |  |

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)  
 LAST FIRST MI  
 Vikram Desha MI

DATE SIGNED  
 4/5/18

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP)  
 Billion Book Holdings Site, Newark, NJ 07102

PHONE (AREA CODE, NO., EXTENSION)  
 732-410-6663

\*\*\*\*\*

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY

VENDOR ACTIVITY SUMMARY REPORT  
 NEW HIRES  PROMOTIONS  DEPARTURES  TERMINATIONS (CHECK (X) APPROPRIATE AGENCY)

PERIOD FROM: 08/18 TO: 08/19

GENERAL NO. \_\_\_\_\_  
 NAME OF EMPLOYER: VS 1 AN GROUP LLC  
 STREET: \_\_\_\_\_  
 CITY: \_\_\_\_\_

JOB: 100 Wilson Brook Rd Suite 200 Freshel Newark NJ 07102  
 COUNTY: Newark STATE: NJ ZIP CODE: 07102

|                      | RACE  |       |          |           | Total | ETHNICITY |              |       |          |           |       |              |
|----------------------|-------|-------|----------|-----------|-------|-----------|--------------|-------|----------|-----------|-------|--------------|
|                      | White | Black | Hispanic | AM Indian |       | Asian     | Non-Hispanic | Black | Hispanic | AM Indian | Asian | Non-Hispanic |
| CHAURGORIES          |       |       |          |           |       |           |              |       |          |           |       |              |
| OFFICIALS & MANAGERS |       |       |          |           |       |           |              |       |          |           |       |              |
| PROFESSIONALS        |       |       |          |           |       |           |              |       |          |           |       |              |
| TECHNICIANS          |       |       |          |           |       |           |              |       |          |           |       |              |
| SALES WORKERS        |       |       |          |           |       |           |              |       |          |           |       |              |
| OFFICE & CLERICAL    |       |       |          |           |       |           |              |       |          |           |       |              |
| CRAFTWORKERS         |       |       |          |           |       |           |              |       |          |           |       |              |
| OPERATIVES           |       |       |          |           |       |           |              |       |          |           |       |              |
| LABORERS             |       |       |          |           |       |           |              |       |          |           |       |              |
| SERVICE WORKERS      |       |       |          |           |       |           |              |       |          |           |       |              |
| TOTAL                |       |       |          |           |       |           |              |       |          |           |       |              |

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type):  
 FIRST: \_\_\_\_\_ MI: \_\_\_\_\_  
 LAST: \_\_\_\_\_

Jackson Debra  
 ADDRESS (NO. & STREET): \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE SUBMITTED: 9/5/18  
 SIGNATURE: \_\_\_\_\_

100 Wilson Brook Rd Suite 200 Freshel NJ 07102  
 PHONE (AREA CODE, NO., EXTENSION): 732-414-6663

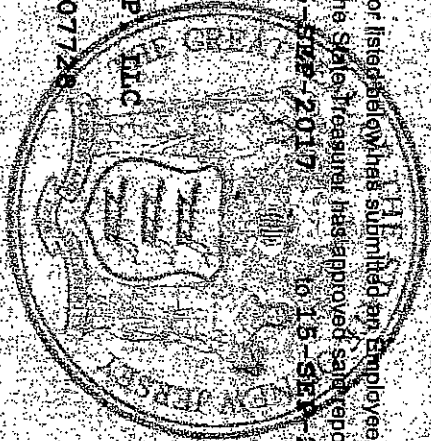
Certification 58119

### 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 d.f. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2017** to **15-SEP-2024**

**DESHA JACKSON LAM GROUP LLC**  
**100 WILLOW BROOK ROAD**  
**FREEHOLD NJ 07728**



*Ford M. Scudder*  
**FORD M. SCUDDER**  
State Treasurer



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DESHA JACKSON LAW GROUP LIMITED LIABILITY  
COMPANY

**Trade Name:**

**Address:** 100 WILLOWBROOK RD. STE 250  
FREEHOLD, NJ 07728

**Certificate Number:** 1798200

**Effective Date:** May 24, 2013

**Date of Issuance:** August 14, 2017

**For Office Use Only:**  
20170814150047550







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

**Part I – Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Friez-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| N/A                          |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: Desh Jackson Law Group LLC  
 Signature of Affiant: [Signature] Title: Owner  
 Printed Name of Affiant: Desh Jackson Date: 4/5/18

Subscribed and sworn before me this 3<sup>rd</sup> day of April, 2018

My Commission expires: December 23, 2021

[Signature]  
 (Witnessed or attested by)  
**KATHERINE ALBARRAN**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires December 23, 2021

**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 Desha Jackson LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2017-2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Desha Jackson LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Desha Jackson LLC

Signed: [Signature] Title: OWNER

Print Name: Desha Jackson Date: 4/5/18

Subscribed and sworn before me  
this 5th day of April, 2018.

My Commission expires

(Affiant)

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

Katherine Albarran

**KATHERINE ALBARRAN**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 23, 2021

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

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

City Clerk File No. Res. 18-921

Agenda No. 10.Z.6

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT SETTling LITIGATION IN NEW JERSEY TAX COURT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY MEDICAL CENTER PROVIDING FOR A PAYMENT OF A TAX SETTLEMENT AND OTHER HEALTHCARE COLLABORATION PAYMENTS BY THE JERSEY CITY MEDICAL CENTER FOR THE TAX YEARS 2016 THROUGH 2023**

**THE BUSINESS ADMINISTRATOR offered and moved adoption of the following Resolution:**

**WHEREAS**, the Jersey City Medical Center (JCMC) owns property in Jersey City identified as Block 14001 Lot 1 (355 Grand Street) and Block 15801 Lot 5 (Skinner Memorial Drive) on the Tax Maps of Jersey City, which property and improvements thereon comprise JCMC's main hospital campus (collectively, the "property"); and

**WHEREAS**, the Property is currently assessed as exempt from municipal property taxes pursuant to N.J.S.A. 54:4-3.6; however, the JCMC is willing to make a voluntary payment for a tax settlement and other healthcare collaboration payments to Jersey City to offset the costs of services Jersey City provides to the Property; and

**WHEREAS**, Jersey City has filed tax appeals under Docket Numbers 005976-2016 and 005969-2016, challenging the tax exemption of the JCMC (the "Tax Appeal") for the Properties owned by the JCMC in Jersey City and as further described in the Complaints filed in the Tax Appeals; and

**WHEREAS**, in recognition of the public services provided by Jersey City that benefit the Property and its occupants, and more particularly to offset some of the costs incurred by Jersey City to provide such public services, the JCMC desires to make a voluntary payment for a tax settlement and other healthcare collaboration payments to Jersey City for the years 2016 through 2023, subject to the terms and conditions set forth under the Agreement; and

**WHEREAS**, the JCMC and Jersey City have a unique and continuing relationship and desire to amicably resolve the issue regarding taxation and fair dealing with respect to municipal services without the necessity, risk and expenses of a tax appeal, judicial determination of exemption, or other litigation; and

**WHEREAS**, Jersey City has negotiated a settlement agreement of the litigation in Tax Court with the JCMC and other healthcare collaboration payments for the years 2016 through 2023 and which is incorporated into this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual covenants, terms and conditions set forth in the Agreement, the parties hereto hereby agree as follows:

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT SETTling LITIGATION IN NEW JERSEY TAX COURT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY MEDICAL CENTER PROVIDING FOR A PAYMENT OF A TAX SETTLEMENT AND OTHER HEALTHCARE COLLABORATION PAYMENTS BY THE JERSEY CITY MEDICAL CENTER FOR THE TAX YEARS 2016 THROUGH 2023**

1. Settlement of the litigation in the New Jersey Tax Court commencing with the years 2016 is hereby approved in accordance with the terms negotiated by Jersey City; and
2. The Corporation Counsel or the Mayor is authorized to execute the settlement agreement negotiated by Jersey City and such other documents to resolve the pending litigation; and
3. The City shall accept payments for the tax settlement for the years 2016 through 2023 in accordance with the terms of the Agreement; and
4. This settlement does not preclude the City from challenging the exempt status of the JCMC upon the expiration of the Agreement.

10/04/2018

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |               |         |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|---------|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE     | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓       |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN    | ✓       |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ABSTAIN |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT SETTling LITIGATION IN NEW JERSEY TAX COURT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY MEDICAL CENTER PROVIDING FOR A PAYMENT OF A TAX SETTLEMENT AND OTHER HEALTHCARE COLLABORATION PAYMENTS BY THE JERSEY CITY MEDICAL CENTER FOR THE TAX YEARS 2016 THROUGH 2023**

**Initiator**

|                            |                         |                        |
|----------------------------|-------------------------|------------------------|
| <b>Department/Division</b> | Business Administration |                        |
| <b>Name/Title</b>          | Brian Platt             | Business Administrator |
| <b>Phone/email</b>         | BPlatt@jcnj.org         | 201- 547-5147          |

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

**Resolution Purpose**

The purpose of this resolution is the Agreement between Jersey City and the Jersey City Medical Center for the settlement of pending tax matters.

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

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

10/4/18  
\_\_\_\_\_  
**Date**

**AGREEMENT FOR SETTLEMENT OF TAXES**  
**BETWEEN**  
**JERSEY CITY MEDICAL CENTER, INC.**  
**AND**  
**THE CITY OF JERSEY CITY**

This **AGREEMENT FOR SETTLEMENT OF TAXES** ("Agreement"), dated October \_\_\_\_\_, 2018, is by and between **JERSEY CITY MEDICAL CENTER, INC.** a nonprofit corporation under Title 15 of the New Jersey Statutes, having its principal office at 355 Grand Street in the City of Jersey City ("JCMC"), and **THE CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 ("Jersey City").

**RECITALS**

WHEREAS, JCMC owns property in Jersey City identified as Block 14001 Lot 1 (355 Grand Street) and Block 15801 Lot 5 (Skinner Memorial Drive) on the Tax Maps of Jersey City, which property and improvements thereon comprise JCMC's main hospital campus (collectively, the "Property"); and

WHEREAS, JCMC has a total number of 328 licensed beds as of April 1, 2018; and

WHEREAS, the Property is currently assessed as exempt from municipal property taxes pursuant to N.J.S.A. 54:4-3.6; however, JCMC is willing to make a voluntary payment for settlement of taxes to Jersey City to offset the costs of services Jersey City provides to the Property; and

WHEREAS, Jersey City has filed tax appeals under Docket Numbers 005976-2016 and 005969-2016, challenging the tax exemption of JCMC (the "Tax Appeal") for the Properties owned by JCMC in Jersey City and as further described in the Complaints filed in the Tax Appeals; and

WHEREAS, in recognition of the public services provided by Jersey City that benefit the Property and its occupants, and more particularly to offset some of the costs incurred by Jersey City to provide such public services, JCMC desires to make a voluntary payment for settlement of taxes to Jersey City for the years 2016 through 2023, subject to the terms and conditions set forth under this Agreement; and

WHEREAS, JCMC and Jersey City have a unique and continuing relationship and desire to amicably resolve the issue regarding taxation and fair dealing with respect to municipal services without the necessity, risk and expenses of a tax appeal, judicial determination of exemption, or other litigation:

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, the parties hereto hereby agree as follows:

1. The recitals set forth above are incorporated herein, and made part of this Agreement.
2. In consideration of the Agreement, Jersey City hereby agrees to release JCMC from any and all claims to real estate taxes for the years 2016-2023. It is hereby further agreed that the parties will file mutual withdrawals of the Complaints and Counterclaims filed in the Tax Appeals, pursuant to New Jersey Court Rule 8:3-9 within twenty (20) days of execution of this Agreement. Further, Jersey City will not initiate or in any way support a challenge to the tax exempt status of

the property for tax years 2016 through and including 2023 and while this Agreement remains in effect.

3. In consideration of this Agreement, JCMC will make a voluntary payment for settlement of taxes to Jersey City for public services that benefit the Property and its occupants in the aggregate amount of \$300,000.00 for tax year 2016 and \$300,000.00 for tax year 2017. The scheduled payments for 2016 and 2017 are described in Paragraph 4 below.

4. The 2016 and 2017 payment for settlement of taxes in the total amount by \$600,000.00 will be paid within twenty (20) days of execution of this Agreement.

5. In further consideration of this Agreement, JCMC agrees to pay Jersey City an annual payment for settlement of taxes for years 2018 through 2023 equal to \$300,000 per year.

6. JCMC and Jersey City agree that the 2018 payment for settlement of taxes (\$300,000) shall be paid on or before December 31, 2018. For the years 2019 through 2023, the annual payment for settlement of taxes shall be paid in quarterly installments of \$75,000 to Jersey City on those dates when real property tax payments are due (presently February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup> of the calendar year).

7. All payments pursuant to this Agreement shall be for settlement of taxes, and Jersey City shall have all the rights and remedies of tax enforcement granted to municipalities by law as if said payments constituted regular tax obligations on real property with the City of Jersey City. In the event of any delinquency in the said payments, the City of Jersey City shall give notice to JCMC prior to any legal action being taken.

8. The parties agree that should JCMC be obligated to pay a community service contribution or any property tax or similar assessment in connection with the Property for tax years



2016 through 2023, whether based upon the number of licensed beds or otherwise, and whether the result of newly enacted legislation, or a challenge to the property tax exemption applicable to the Property or otherwise, the obligation of JCMC to pay such community service contribution, property tax or similar assessment will be reduced by the aggregate amount of the tax payment JCMC makes under this Agreement, and Jersey City will be responsible for assuring that JCMC receives the benefit of this agreed upon reduction in the community service contribution, property tax or similar assessment. Provided the contributions are made by JCMC as set forth in Paragraphs 4 and 6, Jersey City shall not seek payment of any real estate taxes whatsoever by way of assessment and/or appeal for the term that this Agreement is in effect.

9. Any notices, statements, demands, consents, approvals or other communications required or permitted to be given or to be served upon either party hereto in connection with this Agreement, must be in writing and must be delivered personally, sent by nationally recognized overnight delivery service or sent by United States certified or register mail, return receipt requested, and will be deemed to have been given and received on the day delivered personally, or on the first business day after the day it is dispatched to a nationally recognized overnight delivery service, or on third business day after so mailed. Such notice must be given to the parties at their following respective addresses or at such other address as either party may hereafter designate to the other party in writing in the manner herein above provided.

If to JCMC:                    Jersey City Medical Center, Inc.  
   Office of the President  
   355 Grand Street  
   Jersey City, New Jersey 07302  
   Attention: Joseph Scott, President and Chief Executive Officer

With a copy to:                RWJ Barnabas Health

95 Old Short Hills Road  
West Orange, New Jersey 07052  
Attention: David A. Mebane, General Counsel

If to Jersey City: City of Jersey City  
Office of the City Administrator  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Brian D. Platt, Business Administrator

With a copy to: City of Jersey City  
Office of the City Attorney  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Peter J. Baker, Corporation Counsel

10. This Agreement constitutes the entire agreement of the parties hereto with respect to the matter set forth herein and supersedes any prior understanding or agreement, oral or written.

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

12. This Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of, and shall not be construed for or against, any party hereto.

13. On October 10, 2018 at a City Council meeting, the City Council introduced and passed a Resolution authorizing the Mayor and/or City Clerk to enter into this Agreement.

14. This Agreement may not be amended in any fashion except by an instrument in writing signed by all of the parties hereto.

15. This Agreement is binding upon the successors and assigns of any and all of the parties hereto.

16. This Agreement will remain in effect and binding upon both parties until amended or terminated by mutual agreement of the parties hereto.

17. This Agreement may be signed in counterparts, each of which will be deemed an original.

(Remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, JERSEY CITY MEDICAL CENTER, INC. executes this Agreement For Settlement of Taxes, and THE CITY OF JERSEY CITY acknowledges and agrees to its terms and conditions, as of the day and year first above written.

WITNESS

JERSEY CITY MEDICAL CENTER, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph Scott,  
President and Chief Executive Officer

WITNESS

THE CITY OF JERSEY CITY

\_\_\_\_\_  
, City Clerk

By: \_\_\_\_\_  
Steven M. Fulop, Mayor

**HEALTH CARE COLLABORATION AGREEMENT**

**BETWEEN**

**JERSEY CITY MEDICAL CENTER, INC.**

**AND**

**THE CITY OF JERSEY CITY**

This **HEALTH CARE COLLABORATION AGREEMENT** ("Agreement"), dated October \_\_\_\_, 2018, is by and between **JERSEY CITY MEDICAL CENTER, INC.** a nonprofit corporation under Title 15 of the New Jersey Statutes, having its principal office at 355 Grand Street in the City of Jersey City ("JCMC"), and **THE CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 ("Jersey City"). JCMC and Jersey City shall each individually be referred to as a "Party" or collectively as the "Parties".

**RECITALS**

WHEREAS, JCMC is a licensed acute care general hospital located in Jersey City, New Jersey providing inpatient and outpatient hospital services to patients in its service area; and

WHEREAS, Jersey City has initiated The Partnership for a Healthier JC (the "Partnership") to reduce health disparities and improving health equity in the City of Jersey City; and

WHEREAS, JCMC is a participant in the Partnership; and

WHEREAS, in furtherance of the goals and spirit of the Partnership and the mandate of the City Council, the Parties have identified and will in the future identify opportunities to evaluate and improve health care in Jersey City, including, without limitation, quality and access of care

available to seniors in Jersey City, food insecurity, nutrition, and other social determinants, and the design and substance of the health benefits available to Jersey City employees; and

WHEREAS, JCMC desires to support initiatives and programs promoting the quality and access to health care for senior citizens in the City, including, without limitation, the clients of the City's six (6) Senior Care Centers; and

WHEREAS, Jersey City deems alleviating food and nutrition insecurity to be a critical issue for certain populations within the City and consistent with its mission, JCMC desires to support the City in addressing this issue, including, without limitation, education, urban farming, and construction, implementation and sponsorship of one or more greenhouse projects within the City; and

WHEREAS, JCMC promotes initiatives to improve the quality, scope and cost of health care available to the City's employees; and

WHEREAS, in recognition of these mutual goals and principles, JCMC has agreed to support the City by making health care collaboration payments to the City for the years 2016 through 2023, subject to the terms and conditions set forth under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, as well as other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto do hereby covenant and agree as follows:

1. The recitals set forth above are incorporated herein, and made part of this Agreement.

2. In consideration of this Agreement, JCMC will make health care collaboration payments to Jersey City in the aggregate amount of \$500,000 for 2016 and \$500,000 for 2017. The scheduled payments for 2016 and 2017 are described in Paragraph 3 below.

3. The 2016 and 2017 health care collaboration payments in the total amount by \$1,000,000 will be paid within twenty (20) days of execution of this Agreement.

4. In further consideration of this Agreement, JCMC agrees to pay Jersey City an annual health care collaboration payment for the tax years 2018 through 2023 equal to \$250,000 per year.

5. JCMC and Jersey City agree that the 2018 health care collaboration payment (\$250,000) shall be paid on or before December 31, 2018. For the years 2019 through 2023, the annual health care collaboration payment of \$250,000 shall be paid to Jersey City by June 30<sup>th</sup> of each calendar year.

6. Any notices, statements, demands, consents, approvals or other communications required or permitted to be given or to be served upon either party hereto in connection with this Agreement, must be in writing and must be delivered personally, sent by nationally recognized overnight delivery service or sent by United States certified or register mail, return receipt requested, and will be deemed to have been given and received on the day delivered personally, or on the first business day after the day it is dispatched to a nationally recognized overnight delivery service, or on third business day after so mailed. Such notice must be given to the parties at their following respective addresses or at such other address as either party may hereafter designate to the other party in writing in the manner herein above provided.

If to JCMC: Jersey City Medical Center, Inc.  
Office of the President  
355 Grand Street  
Jersey City, New Jersey 07302  
Attention: Joseph Scott, President and Chief Executive Officer

With a copy to: RWJ Barnabas Health  
95 Old Short Hills Road  
West Orange, New Jersey 07052  
Attention: David A. Mebane, General Counsel

If to Jersey City: City of Jersey City  
Office of the City Administrator  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Brian D. Platt, Business Administrator

With a copy to: City of Jersey City  
Office of the City Attorney  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Peter J. Baker, Corporation Counsel

7. Each party hereto agrees to act in good faith with respect to the other party in exercising its rights and discharging its obligations under this Agreement.

8. This Agreement constitutes the entire agreement of the parties hereto with respect to the matter set forth herein and supersedes any prior understanding or agreement, oral or written.

9. This Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of, and shall not be construed for or against, any party hereto.



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

11. On October 10, 2018 , 2018 at a City Council meeting, the City Council introduced and passed a Resolution authorizing the Mayor and/or City Clerk to enter into this Agreement.

12. This Agreement may not be amended in any fashion except by an instrument in writing signed by all of the parties hereto.

13. This Agreement is binding upon the successors and assigns of any and all of the parties hereto.

14. This Agreement will remain in effect and binding upon both parties until amended or terminated by mutual agreement of the parties hereto.

15. This Agreement may be signed in counterparts, each of which will be deemed an original.

(Remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, JERSEY CITY MEDICAL CENTER, INC. executes this Health Care Collaboration Agreement, and THE CITY OF JERSEY CITY acknowledges and agrees to its terms and conditions, as of the day and year first above written.

WITNESS

JERSEY CITY MEDICAL CENTER, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph Scott,  
President and Chief Executive Officer

WITNESS

THE CITY OF JERSEY CITY

\_\_\_\_\_  
, City Clerk

By: \_\_\_\_\_  
Steven M. Fulop, Mayor

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

City Clerk File No. Res. 18-922

Agenda No. 10.Z.7

Approved: OCT 10 2018

TITLE:



**RESOLUTION RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE DePALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY; DEPARTMENT OF PUBLIC SAFETY; JERSEY CITY POLICE DEPARTMENT; OFFICE OF EQUAL OPPORTUNITY; MAYOR STEVEN FULOP; JAMES SHEA, DIRECTOR OF PUBLIC SAFETY; TERRENCE CROWLEY; JEANA ABUAN AND AMANDA KHAN IN THE MATTER OF FLOYD HARLEY V. CITY OF JERSEY CITY, ET AL.**

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

**WHEREAS**, the City of Jersey City ("City"); the Department of Public Safety; the Jersey City Police Department; the Office of Equal Opportunity; Mayor Steven Fulop; James Shea, Director of Public Safety; Terrence Crowley; Jeana Abuan and Amanda Khan were named in a complaint filed in August 2016 by Floyd Harley in the United States District Court for the District of New Jersey alleging a violation of his constitutional rights, racial discrimination and a hostile work environment; and

**WHEREAS**, the Municipal Council of the City of Jersey City ("City") approved Resolution 16-758 on November 9, 2016 ratifying and authorizing a professional services agreement from October 1, 2016 to October 1, 2017 for a total contract in the amount of \$75,000 with the law firm of Lite DePalma Greenberg, LLC to represent the City and various City officials and employees in the matter of Floyd Harley v. City of Jersey City, et al; and

**WHEREAS**, Resolution 18-449 was approved on May 9, 2018 ratifying and reauthorizing a professional service agreement from October 2, 2017 to October 2, 2018 for a total contract in the amount of \$75,000.00; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary to ratify the renewal of the contract effective October 3, 2018 and to increase the contract amount by an additional **\$75,000.00**; and

**WHEREAS**, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses; and

**WHEREAS**, the City awarded the contract to Lite DePalma Greenberg, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, an encumbrance in the amount of \$20,000 is available in **Account No. 18-01-201-23-210-312**; and

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

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

TITLE:

**RESOLUTION RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE DePALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY; DEPARTMENT OF PUBLIC SAFETY; JERSEY CITY POLICE DEPARTMENT; OFFICE OF EQUAL OPPORTUNITY; MAYOR STEVEN FULOP; JAMES SHEA, DIRECTOR OF PUBLIC SAFETY; TERENCE CROWLEY; JEANA ABUAN AND AMANDA KHAN IN THE MATTER OF FLOYD HARLEY V. CITY OF JERSEY CITY, ET AL**

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

1. An agreement with the law firm of Lite DePalma Greenberg, LLC is hereby ratified and reauthorized for one year effective October 3, 2018, and the contract amount is increased by an additional \$75,000.00; and
2. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution;

I, Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. P.O. NO. 130795

  
Donna Mauer, Chief Financial Officer

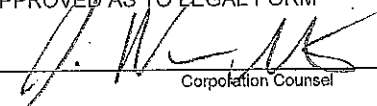
or  
10/01/2018

SMcK  
10/2/18

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

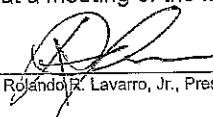
APPROVED 9-0

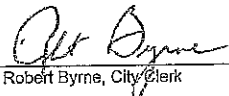
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.10.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE REAUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE DePALMA GREENBERG, LLC TO REPRESENT THE CITY OF JERSEY CITY; DEPARTMENT OF PUBLIC SAFETY; JERSEY CITY POLICE DEPARTMENT; OFFICE OF EQUAL OPPORTUNITY; MAYOR STEVEN FULOP; JAMES SHEA, DIRECTOR OF PUBLIC SAFETY; TERRENCE CROWLEY; JEANA ABUAN AND AMANDA KHAN IN THE MATTER OF FLOYD HARLEY V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          | Law                 |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | Pbaker@jcnj.org     |

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

**Contract Purpose**

This matter is still ongoing and it is necessary to renew for an additional twelve months (12).

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

Insurance Fund Commission.  
18-01-201-23-210-312  
\$75,000

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

One Year

**Type of award** Fair/Open

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

**Additional Information**

I certify that all the facts presented herein are accurate.

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

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

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Lite DePalma Greenberg, LLC, 570 Broad Street, Suite 1201, Newark, New Jersey 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Floyd Harley v. City of Jersey City, et al.*

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

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## II. WORKING RELATIONSHIP

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.



The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Term.**

The term of this agreement is twelve (12) months effective as of October 3, 2018.

**C. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**D. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**E. Acceptable Fees/Charges.**

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**F. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**H. Prohibited disbursements.**

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**I. Copying/scanning.**

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

**J. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**K. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**



**L. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**M. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**N. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**O. Vendor discounts must be passed through.**

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

**IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to

protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

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

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

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

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

**VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**VII. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brain Platt**  
**Business Administrator**

**WITNESS:**

**Lite DePalma Greenberg, LLC.**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

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

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

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

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

**Jeana F. Abuan**  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@cnj.org](mailto:abuanJ@cnj.org)

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Victor A. Afanador, Member of the Firm

Representative's Signature: 

Name of Company: Lite DePalma Greenberg LLC

Tel. No.: 973-623-3000

Date: 10.02.2018



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

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

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

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

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

Representative's Name/Title: Victor A. Afanador, Member of the Firm  
Representative's Signature: \_\_\_\_\_  
Name of Company: Lite De Palma Greenberg, LLC  
Tel. No.: 973-623-3000 Date: 10.02.2018

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

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

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

Business Name : Lite DePalma Greenberg, LLC  
Address : 570 Broad Street, Suite 1201, Newark, NJ 07102  
Telephone No. : 973-623-3000  
Contact Name : Victor A. Afanador

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: Lite DePalma Greenberg, LLC  
Address: 570 Broad Street - Suite 1201, Newark, NJ 07102  
Telephone No.: 973-623-3000  
Contact Name: Victor A. Afanador

Please check applicable category:

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

**Definitions**  
**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Lite DePalma Greenberg, LLC

Signed: *Victor A. Manador* Title: Member of the Firm

Print Name: Victor A. Manador Date: 10/02/2018

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires:

*Victor A. Manador*  
(Affiant)  
Victor A. Manador, Member of the Firm

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

**CARLA DASILVA**  
A Notary Public of New Jersey  
My Commission Expires May 4, 2019

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

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

**Part I - Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavatto for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                       |
|------------------------------|------------------------------------|
| Joseph J. DePalma            | 54 Edward Court, Basking Ridge, NJ |
| Bruce D. Greenberg           | 62 Barchester Way, Westfield, NJ   |
| Victor A. Afanador           | 17 Cheryl Lane, Roseland, NJ       |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: Lite DePalma Greenburg, LLC

Signature of Affiant: [Signature] Title: Member of the Firm

Printed Name of Affiant: Victor A. Afanador Date: 10.02.2018

Subscribed and sworn before me this 2nd day of Oct., 2018

**CARLA DASILVA**  
A Notary Public of New Jersey  
My Commission Expires May 4, 2019

[Signature]  
(Witnessed or attested by)

(Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

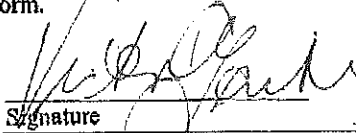
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                              |        |    |      |       |
|--------------|------------------------------|--------|----|------|-------|
| Vendor Name: | Lite DePalma Greenberg, LLC  |        |    |      |       |
| Address:     | 570 Broad Street, Suite 1201 |        |    |      |       |
| City:        | Newark                       | State: | NJ | Zip: | 07102 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature \_\_\_\_\_ Victor A. Afanador \_\_\_\_\_ Member of the Firm  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NONE             |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
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Check here if the information is continued on subsequent page(s)



*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 282  
TRENTON, N J 08648-0282

TAXPAYER NAME:  
LITE DEPALMA GREENBERG LLC

TRADE NAME:

ADDRESS:  
570 BROAD ST STE 1201  
NEWARK NJ 07102  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
0067861

ISSUANCE DATE:  
12/17/15

02/05/90

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT valid until it is displayed at the address above.

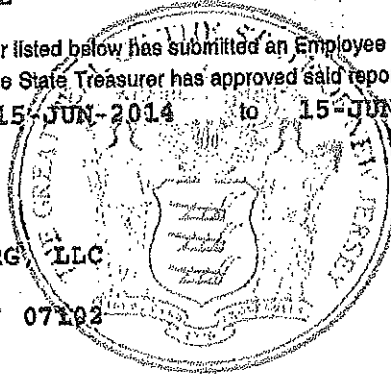


Certification 40135

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 JUN-2014** to **15 JUN-2021**

**LITE DEPALMA GREENBERG LLC**  
**570 BROAD STREET**  
**NEWARK NJ 07102**



*Ford M. Scudder*  
**FORD M. SCUDDER**  
Acting State Treasurer

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

City Clerk File No. Res. 18-923

Agenda No. 10.Z.8

Approved: OCT 10 2018

TITLE:



**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, OCTOBER 22, 2018 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL ISSUES RELATED TO THE CITY AND PERSONNEL ISSUES REGARDING PROPOSED ORDINANCE 18-122 AMENDING AND SUPPLEMENTING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE MUNICIPAL CODE ELIMINATING THE DIVISION OF AUTOMOBILE IMPOUNDING, DEMOLITION AND GRAFFITI REMOVAL AND CREATING A NEW DIVISION, THE DIVISION OF ENFORCEMENT**

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

**WHEREAS**, the Municipal Council of the City of Jersey City is the governing body of the municipality; and

**WHEREAS**, meetings of municipal governing bodies are governed by the provisions of the Open Public Meetings Act, N.J.S.A. 10:4 et seq. ("the Act"); and

**WHEREAS**, the Act requires that all meetings of governing bodies shall be open to the public, although N.J.S.A. 10:4-12 sets forth exceptions to this requirement; and

**WHEREAS**, N.J.S.A. 10:4-12(b) (8) authorizes the governing body to hold a closed session to discuss pending or anticipated personnel issues; and

**WHEREAS**, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

**WHEREAS**, the Municipal Council wishes to discuss the following matters:

1. Personnel issues regarding proposed Ordinance 18-122 amending and supplementing Chapter 3, (Administration of Government) Article IX (Department of Public Works) of the Municipal Code eliminating the Division of Automobile Impounding, Demolition and Graffiti Removal and creating a new division, the Division of Enforcement.

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

1. A closed session of the Municipal Council will be held on Monday, October 22, 2018, to discuss personnel issues regarding proposed Ordinance 18-122 amending and supplementing Chapter 3, (Administration of Government) Article IX (Department of Public Works) of the Municipal Code eliminating the Division of Automobile Impounding, Demolition and Graffiti Removal and creating a new division, the Division of Enforcement. The meeting will take place in the Efrain Rosario Municipal Council Caucus Room in City Hall, 280 Grove Street, Jersey City at 4:30 P.M. to 5:30 P.M.; and

TITLE:

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, OCTOBER 22, 2018 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL ISSUES RELATED TO THE CITY AND PERSONNEL ISSUES REGARDING PROPOSED ORDINANCE 18-122 AMENDING AND SUPPLEMENTING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE MUNICIPAL CODE ELIMINATING THE DIVISION OF AUTOMOBILE IMPOUNDING, DEMOLITION AND GRAFFITI REMOVAL AND CREATING A NEW DIVISION, THE DIVISION OF ENFORCEMENT**

- The minutes of this closed session shall be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be impaired by such release.

NG/mma  
10/10/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      | 10.10.18 |  |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|----------|--|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |          |  |
| RIDLEY                                  | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |          |  |
| PRINZ-AREY                              | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ✓   |     |      |          |  |
| BOGGIANO                                | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |          |  |

✓ Indicates 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

587  
**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, OCTOBER 22, 2018 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL ISSUES RELATED TO THE CITY AND PERSONNEL ISSUES REGARDING PROPOSED ORDINANCE 18-122 AMENDING AND SUPPLEMENTING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE MUNICIPAL CODE ELIMINATING THE DIVISION OF AUTOMOBILE IMPOUNDING, DEMOLITION AND GRAFFITI REMOVAL AND CREATING A NEW DIVISION, THE DIVISION OF ENFORCEMENT**

**Initiator**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          |                     |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | PBaker@icnj.org     |

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

**Resolution Purpose**

To advise the Council of personnel issues.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/10/18  
Date