

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

City Clerk File No. Res. 18-924

Agenda No. 10.A

Approved: OCT 24 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**  
adoption of the following resolution:

**offered and moved**

**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          |
|---|------|-------------|
| WIC Health Service Grant (HSG)                  | \$0  | \$1,802,584 |
| USA Swimming Foundation Grant-<br>Make a Splash | \$0  | \$4,824     |
| HCOS- Berry Lane Skate Park- Skate Park         | \$0  | \$500,000   |
| HCOS- Riverview Fisk Park Rehabilitation        | \$0  | \$500,000   |

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

| Grant Name                                      | From | To          |
|---|------|-------------|
| WIC Health Service Grant (HSG)                  | \$0  | \$1,802,584 |
| USA Swimming Foundation Grant-<br>Make a Splash | \$0  | \$4,824     |
| HCOS- Berry Lane Skate Park- Skate Park         | \$0  | \$500,000   |
| HCOS- Riverview Fisk Park Rehabilitation        | \$0  | \$500,000   |

**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]

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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 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**

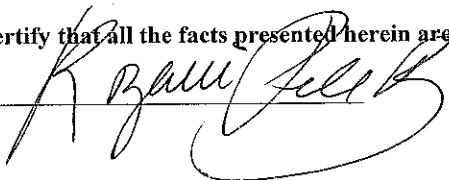
|                     |                      |                     |
|---------------------|----------------------|---------------------|
| Department/Division | Administration       | Management & Budget |
| Name/Title          | Rozani Pelc-Penteado | (jjm)               |
| Phone/email         | (201) 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: 10/16/2018

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

City Clerk File No. Res. 18-925

Agenda No. 10.B

Approved: OCT 24 2018

TITLE:



## A RESOLUTION COMMENDING CPL. RICHARD HAMILTON FOR HIS SERVICE TO THE UNITED STATES OF AMERICA

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

**WHEREAS, Corporal Richard Hamilton**, also known as "The Artist," was born in Kingston, Jamaica in October of 1930, raised in Newark, New Jersey, and lived for more than 40 years in Jersey City, New Jersey; and,

**WHEREAS, Corporal Richard Hamilton** received an education focused on the arts in both high school and in college, hence the nickname "The Artist;" and,

**WHEREAS, Corporal Richard Hamilton** took the military oath on June 22, 1950, just three days before the United States was provoked to enter into the Korean War, and reported to Fort Dix, NJ on Monday, June 26, 1950, serving in the United States Army until his Honorable Discharge in July of 1953; and,

**WHEREAS, Corporal Richard Hamilton** served in the front lines of combat in Korea with Company B, 224 RCT, 40<sup>th</sup> Division with assignments including Massacre Valley, Teague, Pachung Pusan, Kung Dung Ni, Kopje-Do, Cheju-Do, and Kum Wha Valley; and,

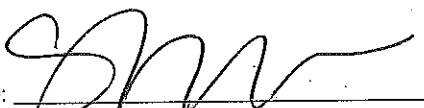
**WHEREAS, Corporal Richard Hamilton** holds the distinction of being the first honor graduate to complete the Army's First Class Cooks and Bakers course; and,

**WHEREAS**, following his service in the United States Army, **Corporal Richard Hamilton** returned to civilian life where he became a professional artist and historian; and,

**WHEREAS, Corporal Richard Hamilton** is an active member of the Veterans of Foreign Wars, Shelton Post No. 2294 in Jersey City, NJ; and

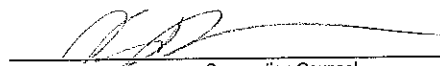
**WHEREAS, Corporal Richard Hamilton** is a widower, and proud father of two daughters.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that **Corporal Richard Hamilton** is hereby recognized, thanked, and honored for his service to his country, and for being a most venerable resident of the City of Jersey City.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 116  
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

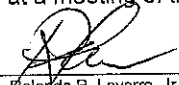
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |        |      |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
|   |     |     |      |               |     |     |      | 10.24.18       |     |        |      |
| 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.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTIONS HONORING LEON TUCKER, FRED JACKSON, RAFAEL NIEVES JR. AND RICHARD HAMILTON FOR THEIR SERVICE TO THE UNITED STATES OF AMERICA**

**Initiator**

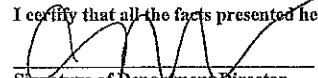
|                     |                         |                    |
|---------------------|-------------------------|--------------------|
| Department/Division | Health & Human Services | Veterans' Affairs  |
| Name/Title          | Stacey Flanagan         | Director           |
| Phone/email         | (201) 547 6560          | SFlanagan@jenj.org |

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

**Resolution Purpose**

These 4 ceremonial resolutions were done in preparation for Veterans Day commemorations, including a Flag Raising at City Hall on November 7<sup>th</sup> and the Veterans Day Parade on November 10<sup>th</sup>.

I certify that all the facts presented herein are accurate.

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

October 15, 2018  
Date

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

City Clerk File No. Res. 18-926

Agenda No. 10.C

Approved: OCT 24 2018

TITLE:



## A RESOLUTION COMMENDING FRED JACKSON FOR HIS SERVICE TO THE UNITED STATES OF AMERICA

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

**WHEREAS, Fred Jackson** was born in Marion, South Carolina on March 20, 1928, and moved to Jersey City, New Jersey with his family at the age of 5; and,

**WHEREAS, Fred Jackson** attended Jersey City Public Schools throughout his childhood, and upon graduation from High School enrolled in the United States Marine Corps; and,

**WHEREAS, Fred Jackson** served his country overseas during the Second World War in Guam, Japan, and Hawaii, and was honorably discharged in 1946; and,

**WHEREAS, when Fred Jackson** returned to Jersey City after his military service, he became active in the Civil Rights movement, participating in Dr. Martin Luther King's March on Washington in 1963, and working as a community organizer for the Can Do and Model Cities programs to address urban development issues; and,

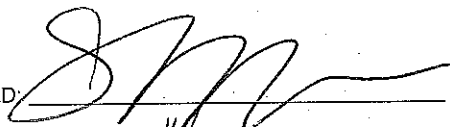
**WHEREAS, in addition to his advocacy, Fred Jackson** worked for the Jersey City Board of Education for many years, and was serving as a Guidance Counselor before his retirement; and,


**WHEREAS, Fred Jackson** is a lifelong member of Mt. Pisgah AME Church in Jersey City; and,

**WHEREAS, Fred Jackson** is the proud father of Kama, Deborah, Gregory, Kevin, Cynthia, Vanessa, Jesse, Twain, and Myra, grandfather of 20 and great-grandfather of one; and

**WHEREAS, Fred Jackson** recently celebrated his 90<sup>th</sup> birthday.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that **Fred Jackson** is hereby recognized, thanked, and honored for his service to his country, and for being a most venerable resident of the City of Jersey City.

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

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

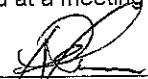
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET -- NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTIONS HONORING LEON TUCKER, FRED JACKSON, RAFAEL NIEVES JR. AND RICHARD HAMILTON FOR THEIR SERVICE TO THE UNITED STATES OF AMERICA

**Initiator**

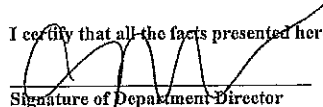
|                     |                         |                    |
|---------------------|-------------------------|--------------------|
| Department/Division | Health & Human Services | Veterans' Affairs  |
| Name/Title          | Sacey Flanagan          | Director           |
| Phone/email         | (201) 547 6560          | SFlanagan@jcnj.org |

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

**Resolution Purpose**

These 4 ceremonial resolutions were done in preparation for Veterans Day commemorations, including a Flag Raising at City Hall on November 7<sup>th</sup> and the Veterans Day Parade on November 10<sup>th</sup>.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

October 15, 2018  
Date

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

City Clerk File No. Res. 18-927

Agenda No. 10.D

Approved: OCT 24 2018

TITLE:



**A RESOLUTION POSTHUMOUSLY COMMENDING  
RAFAEL NIEVES, JR. FOR HIS SERVICE TO THE  
UNITED STATES OF AMERICA**

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

**WHEREAS, Rafael Nieves Jr.** was a proud resident of Jersey City, New Jersey, who belonged to his High School's ROTC program and enlisted in the military shortly after graduation; and,

**WHEREAS, Rafael Nieves, Jr.** was assigned to the Army's 1<sup>st</sup> Battalion, 506<sup>th</sup> Infantry, 4<sup>th</sup> Brigade Combat Team, 101<sup>th</sup> Airborne Division at Fort Campbell, Kentucky; and,

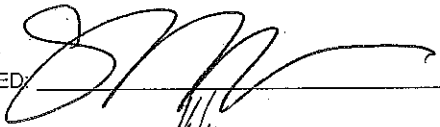
**WHEREAS, during his time at Fort Campbell, Rafael Nieves Jr.** met his wife, Sarah McKinney, and together they were blessed with two children, Emma and Rafael; and,

**WHEREAS, Rafael Nieves Jr.** was deployed to Afghanistan, where he was ultimately killed when enemy combatants attacked his vehicle while on patrol in the border region near the Pakistani border; and,

**WHEREAS, Rafael Nieves Jr.** was only on this earth for 22 years, but his family is keeping his memory alive with a perpetual memorial on Roosevelt Avenue in Jersey City with American flags, candles, and flowers; and,

**WHEREAS, Rafael Nieves Jr.** lost his life while doing what he was born to do – defending the country that he loved so dearly, with his legacy serving as a reminder that Freedom Isn't Free.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that **Rafael Nieves Jr.** is hereby posthumously recognized, thanked, and honored for his service to his country, and for being a most venerable resident of the City of Jersey City.

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

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required


APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTIONS HONORING LEON TUCKER, FRED JACKSON, RAFAEL NIEVES JR. AND RICHARD HAMILTON FOR THEIR SERVICE TO THE UNITED STATES OF AMERICA**

**Initiator**

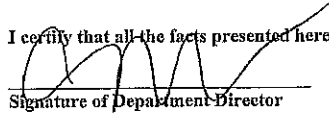
|                     |                         |                   |
|---------------------|-------------------------|-------------------|
| Department/Division | Health & Human Services | Veterans' Affairs |
| Name/Title          | Stacey Flanagan         | Director          |
| Phone/email         | (201) 547 6560          | SFlanagan@cnj.org |

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

**Resolution Purpose**

These 4 ceremonial resolutions were done in preparation for Veterans Day commemorations, including a Flag Raising at City Hall on November 7<sup>th</sup> and the Veterans Day Parade on November 10<sup>th</sup>.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

October 15, 2018  
Date



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

City Clerk File No. Res. 18-928

Agenda No. 10.E

Approved: OCT 24 2018

TITLE:



## A RESOLUTION COMMENDING LEON TUCKER FOR HIS SERVICE TO THE UNITED STATES OF AMERICA

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

**WHEREAS**, Leon Tucker is a proud resident of Jersey City, New Jersey; and,

**WHEREAS**, Leon Tucker enlisted in the United States Navy where he served as a Gunners Mate during the Viet Nam War; and,

**WHEREAS**, during his time in the Navy, Leon Tucker received outstanding recognition and awards for his performance, and spent his most memorable years aboard the USS New Jersey; and,

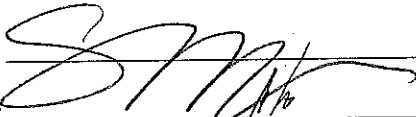
**WHEREAS**, when Leon Tucker returned to Jersey City after his military service, he was driven to pursue public service as a member of the Jersey City Police Department, where he was an officer for 23 years; and,

**WHEREAS**, as a member of the JCPD, Leon Tucker was part of the visible proponents of deterrence and peacekeeping, assigned to police high-crime areas in the City; and,

**WHEREAS**, Leon Tucker is a tireless community advocate, volunteering with his church, various community outreach programs, and serving as a Legacy Member of the Veterans of Ward in the United States; and,

**WHEREAS**, Leon Tucker has been married to the love of his life, Hilda, for 36 years, and together they have been blessed with two daughters and five grandchildren.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that **Leon Tucker** is hereby recognized, thanked, and honored for his service to his country, and for being a most venerable resident of the City of Jersey City.

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

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

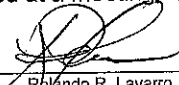
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |        |      |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 10.24.18                                |     |     |      |               |     |     |      |                |     |        |      |
| 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.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

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**Full Title of Ordinance/Resolution**

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**Initiator**

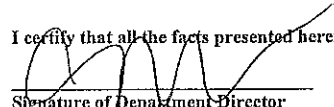
|                     |                         |                   |
|---------------------|-------------------------|-------------------|
| Department/Division | Health & Human Services | Veterans' Affairs |
| Name/Title          | Stacey Flanagan         | Director          |
| Phone/email         | (201) 547 6560          | SFlanagan@cnj.org |

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

**Resolution Purpose**

These 4 ceremonial resolutions were done in preparation for Veterans Day commemorations, including a Flag Raising at City Hall on November 7<sup>th</sup> and the Veterans Day Parade on November 10<sup>th</sup>.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

October 15, 2018  
Date

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

City Clerk File No. Res. 18-929

Agenda No. 10.F

Approved: OCT 24 2018

TITLE:



## A RESOLUTION RECOGNIZING PRAYERS FOR PEACE AS A DAY OF REFLECTION AND PRAYER FOR THOSE WHO SUFFERED DURING THE KOREAN WAR

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

**WHEREAS;** The Korean War was a devastating event for countries all around the world. A product of the Cold War between the Soviet Union and the United States, Korea had been spilt into two states, the Democratic People's Republic of Korea (North Korea) and the Republic of Korea (South Korea). A battle ensued over boundaries and who would be the sole legitimate government for all of Korea. The conflict escalated into open warfare when North Korean forces moved into the south on June 25<sup>th</sup> 1950. Soon after, The United Nations Security Council authorized the formation and dispatch of UN forces to Korea. Twenty-one countries of the United Nations eventually contributed to the UN force, with the United States providing around 90% of the military personnel; and

**WHEREAS;** The fighting ended on July 27<sup>th</sup> 1953, when an armistice was signed. The agreement created the Korean Demilitarized Zone to separate North and South Korea, and allowed the return of prisoners. During the entire span of the Korean War, more than 5.7 million Americans served and fought, 133 of them coming from Hudson County. As per the Pentagon's reports, there were 36,913 Americans who died due to battle, illness, accidents, and other non-battle causes during the Korean War; and

**WHEREAS;** Hudson County has always shown their support for the veterans who served during the Korean War. In 2002, a Korean War Monument was built by the Korean War Veterans of Hudson County in Jersey City on Washington Street in the Paulus Hook neighborhood. After vandals defaced the memorial, a generous donation from the province of Gyeonggi, South Korea helped restore the damaged memorial; and

**WHEREAS;** A Memorial Service, **Prayers for Peace**, will be held on October 20th, 2018 at 10am honoring the Korean War Veterans. The service will take place at the Korean War Monument on Washington Street. Hye Seong Sunim, who will be leading the event, introduced Korean Buddhism to America 40 years ago. Many other Sunims will be praying for those who have passed during the war and a special tea ceremony will be presented;

**NOW, THEREFORE BE IT RESOLVED,** that the Municipal Council of the City of Jersey City hereby thanks Joseph Swinson, President of Korean War Veterans Association of Hudson County and chairman of **Prayers for Peace**, Councilman Michael Yun and Councilman James Solomon who are the honorary co-chairmen for organizing **Prayers for Peace** and extends their utmost gratitude to all those who served in the Korean War.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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]  
Rafaelo 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. 18-930

Agenda No. 10.G

Approved: OCT 24 2018

TITLE:



## RECOGNIZING EDWARD J BAEZ FOR HIS DEDICATION TO JERSEY CITY AND THE LGBTQ COMMUNITY

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

**WHEREAS, Edward J. Baez** was born in New York City 1956, **Eddie**, as he prefers to be called, is a first generation Puerto Rican/Nuyoricano who grew up on the Lower East Side of Manhattan; and

**WHEREAS, Eddie Baez** has been involved in HIV/AIDS education and Social Work as a profession and activist for over 30 years of his life. In 2007, **Eddie** and his husband Erik moved to Jersey City. In an attempt to make friends and meet new neighbors, **Eddie** and Erik co-founded the group Gayborhood Jersey City in 2009. Through social events, **Eddie** was able to activate the LGBTQ community to engage in social change. Gayborhood has grown significantly from its humble beginnings and is now over 2200 members strong; and

**WHEREAS, Eddie Baez** became intricately involved in the Jersey City LGBTQ community and quickly became friends with the founders of Jersey City Gay Pride, Jersey City Lesbian Gay Outreach. (JCLGO). Soon he was assisting and then, starting in 2014, began producing the multiple day festival. The very popular event attracted over 14,000 attendees last year making it the second largest LGBT event in New Jersey; and

**WHEREAS, Eddie** has become a face of leadership and facilitator for many progressive social and artistic groups in Jersey City including Jersey City's Puerto Rican community;

**NOW, THEREFORE, BE IT RESOLVED** by the Jersey City Municipal Council that **Edward "Eddie" Baez** is honored for his tireless service and thanked for all he has done to make Jersey City a welcoming place for the LGBTQ Community.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |        |     |      |
|---|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 10.24.18                                |     |     |      |               |     |     |      |                |        |     |      |
| 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 Byrne, City Clerk

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

City Clerk File No. Res. 18-931

Agenda No. 10.H

Approved: OCT 24 2018

TITLE:



## COMMEMORATING THE DEDICATION OF BERRY LANE PARK

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

**WHEREAS**, Bernard J. Berry was born in Jersey City, New Jersey in 1913, and served as Mayor of Jersey City from 1953-1957; and,

**WHEREAS**, Bernard J. Berry commitment to Jersey City showed in his actions, prior to becoming Mayor he also served as the President of the Board of Education, Commissioner of Parks and Recreation, and Commissioner of Public Safety; and,

**WHEREAS**, of all his contributions to his community, Berry Lane Park was a vision he had to provide an outdoor haven for all city residents, visitors and future Jersey City generations; and,

**WHEREAS**, the City of Jersey City is proud to honor Bernard J. Berry with a memorial plaque at Berry Lane Park in Jersey City; and

**WHEREAS**, the Memorial's inscription will read:

*In Honor of  
Bernard J. Berry*

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council hereby honor Bernard J. Berry and hereby commemorated, and that Treasure Berry Lane Park will inspire visitors and future generations to come.

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

APPROVED AS TO LEGAL FORM

APPROVED: Mb

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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.

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

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

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

City Clerk File No. Res. 18-932

Agenda No. 10; I

Approved: OCT 24 2018

TITLE:



## A RESOLUTION URGING THE UNITED STATES CONGRESS TO ENACT A REVENUE-NEUTRAL CARBON FEE

**COUNCIL** Offered and Moved for Adoption the Following Resolution:

**WHEREAS**, the Intergovernmental Panel on Climate Change (IPCC) has stated in its 5<sup>th</sup> Assessment Report, Climate Change 2013: The Physical Science Basis, that “warming of the climate system is unequivocal,” and “it is extremely likely that human influence has been the dominant cause of the observed warming since the mid-20th century;” and,

**WHEREAS**, the National Academy of Sciences has stated that “It is now more certain than ever, based on many lines of evidence, that humans are changing Earth’s climate. The atmosphere and oceans have warmed, accompanied by sea-level rise, a strong decline in Arctic sea ice, and other climate-related changes;” and,

**WHEREAS**, the global atmospheric concentration of CO<sub>2</sub> has now surpassed 410 parts per million—the highest level in the last 800,000 years; and,

**WHEREAS**, the National Oceanic and Atmospheric Administration (NOAA) reports that average global surface temperatures of the earth in 2017 were 0.84 degrees Celsius above the 20th century average; and,

**WHEREAS**, the 2014 National Climate Assessment found that continued warming of the atmosphere will cause New Jersey to experience heat waves, sea-level rise, flooding, threats to infrastructure, and harm to agriculture; and,

**WHEREAS**, conservative estimates by the world’s climate scientists state that to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80% below 1990 levels by 2050; and,

**WHEREAS**, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and,

**WHEREAS**, to begin to correct this market failure, Congress can enact a national carbon fee on fossil fuels, based on the amount of CO<sub>2</sub> the fuel will emit when burned; and,

**WHEREAS**, for efficient administration, fossil fuels can be taxed once, as far upstream in the economy as practical, or at the port of entry into the United States; and,

**WHEREAS**, a national, revenue-neutral carbon fee starting at a relatively low rate and increasing steadily over future years is a market-based solution that would minimally disrupt the economy while sending a clear and predictable price signal to businesses to develop and use non-carbon-based energy resources; and,

**WHEREAS**, the Citizens’ Climate Education Corporation (CCEC) contracted a third party, Regional Economic Modeling, Inc. (REMI) to do a nation-wide macroeconomic study on the impact of a revenue-neutral carbon fee; and,

**WHEREAS**, REMI’s study predicted that, after 10 years, a revenue-neutral carbon fee would lead to a decrease in CO<sub>2</sub> emissions by 33 percent, an increase in national employment of 2.1 million jobs, and an average monthly dividend for a family of four of \$288; and,

**WHEREAS**, border adjustments—carbon content-based tariffs on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid—can maintain the competitiveness of U.S. businesses in global markets; and,

**WHEREAS**, a national revenue-neutral carbon fee can be implemented quickly and efficiently, thereby responding to the urgency of the climate crisis, because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee and distribute the dividend, and already collects taxes from fossil fuel producers and importers; and,

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

City Clerk File No. Res. 18-932

2 pg.

Agenda No. 10.1

Approved: OCT 24 2018

TITLE:



## A RESOLUTION URGING THE UNITED STATES CONGRESS TO ENACT A REVENUE-NEUTRAL CARBON FEE

**WHEREAS**, a national carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st Century, and would incentivize other countries to enact similar carbon fees, reducing global CO<sub>2</sub> emissions without the need for complex international agreements;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Jersey City urges the United States Congress to enact without delay a fee on carbon-based fossil fuels; and,

**BE IT FURTHER RESOLVED**, that the fee should be collected once, as far upstream in the economy as practical, or at the port of entry into the United States; and,

**BE IT FURTHER RESOLVED**, that the fee rate should start low and increase steadily and predictably, to achieve the goal of reducing U.S. CO<sub>2</sub> emissions to 10% of 1990 levels by 2050; and,

**BE IT FURTHER RESOLVED**, that all fee revenue should be returned to households to protect low and middle income Americans from the impact of rising prices due to the fee; and,

**BE IT FURTHER RESOLVED**, that the international competitiveness of U.S. businesses should be protected by using carbon content-based border tariffs and fee refunds; and,

**BE IT FURTHER RESOLVED**, that copies of this resolution be distributed to U.S. Senators Robert Menendez and Cory Booker and U.S. Representatives Donald Payne, Jr. and Albio Sires.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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 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**

**A RESOLUTION URGING THE UNITED STATES CONGRESS  
TO ENACT A REVENUE-NEUTRAL CARBON FEE**

**Initiator**

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Department/Division | Council Office  |                   |
| Name/Title          | Rolando Lavarro | Council President |
| Phone/email         | (201) 547 5268  | RLavarro@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 urges the United States Federal Government to take action to curb the output of Carbon Dioxide with the goal of slowing and hopefully one day reversing the impacts of man-made global climate change.

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

  
\_\_\_\_\_  
**Signature of Council President**

October 17, 2018, \_\_\_\_\_  
**Date**



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

City Clerk File No. Res. 18-933

Agenda No. 10.J

Approved: OCT 24 2018

TITLE:



**RESOLUTION TO AMEND RESOLUTION 18-727 TO CORRECT THE AMOUNT OF THE CITY'S MORTGAGE AND AUTHORIZE THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 88 DWIGHT STREET A/K/A BLOCK 1324, LOT 35, F/K/A BLOCK 25101, LOT 31**

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

**WHEREAS**, on April 20, 2007, Shelia Page Clark (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$25,400.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, on August 15, 2018, Resolution 18-727 approved the discharge of the City's mortgage in the amount of \$6,000.00, which was an error, as the correct amount of the mortgage is \$25,400.00.

**WHEREAS**, on May 3, 2007, the City's Mortgage was recorded in Book 15810 at Page 330 of the Register of Deeds for Hudson County; and

**WHEREAS**, the City's Mortgage self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 88 Dwight Street, Jersey City, a/k/a Block 1324, Lot 35, f/k/a Block 25101, Lot 31; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is satisfied that the Borrower owned and occupied the property throughout the term of the mortgage. Therefore, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$25,400.00 affecting 88 Dwight Street, Jersey City, also known as Block 1324, Lot 35, f/k/a Block 25101, Lot 31.

JML/mma  
10/15/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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]  
Rodolfo 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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 88 Dwight Street, Jersey City, NJ 07305**

**Initiator**

|                             |                               |                                      |
|-----------------------------|-------------------------------|--------------------------------------|
| <b>Department/Division:</b> | <b>HEDC</b>                   | <b>Community Development</b>         |
| <b>Name/Title:</b>          | <b>Bill Lenahan</b> <i>BL</i> | <b>Program Monitor/Grant Analyst</b> |
| <b>Phone/Email:</b>         | <b>201-547-4728</b>           | <b>BLenahan@jcnj.org</b>             |

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 88 Dwight Street, Jersey City, NJ 07305

Block: 1324 Lot: 35

HORP/SHRP Mortgage Amount: \$25,400.00

Execution Date of HORP/SHRP Mortgage: April 20, 2007

Recording Date of HORP/SHRP Mortgage: May 3, 2007 Book: 15810 Page: 330

**Basis for Discharge of Mortgage:**

April 20, 2012  
Maturity of HORP/SHRP Mortgage: April 20, 2012  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

*[Signature]*  
\_\_\_\_\_  
Signature of Department Director

5-18-18  
\_\_\_\_\_  
Date

# Memorandum

---

**To:** Director Vigil  
**From:** Carmen Gandulla, Director --Division of Community Development  
**Date:** May 16, 2018  
**Re:** Signature Required on Documents for Recordation

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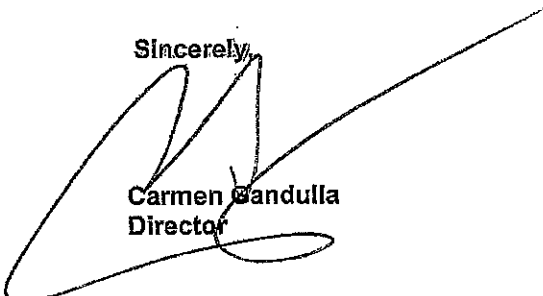
Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Shelia Page Clark  
88 Dwight Street  
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla  
Director

Cc: Jim LaBianca

RECEIVED  
2018 MAY 21 AM 4:43  
CITY OF JERSEY CITY  
LAW DEPARTMENT

# Memorandum

**To:** James LaBianca, Assistant Corporation Counsel  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** May 16, 2018  
**Re:** Signature Required on Documents for Recordation

Shelia Page Clark  
88 Dwight Street  
Jersey City, NJ 07305

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 4/20/2012. A copy of the recorded HRP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

     The HRP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of            received on           . A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

**Division of Community Development-HORP Program**  
30 Montgomery Street, Suite 404  
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

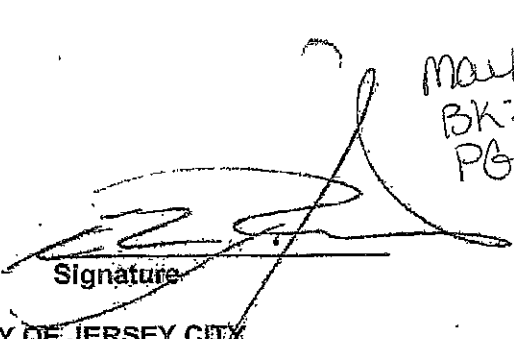
**cc:** Marcos Vigil, Director HEDC  
Carmen Gandulla, Director DCD

---

Jersey City Division of Community Development  
30 Montgomery Street Room 404, Jersey City New Jersey 07302  
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Eiva P. Rollins  
Print or Type Name

  
Signature

May 3, 2007  
BK: 15810  
PG: 330

CITY OF JERSEY CITY  
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT

**MORTGAGE**

This Mortgage is made and dated April 20, 2007 between

**BORROWER**

Resident                      Sheila Page Clark  
Address                        88 Dwight Street  
City, State & Zip            Jersey City, NJ 07305

(from now on called the "Borrower")

And

**LENDER**

City of Jersey City  
Department of Housing, Economic Development and Commerce  
Division of Community Development  
30 Montgomery St.  
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

**1. NOTE:** The Borrower is borrowing the sum of ~~(\$25,400.00)~~ (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 04/20/07 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

## REPAYMENT SCHEDULE

Up to year One 100%  
Up to year Two 80%

Up to year Three 60%  
Up to year Four 40%

Up to year Five 20%  
After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

- (a) Street address: ~~88 Dwight Street~~  
Municipal tax map designation: Block 1324 Lot 35
- (b) All buildings and other improvements that now are or will be on the land. All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
- (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by \_\_\_\_\_ and dated \_\_\_\_\_, 1. The First Mortgage was recorded in \_\_\_\_\_ County in Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_.

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal

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

City Clerk File No. Res. 18-934

Agenda No. 10.K

Approved: OCT 24 2018

TITLE:



**RESOLUTION TO AMEND RESOLUTION 18-730 TO CORRECT THE AMOUNT OF THE CITY'S MORTGAGE AND AUTHORIZE THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 22 ROOSEVELT AVENUE A/K/A BLOCK 1794, LOT 79.M, F/K/A BLOCK 18206, LOT 36**

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

**WHEREAS**, on January 13, 2006, Leroy and Sandra Glover (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$15,000.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, on August 15, 2018, Resolution 18-730 approved the discharge of the City's mortgage in the amount of \$6,000.00, which was an error, as the correct amount of the mortgage is \$15,000.00; and

**WHEREAS**, on February 9, 2006, the City's Mortgage was recorded in Book 14056 at Page 00121 of the Register of Deeds for Hudson County; and

**WHEREAS**, the City's mortgage self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 22 Roosevelt Avenue, Jersey City, a/k/a known as Block 1794, Lot 79.M, f/k/a Block 18206, Lot 36; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is satisfied that the Borrowers owned and occupied the property throughout the term of the mortgage. Therefore, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,000.00 affecting 22 Roosevelt Avenue, Jersey City, also known as Block 1794, Lot 79.M, f/k/a Block 18206, Lot 36.

JML/mma  
10/15/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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]  
Rafaelo 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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 22 Roosevelt Avenue, Jersey City, NJ 07304**

**Initiator**

|                             |                               |                                      |
|-----------------------------|-------------------------------|--------------------------------------|
| <b>Department/Division:</b> | <b>HEDC</b>                   | <b>Community Development</b>         |
| <b>Name/Title:</b>          | <b>Bill Lenahan</b> <i>BL</i> | <b>Program Monitor/Grant Analyst</b> |
| <b>Phone/Email:</b>         | <b>201-547-4728</b>           | <b>BLenahan@jcnj.org</b>             |

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

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**  
Property Address: 22 Roosevelt Avenue, Jersey City, NJ 07304  
Block: 1794 Lot: 79.M  
HORP/SHRP Mortgage Amount: \$15,000.00  
Execution Date of HORP/SHRP Mortgage: January 13, 2006  
Recording Date of HORP/SHRP Mortgage: February 9, 2006 Book: 14056 Page: 00121  
**Basis for Discharge of Mortgage:**  
 Maturity of HORP/SHRP Mortgage: January 13, 2011  
Maturity Date  
  
\_\_\_\_ Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

*James J. U...*  
Signature of Department Director

5-18-18  
Date



# Memorandum

**To:** Director Vigil  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** May 16, 2018  
**Re:** **Signature Required on Documents for Recordation**

---

Dear Director Vigil,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Leroy & Sandra Glover  
22 Roosevelt Avenue  
Jersey City, NJ 07304

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla  
Director

Cc: Jim LaBianca

RECEIVED  
2018 MAY 21 AM 4:43  
CITY OF JERSEY CITY  
LAW DEPARTMENT

# Memorandum

**To:** James LaBianca, Assistant Corporation Counsel  
**From:** Carmen Gandulla, Director – Division of Community Development  
**Date:** May 16, 2018  
**Re:** Signature Required on Documents for Recordation

Leroy & Sandra Glover  
22 Roosevelt Avenue  
Jersey City, NJ 07304

X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 1/13/2011. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

     The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of \_\_\_\_\_ received on \_\_\_\_\_. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

**Division of Community Development-HORP Program**  
30 Montgomery Street, Suite 404  
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

**cc: Marcos Vigil, Director HEDC**  
**Carmen Gandulla, Director DCD**

---

Jersey City Division of Community Development  
30 Montgomery Street Room 404, Jersey City New Jersey 07302  
201/547-4747 Fax: 201/547-5104

**CHARGE**

This Mortgage was prepared by:

Deloris Ransom  
Print or Type Name

*Deloris Ransom*  
Signature

02/09/2006 02:52P  
BARBARA A. DONNELLY  
HUDSON COUNTY  
REGISTER OF DEEDS  
Receipt No. 307365

CITY OF JERSEY CITY  
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT

**MORTGAGE**

This Mortgage is made and dated January 13, 2006 between

000035907  
RECEIVED  
AND  
RECORDED  
MORTGAGE

**BORROWER**

Resident Leroy & Sandra Glover  
Address 22 Roosevelt Ave  
City, State & Zip Jersey City, NJ 07304

(from now on called the "Borrower")

And

**LENDER**

City of Jersey City  
Department of Housing, Economic Development and Commerce  
Division of Community Development  
30 Montgomery St.  
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

**1. NOTE:** The Borrower is borrowing the sum of **(\$15,000.00)** (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 1-13-06 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

BK:14056 PG:00121

## REPAYMENT SCHEDULE

If within the 1<sup>st</sup> 5 years 100%      if within the 6<sup>th</sup> year 80%      if within 7<sup>th</sup> year 50%  
If with 8<sup>th</sup> year 25%              if within the 9<sup>th</sup> year 10%  
After the 10<sup>th</sup> year has ended 0%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 22 Roosevelt Ave  
Municipal tax map designation: Blk 1794 Lot 79.M
  - (b) All buildings and other improvements that now are or will be on the land.  
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
  - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Ameriquest Mortgage Co. and dated \_\_\_\_\_ 1. The First Mortgage was recorded in \_\_\_\_\_ County in Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
  - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
  - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
  - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
  - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included

**BK=14056    PG=00122**

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

City Clerk File No. Res. 18-935  
 Agenda No. 10.1  
 Approved: OCT 24 2018  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
 APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF  
 LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC  
 SAFETY DRUNK DRIVING ENFORCEMENT FUND (FY 2018)**

**COUNCIL as a whole  
 of the following resolution**

**Offered and moved adoption**

**WHEREAS**, Driving while intoxicated creates many dangers to motorists and pedestrians of the City of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger and would like to invite the Jersey City Police Department to apply for funds under the **2018 Drunk Driving Enforcement Fund (DDEF)** in the amount of **\$11,731.90**; and

**WHEREAS**, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

**WHEREAS**, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

**WHEREAS**, the Division of Highway Traffic Safety will award the Jersey City Police Department a total of **\$11,731.90** upon completion of this grant application; and

**WHEREAS**, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

**WHEREAS**, the Jersey City Police Department would like to apply for the **\$11,731.90** grant from the Division of Highway Traffic Safety's 2017 Drunk Driving Enforcement Fund.

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

1. The City of Jersey City is authorized to submit an application to the New Jersey Law and Public Safety for the 2018 Drunk Driving Enforcement Fund; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: *Luzana Moody*  
 Business Administrator

APPROVED AS TO LEGAL FORM R.R.  
10-10-18  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED **8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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 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  
APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF  
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC  
SAFETY DRUNK DRIVING ENFORCEMENT FUND (FY 2018)**

**Project Manager**

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

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

**Contract Purpose**

The Jersey City Police Department will apply for the **FY 2018 Drunk Driving Enforcement Fund** for the amount of **\$11,731.90**. These funds will be used to combat drunk driving for Officers to conduct Sobriety Checkpoints and DWI Roving Patrols. Overtime salaries will be covered at 100% by DDEF funds for these specialized enforcement activities.

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

Grant Funds

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

Upon notice of award until December 31, 2019

Type of award State Grant

If "Other Exception", enter type

**Additional Information**

Not Applicable

I certify that all the facts presented herein are accurate.

*Jaclyn Marcazo*  
Signature of Department Director

10/2/18  
Date

## \*Alphabetical Listing

|  |      | Unclaimed<br>Funding | Current<br>Funding | Total<br>Funds<br>Available |
|--|------|----------------------|--------------------|-----------------------------|
| HI-NELLA BORO                              | CAM  | \$2,409.92           | \$978.86           | \$3,388.78                  |
| HOBOKEN CITY                               | HUD  |                      | \$6,822.46         | \$6,822.46                  |
| HO-HO-KUS BORO                             | BERG |                      | \$1,675.92         | \$1,675.92                  |
| HOLLAND TWP.                               | HUN  | \$500.59             |                    | \$500.59                    |
| HOLMDEL TWP                                | MON  | \$6,391.23           | \$8,504.96         | \$14,896.19                 |
| HOPATCONG BORO                             | SUSS |                      | \$8,555.76         | \$8,555.76                  |
| HOPEWELL TWP (Incl. Hopewell Boro)         | MER  |                      | \$4,960.61         | \$4,960.61                  |
| HOWELL TWP                                 | MON  |                      | \$19,550.92        | \$19,550.92                 |
| HUDSON COUNTY SHERIFF                      | HUD  |                      | \$4,360.51         | \$4,360.51                  |
| INDEPENDENCE TOWN                          | WARR | \$1,542.17           | \$1,999.39         | \$3,541.56                  |
| IRVINGTON TOWN                             | ESS  |                      | \$2,457.12         | \$2,457.12                  |
| ISLAND HEIGHTS BORO                        | OCE  | \$1,726.43           | \$385.04           | \$2,111.47                  |
| JACKSON TWP                                | OCE  |                      | \$13,307.33        | \$13,307.33                 |
| JAMESBURG BORO                             | MID  | \$2,610.04           | \$1,497.21         | \$4,107.25                  |
| JEFFERSON TWP                              | MOR  |                      | \$7,157.54         | \$7,157.54                  |
| JERSEY CITY                                | HUD  |                      | \$11,731.90        | \$11,731.90                 |
| KEAN UNIVERSITY                            | UNI  | \$2,091.32           | \$160.27           | \$2,251.59                  |
| KEANSBURG BORO                             | MON  | \$2,044.34           | \$2,036.56         | \$4,080.90                  |
| KEARNY TOWN                                | HUD  | \$10,067.04          | \$8,899.52         | \$18,966.56                 |
| KENILWORTH BORO                            | UNI  | \$1,333.48           | \$1,851.16         | \$3,184.64                  |
| KEYPORT BORO                               | MON  | \$10,604.03          | \$8,589.67         | \$19,193.70                 |
| KINNELON BORO                              | MOR  | \$4,414.84           | \$2,416.89         | \$6,831.73                  |
| LACEY TWP                                  | OCE  |                      | \$10,721.20        | \$10,721.20                 |
| LAKE COMO (Form. South Belmar Boro)        | MON  | \$370.73             |                    | \$370.73                    |
| LAKEHURST BORO                             | OCE  | \$18,314.22          | \$2,529.68         | \$20,843.90                 |
| LAKWOOD TWP                                | OCE  | \$47,120.58          | \$16,231.58        | \$63,352.16                 |
| LAMBERTVILLE CITY                          | HUN  |                      | \$2,249.76         | \$2,249.76                  |
| LAUREL SPRINGS BORO                        | CAM  | \$82.38              | \$538.52           | \$620.90                    |
| LAVALETTE BORO                             | OCE  | \$2,156.50           | \$572.94           | \$2,729.44                  |
| LAWNSIDE BORO                              | CAM  |                      | \$2,363.95         | \$2,363.95                  |
| LAWRENCE TWP                               | MER  |                      | \$6,550.62         | \$6,550.62                  |
| LEBANON TWP                                | HUN  |                      | \$1,204.15         | \$1,204.15                  |
| LEONIA BORO                                | BERG |                      | \$4,266.10         | \$4,266.10                  |
| LINCOLN PARK BORO                          | MOR  | \$4,163.29           | \$4,467.00         | \$8,630.29                  |
| LINDEN CITY                                | UNI  |                      | \$13,955.66        | \$13,955.66                 |
| LINDENWOLD BORO                            | CAM  |                      | \$1,751.39         | \$1,751.39                  |
| LINWOOD CITY                               | ATL  |                      | \$2,149.78         | \$2,149.78                  |
| LITTLE EGG HARBOR TWP                      | OCE  | \$22,459.62          | \$2,090.97         | \$24,550.59                 |
| LITTLE FALLS TWP                           | PASS | \$12,376.74          | \$17,706.31        | \$30,083.05                 |
| LITTLE FERRY BORO                          | BERG | \$3,616.83           | \$1,611.71         | \$5,228.54                  |
| LITTLE SILVER BORO                         | MON  | \$13,940.40          | \$1,365.15         | \$15,305.55                 |
| LIVINGSTON TWP                             | ESS  | \$15,024.96          | \$3,469.26         | \$18,494.22                 |
| LODI BORO                                  | BERG | \$28,311.62          | \$8,440.33         | \$36,751.95                 |
| LOGAN TWP                                  | GLOU |                      | \$1,099.55         | \$1,099.55                  |
| LONG BEACH TWP (Incl. Barnegat Light Boro) | OCE  | \$23,327.31          | \$3,529.54         | \$26,856.85                 |
| LONG BRANCH CITY                           | MON  |                      | \$6,905.04         | \$6,905.04                  |
| LONG HILLS TWP                             | MOR  |                      | \$2,854.58         | \$2,854.58                  |
| LONGPORT BORO                              | ATL  |                      | \$533.58           | \$533.58                    |

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

City Clerk File No. Res. 18-936

Agenda No. 10.M

Approved: OCT 24 2018

TITLE:



## **RESOLUTION TO AMEND COUNCIL RESOLUTIONS 09-533; 10-509; 13-214 AUTHORIZING THE REALLOCATION OF UNEXPENDED HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS**

**WHEREAS**, on July 15, 2009 the City of Jersey City adopted Ordinance 09-533 allocating \$93,900 to the Jersey City Episcopal Community Development Corporation of HOPWA funds for the PY 2009-10 operation of its Short-Term Rent, Mortgage and Utility assistance program ; and

**WHEREAS**, on August 4, 2010 the City of Jersey City adopted Ordinance 10-509 allocating \$1,135,414 to the Hudson County Housing Resource Center – Cornerstone Outreach Program of HOPWA funds for the PY 2010-11 operation of its Tenant-Based Rental Assistance program; and

**WHEREAS**, on August 4, 2010 the City of Jersey City adopted Ordinance 10-509 allocating \$56,340 to the Hoboken University Medical Center – F.A.I.T.H. Services program of HOPWA funds for the PY 2010-11 operation of its Short-Term Rent, Mortgage and Utility assistance program; and

**WHEREAS**, on March 28, 2013 the City of Jersey City adopted Ordinance 13-214 allocating \$81,396 to the Division of Community Development of HOPWA funds for the PY 2013-14 for administrative purposes; and

**WHEREAS**, at the end of PY 2009-10, the Jersey City Episcopal Community Development Corporation failed to drawdown a remainder of \$1,928.95; and

**WHEREAS**, at the end of PY 2010-11, the Hudson County Housing Resource Center – Cornerstone Outreach Program failed to drawdown a remainder of \$16,119.38; and

**WHEREAS**, at the end of PY 2009-10, the Hoboken University Medical Center – F.A.I.T.H. Services program failed to drawdown a remainder of \$6.94; and

**WHEREAS**, at the end of PY 2013-14, the Division of Community Development failed to drawdown a remainder of \$1,177.11; and

**WHEREAS**, the Division of Community Development maintains a total of \$88,511.79 of uncommitted HUD HOPWA funds allocated in program years prior to the 2015 regulatory shift from First-In First-Out accounting to Grant-Based Accounting.

**WHEREAS**, the sum total of the aforementioned funds is \$106,567.06 to be reallocated and drawdown before the end of 2018, as per HUD regulations.



City Clerk File No. Res. 18-936  
 Agenda No. 10.M OCT 24 2018

TITLE:


**RESOLUTION TO AMEND COUNCIL RESOLUTIONS 09-533; 10-509; 13-214  
 AUTHORIZING THE REALLOCATION OF UNEXPENDED HOUSING  
 OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS**

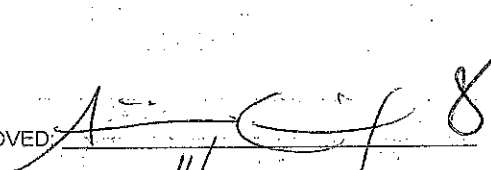

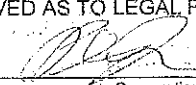
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor and / or Business Administrator is hereby authorized to enter into a Subgrantee Agreement with the Hudson County Housing Resource Center – Cornerstone Outreach Program to administer \$103,370.06 of HUD HOPWA Tenant-Based Rental Assistance funds according to all related HUD regulations and managed by the Division of Community Development in PY2018-19.
- 2) The Division of Community Development is hereby authorized to drawdown \$3,197, or the equivalent of 3% of the total HOPWA allocation amount of \$106,567.06 for administrative purposes in PY2018-19.

| Vendor                                       | Project | Amount       | Account No.       | P.O NO. |
|--|---------|--------------|-------------------|---------|
| HOPWA  | ADMIN   | \$3,197.00   | 37-200-56-911-101 | N/A     |
| Cornerstone Outreach/Housing Resource Center | TBRA    | \$103,370.06 | 37-200-56-911-589 | 130953  |

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$106,567.06 are available in the HOPWA Account.

  
 Donna L. Mauer  
 Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM  
 APPROVED:  Business Administrator  Corporation Counsel

DMcK  
 10/17/18

Certification Required   
 Not Required

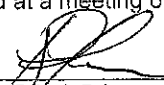
APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION TO AMEND COUNCIL RESOLUTIONS 09-533; 10-509; 13-214  
AUTHORIZING THE REALLOCATION OF UNEXPENDED HOUSING OPPORTUNITIES  
FOR PERSONS WITH AIDS (HOPWA) FUNDS**

**Initiator**

|                     |              |                             |
|---------------------|--------------|-----------------------------|
| Department/Division | HEDC         | Community Development       |
| Name/Title          | José Ortiz   | ESG & HOPWA Project Manager |
| Phone/email         | 201-547-4861 | JOrtiz@jenj.org             |

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

**Resolution Purpose**

The Division of Community Development (DCD) is seeking to reprogram \$106,567.06 of expiring HUD HOPWA funds from Program Years 2009, 2010, and 2013 to the current Program Year 2018's allocation for the Hudson County Housing Resource Center – Cornerstone Outreach Program for Tenant-Based Rental Assistance as well as the allowable 3% administrative cap for DCD. Per HUD guidance dated June 22, 2017, funds must be drawdown under the principles of Grant Based Accounting (GBA). GBA requires that these funds must be allocated to specific program years and drawdown before expiring and returning to the U.S. Department of the Treasury.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10-15-18  
Date

# Memorandum

**To:** Council President Lavarro, Jr. & Members of the Municipal Council  
**From:** Carmen Gandulla, Director – Division of Community Development  
**Date:** October 15, 2018  
**Subject:** Resolution to amend council resolutions 09-533; 10-509 authorizing the reprogramming of expiring Housing Opportunities for Persons with AIDS (HOPWA) funds.

---

**Synopsis:** The Division of Community Development (DCD) is seeking to reprogram \$106,567.06 of expiring HUD HOPWA funds from various activities through Program Years 2009, 2010 and 2013 to the current Program Year 2018's allocation for the Hudson County Housing Resource Center – Cornerstone Outreach Program for Tenant-Based Rental Assistance as well as the allowable 3% administrative cap for DCD. Per HUD guidance (see attachment), funds must be drawdown under the principles of Grant Based Accounting (GBA). GBA requires that these funds must be allocated to specific program years and drawdown before expiring and returning to the U.S. Department of the Treasury.

**Background:** The Housing Opportunities for Persons with AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. The HOPWA grant is effective for one (1) program year (i.e. April 1 through March 31). Following the implementation of the Grant Based Accounting system, program funds must be assigned to a specific activity and program year. Funds that are left unexpended by the subgrantee must be reprogrammed and drawdown, or be subject to return to the U.S. Treasury.

In 2009, 2010 and 2013, the Municipal Council authorized DCD to enter into a Subgrantee Agreement with various agencies to provide housing-related services to Hudson County residents living with HIV/AIDS through the HOPWA program. The Jersey City Episcopal Community Development Corporation (\$93,900), the Hudson County Housing Resource Center (\$1,135,414) and the Hoboken University Medical Center (\$56,340) were authorized to drawdown HOPWA funds through Resolutions 09-533 and 10-509. DCD was also authorized to drawdown on HOPWA funds by the Municipal Council for administrative purposes (\$81,396) via Resolution 13-214.

The aforementioned agencies failed to drawdown the collective sum of \$18,055.27 of program funds

DCD has also maintained a sum of \$88,511.79 of uncommitted HOPWA funds from various program years prior to the Federal implementation of GBA in 2015. These funds, along with the unexpended program funds, must be reprogrammed and drawdown or be returned to the U.S. Treasury whereby these funds become unavailable to serving the needs of our residents living with HIV and AIDS.

**Recommendations:**

It is, therefore, the recommendation of DCD that the sum of all unexpended and uncommitted funds (\$106,567.06) be reprogrammed to serve the Hudson County Housing Resource Center's Tenant-Based Rental Assistance clients through December 2018 in the amount of \$103,370.06 and that the remainder of \$3,197 be reprogrammed to DCD for administrative purposes in Program year 2018-2019.

**Attachments:**

- A:** HOPWA Formula Grant Agreement Period of Performance Extension Guidance Memo (June 22, 2017)
- B:** HOPWA Extension Spending Plan (July 13, 2018)
- C:** Public notice
- D:** HUD Formula Grant Extension letter (Sept. 14, 2018)
- E:** Grant Extension Contracts
- F:** Technical Assistance MOU with The Cloudburst Group

Should you have any questions or concerns regarding the contents of this memorandum, please contact me at extension 5304.




U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

JUN 22 2017

MEMORANDUM FOR: CPD Field Office Directors and Deputy Directors

FROM:   
Clifford Taffel, General Deputy Assistant Secretary, D

SUBJECT: HOPWA Formula Grant Agreement Period of Performance  
Extensions

This memorandum is to notify HUD Community Planning and Development (CPD) field office directors of new guidance on extending the period of performance for Housing Opportunities for Persons With AIDS (HOPWA) formula grant agreements. This memo supersedes all prior guidance in the HOPWA Formula Operating Instructions regarding grant extensions.

As you may know, all FY2015 and later HOPWA formula grants are required to follow the Grant based Accounting (GBA) accounting methodology. GBA accounting requires a grantee to identify the specific grant year as the funding source when drawing down funds in the Integrated Disbursement and Information System (IDIS). These requirements are provided in the HOPWA IDIS manual: Using IDIS Online for the Housing Opportunities for Persons with AIDS (HOPWA) Program March 2016; IDIS Release version 11.11. All HOPWA grants awarded before FY2015 continue to follow the First-In-First-Out (FIFO) accounting methodology. The FIFO accounting methodology automatically draws funds from the oldest monies first (not requiring the grantee to identify a specific grant year as the funding source in IDIS). The change in accounting methodology has resulted in remaining balances on pre-FY2015 grants as grantees shift portions of their spending to draw against newer funds. Some of these pre-FY2015 grants (still operating under FIFO) are approaching or have already passed the end of the three-year period of performance specified in their respective grant agreements. At the same time, these grants have not reached the expenditure deadlines specified in the respective Appropriation Acts under which these grants were appropriated.

This memorandum is to notify field offices that HOPWA formula grantees may request to amend the grant agreements for their pre-FY2015 HOPWA formula grants to extend the period of performance until up to one month prior to the funds' expenditure deadline. Additionally, HOPWA formula grantees may request to amend the grant agreements for their FY2015 and later grants to extend the period of performance for up to two years after the three-year period of performance has expired. Before any extensions will be granted for any formula grants, grantees must submit a spend-down plan that is acceptable to CPD, as discussed further below.

For formula grants allocated in FY2015 and later (operating under GBA) that are fully expended before the period of performance end date specified in the grant agreement, the Field Office should complete the grant close-out process established in the HOPWA Formula Operating Instructions for the appropriate year early.

To Summarize:

- 1. For Grants Operating Under FIFO:** Field offices may allow any formula HOPWA grant that was awarded prior to FY2015, with a balance remaining at the end of the three-year period of performance, to be extended up to one month prior to the expenditure deadline in the appropriate Appropriations Act, (See the maximum allowable extension dates in the chart below). The 30-day threshold will allow the grantee time to conduct final draws prior to the account being wiped, and the remaining balances returned to the Department of Treasury. The grant extension dates must be based on an assessment of balance on hand and average monthly drawdowns. Regardless of how long the extension is for, a HOPWA formula grantee requesting an extension must submit a spend-down plan to the field office. This spend-down plan must describe the grantee's plan to spend the balance of the grant by the proposed extension date. This spend-down plan must be acceptable and approved by HUD before any grant agreement is amended to extend the period of performance. For the pre-FY2015 grants that have balances remaining, but have already passed the end of the three-year period of performance, field office staff should work with the grantee to get an extension in place as soon as possible. For the pre-FY2015 grants that have balances remaining, but have not passed the end of the three-year period of performance, field office staff should work with the grantee to get an extension in place 30 days before the end of the period of performance. Headquarters Office of HIV/AIDS Housing staff will make themselves available to provide you with support in this endeavor.
- 2. For Grants Operating Under GBA:** You may allow any formula HOPWA grant that was awarded in FY2015 or later to be extended by up to two years after the three-year period of performance specified in the grant agreement. The grant extension dates must be based on an assessment of balance on hand and average monthly drawdowns. A HOPWA formula grantee requesting an extension must submit a spend-down plan to the field office. This spend-down plan must describe the grantee's plan to spend the balance of the grant by the proposed extension date. This spend-down plan must be acceptable and approved by HUD before any grant agreement is amended to extend the period of performance. For the formula HOPWA grants that were awarded in FY2015 or later grants that have balances remaining, but have not passed the end of the three-year period of performance, CPD should work with the grantee to get an extension in place 30 days before the end of the period of performance. Headquarters Office of HIV/AIDS Housing staff will make themselves available to provide you with support in this endeavor.

The latest allowable extension date for each grant year is listed in the chart below (and in Attachment 1), however, grants do not necessarily need to be extended to this date. Instead, a grant extension should reflect an appropriate timeline up to the maximum allowable extension date, and based on the assessment of balance on hand and average monthly drawdowns provided in the spend down plan.

**Maximum Allowable Extension Dates Per Grant Year**

| <b>Grant Year</b> | <b>IDIS Accounting Methodology</b> | <b>Maximum Allowable Extension Date</b>   |
|-------------------|------------------------------------|---|
| FY2012 Grants     | FIFO                               | 8/31/2018   |
| FY2013 Grants     | FIFO                               | 8/31/2019   |
| FY2014 Grants     | FIFO                               | 8/31/2020   |
| FY2015 Grants     | GBA                                | Two years after the Period of Performance End Date (based on the date the grant agreement was signed) |
| FY2016 Grants     | GBA                                | Two years after the Period of Performance End Date (based on the date the grant agreement was signed) |

Desk Officers in the Office of HIV/AIDS Housing will be contacting field office representatives to discuss individual grants that need extensions. Once the field office has approved the grantee's spend-down plan, the HOPWA Grant Extension of the Period of Performance form included as Attachment 2 to this memorandum can be used to extend the period of performance for a particular grant agreement. Once signed by the grantee and CPD Field Office, the HOPWA Grant Extension of the Period of Performance form should be retained in the grantee's file at the Field Office and a copy sent electronically to HUD Headquarters at [HOPWA@hud.gov](mailto:HOPWA@hud.gov).

**Attachment 1:** The current Line of Credit Control System (LOCCS) balances for each active HOPWA formula grant with a non-zero balance as of 05-15-2017, including the established period of performance and the maximum allowable extension dates based on the timelines established in is memorandum. Red text in the attachment denotes grants with periods of performance that have already ended, or are ending in 2017. Note: desk officers in the Office of HIV/AIDS Housing will be contacting field office representatives to discuss individual grants that may need extensions, and make themselves available to support the field in this endeavor.

**Attachment 2:** HOPWA Grant Extension of the Period of Performance form.



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF  
HOUSING, ECONOMIC DEVELOPMENT & COMMERCE  
**DIVISION OF COMMUNITY DEVELOPMENT**  
30 MONTGOMERY STREET, SUITE 404 | JERSEY CITY, NJ 07302  
P: 201 547 6910 | F: 201 547 5104

July 13, 2018

**Annemarie Uebbing, Director**  
Community Planning & Development Division  
U.S. Department of Housing & Urban Development  
Newark Field Office – Region II  
One Newark Center – 13<sup>th</sup> Floor  
Newark, NJ 07102

**Re: Housing Opportunities for Persons With HIV (HOPWA) Extension Spending Plan**

Dear Ms. Uebbing:

I am forwarding Jersey City’s HOPWA extension spending plan to ensure we carry out HOPWA-funded activities in a timely manner and spend down \$147,885.84 before the final deadline of August 31, 2020. The following is an estimated calculation of expenditures to be drawn down by this deadline:

| <b>Category</b>             |     | <b>Amount</b>       |
|-----------------------------|-----|---------------------|
| Administrative Costs        | 3%  | \$ 4,436            |
| Resource Identification     | 10% | \$ 14,788           |
| RFP - Modernization Process | -   | 128,661.84          |
| <b>Total</b>                | -   | <b>\$147,885.84</b> |

As noted in the chart above, the administrative costs drawn from these funds do not exceed the 3% permissible by HUD regulations.

We have chosen to allocate 10% of these funds to resource identification, permissible under 24 CFR 574.300(b)(2) for, among other things, “...conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives.” As such, we will be contracting with a consultant (to be named) to enhance our development of a holistic plan to continue to serve Persons Living With HIV/AIDS, ensuring that no household becomes homeless as a consequence of modernization.



**Re: HOPWA Extension Spending Plan**

**Date: July 13, 2018**

**Page: 2**

The remaining funds will be gathered into a Request for Proposal via our Zoomgrants platform. This platform is familiar to the various organizations that not only receive HOPWA funding through our division, but also to agencies that are funded through other HUD programs. This RFP will seek to enhance the programs already in place in Jersey City and look to focus on housing counseling for those families in need of transitioning to permanent mainstream housing through partnerships with The Jersey City Department of Health & Human Services and the Hudson County HIV/AIDS Services Planning Council. These partnerships will ensure that the HOPWA process is streamlined and unified for those served by these funds. We continue to receive guidance from Cloudburst, our HUD-appointed TA for the modernization process. Through this process as well as through our resource identification efforts, we will draft the RFP for these purposes.

We are confident that we will meet the extension spending deadline and allocate the funds toward the best interest of the vulnerable population served by this grant.

If you have any questions or require additional information, please feel free to contact me at 201-547-5304.

Sincerely,



**Carmen Gandulla**  
**Director**

cc: Stephanie Santana, Senior Auditor – Division of Community Development  
José Ortiz, Senior Program Monitor – Division of Community Development

CG:jo

## PUBLIC NOTICE

### City of Jersey City Housing Opportunities for Persons With AIDS (HOPWA) Notice of Substantial Amendment of FY 2018

The City of Jersey City proposes to amend the PY 2017 Annual Action Plan for the HOPWA Program. The City will be reprogramming prior HOPWA federal funding dollars.

The amendment will reprogram \$106,567.06 of unexpended and uncommitted HOPWA funds as in the tables below. The Division of Community Development for the City of Jersey City will retain the maximum allotted amount of 3% (\$3,197) for grantee administrative purposes, as per 24 CFR 574.300(b)(10)(i).

Copies of the modification to the Annual Action Plan are available for public inspection and review at the following locations for a thirty-day period from September 7, 2018 to October 7, 2018:

- JC Division of Community Development, 30 Montgomery Street, Room 404, Jersey City, NJ 07302
- Bethune Center, 140 Martin Luther King Junior Drive, Jersey City, NJ 07302
- Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ 07302
- The Division's official government website at:  
<http://www.cityofjerseycity.com/divisionofcommunitydevelopment>

In accordance with the Citizen Participation Plan, this amendment will provide citizens with reasonable notice and an opportunity to comment. Any persons interested in commenting on this modification to the HOPWA program may do so in writing by October 7, 2018 to the City of Jersey City's Division of Community Development, 30 Montgomery Street, Room 404, Jersey City, NJ 07302.

#### **Unexpended Activities to be Reprogrammed:**

| Program Year | Agency                            | Program                                       | IDIS Activity No. | Total Award Amount (\$) | Total Drawdown (\$) | Remaining Open Balance |
|--------------|-----------------------------------|---|-------------------|-------------------------|---------------------|------------------------|
| 2009         | JCECDC/Emergency Shelter          | Short Term Rent, Mortgage and Utility Payment | 1684              | 93,900                  | 91,971.05           | 1,928.95               |
| 2009         | Hoboken University Medical Center | Short Term Rent, Mortgage and Utility Payment | 1674              | 56,340                  | 56,333.06           | 6.94                   |

|      |                                   |                                |      |              |              |                  |
|------|-----------------------------------|--------------------------------|------|--------------|--------------|------------------|
| 2010 | HCHRC/Cornerstone                 | Tenant-Based Rental Assistance | 1774 | 1,119,294.62 | 1,119,294.62 | 16,119.38        |
| 2013 | Division of Community Development | Administration                 | 2106 | 79,984       | 78,806.89    | 1,177.11         |
|      |                                   |                                |      |              | <b>Total</b> | <b>19,232.38</b> |

**Uncommitted Funds:**

The City of Jersey City will also reprogram uncommitted funds totaling \$87,334.68.

**Proposed Reprogramming of Activities:**

| Proposed Activity  | Total Amount | Monthly Drawdown | Period              |
|--------------------|--------------|------------------|---------------------|
| Cornerstone - TBRA | \$103,370.06 | \$65,000         | Oct 2018 – Nov 2018 |
| -                  |              | \$38,370.06      | Nov 2018 – Dec 2018 |
| Administration     | \$3,197      | \$3,197          | Nov 2018            |

**Proposed Replacement Activity Descriptions:**

Hudson County Housing Resource Center – Cornerstone Outreach Program

The Cornerstone Outreach Program (Cornerstone) was created in 1991 by the Board of Chosen Freeholders and the County Executive. While no longer affiliated with Hudson County government, Cornerstone focuses on moving homeless or at risk homeless individuals and families into affordable, decent, and safe housing by providing Tenant Based Rental Assistance (TBRA), while encouraging and emphasizing, as well as assisting clients transitioning towards non-HOPWA funded, permanent housing.

**STEVEN M. FULOP  
MAYOR**





**U.S. Department of Housing and Urban Development**  
Newark Field Office – Region II  
One Newark Center, 13<sup>th</sup> Floor  
Newark, New Jersey 07102-5260  
Telephone: 973-622-7900

**SEP 14 2018**

Ms. Carmen Gandulla, Director  
Division of Community Development  
Jersey City Department of Housing, Economic Development,  
and Commerce  
30 Montgomery Street - Room 404  
Jersey City, New Jersey 07302

Dear Ms. Gandulla:

**SUBJECT:** Housing Opportunities for Persons With AIDS (HOPWA) Program  
FY 2014 HOPWA Formula Grant Extension  
Grant Number: NJH14F002  
Jersey City, New Jersey

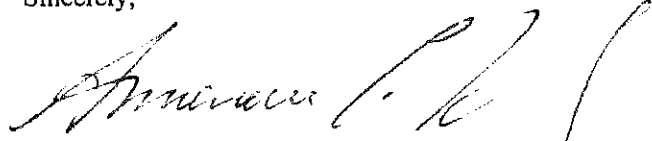
I am pleased to transmit the approval of your Amendment to Jersey City's existing FY 2014 Housing Opportunities for Persons With AIDS (HOPWA) Program Grant Agreement. This Amendment extends the period of performance end date from July 10, 2017 to August 31, 2020.

Please note that HUD's approval of your request to extend the period of performance is based upon the assurances contained in your spend-down plan. This spend-down plan was outlined in the City's letter dated August 8, 2018 and indicates that the remaining \$106,567.06 in 2014 HOPWA Program grant funds will be expended within this extended grant period.

Enclosed are three (3) copies of the Amendment to the Grant Agreement that constitutes the agreement between Jersey City and HUD. Please sign and date all three (3) copies of the Amendment. Please return two (2) copies to this Office within five (5) days of our receipt of this letter and retain one copy for your records.

If there are any questions, please contact Eileen Cummins Lott, Senior Community Planning and Development (CPD) Representative, at 973-776-7282 or by email at: [eileen.cumminslott@hud.gov](mailto:eileen.cumminslott@hud.gov)

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie C. Uebbing". The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the right.

Annemarie C. Uebbing, Director  
Community Planning and Development

cc: Honorable Steven M. Fulop  
Mayor, Jersey City

Ms. Annisia Cialone, Director  
Jersey City Department of Housing, Economic  
Development and Commerce (HEDC)

**Housing Opportunities for Persons With AIDS (HOPWA) Program**

**Grant Extension of the Period of Performance**

This Amendment is to the Grant Agreement dated 7/01/2014 Grant Number NJH14F002 between the United States Department of Housing and Urban Development (HUD) and Jersey City, New Jersey (Grantee).

Whereas the period of performance under the Grant Agreement expires on 7/10/2017 and

Whereas Grantee is desirous of extending the period of performance for an additional period until 8/31/2020; and

Whereas HUD has determined that there is good cause to extend the period of performance under the Grant Agreement;

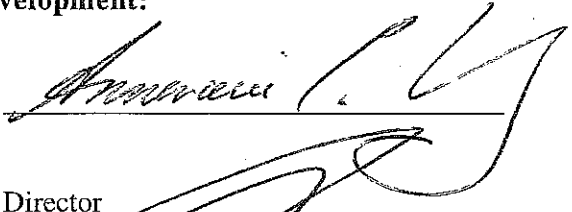
NOW THEREFORE, it is hereby agreed as follows:

1. The period of performance under the Grant Agreement is hereby extended until 8/31/2020.
2. This Amendment to the Grant Agreement, when signed by both parties where indicated, constitutes the entire agreement of the parties as to amendment of the Grant Agreement. The remaining terms and conditions of the Grant Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Amendment to the Grant Agreement, which shall be effective when executed on behalf of the Secretary of HUD:

**On behalf of the Secretary of Housing and Urban Development:**

Name: Annemarie C. Uebbing

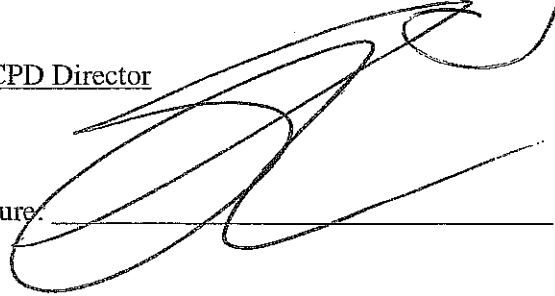
Signature: 

Date: 9/14/18

Title: CPD Director

**On behalf of (INSERT GRANTEE NAME):**

Name: Steven M. Fulop

Signature: 

Date: 9/25/18

Title: Mayor, Jersey City, New Jersey

**Housing Opportunities for Persons With AIDS (HOPWA) Program**

**Grant Extension of the Period of Performance**

This Amendment is to the Grant Agreement dated 7/01/2014 Grant Number NJH14F002 between the United States Department of Housing and Urban Development (HUD) and Jersey City, New Jersey (Grantee).

Whereas the period of performance under the Grant Agreement expires on 7/10/2017 and

Whereas Grantee is desirous of extending the period of performance for an additional period until 8/31/2020; and

Whereas HUD has determined that there is good cause to extend the period of performance under the Grant Agreement;

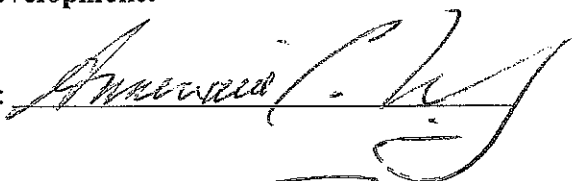
NOW THEREFORE, it is hereby agreed as follows:

1. The period of performance under the Grant Agreement is hereby extended until 8/31/2020.
2. This Amendment to the Grant Agreement, when signed by both parties where indicated, constitutes the entire agreement of the parties as to amendment of the Grant Agreement. The remaining terms and conditions of the Grant Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Amendment to the Grant Agreement, which shall be effective when executed on behalf of the Secretary of HUD:

**On behalf of the Secretary of Housing and Urban Development:**

Name: Annemarie C. Uebbing

Signature: 

Date: 9/14/18

Title: CPD Director

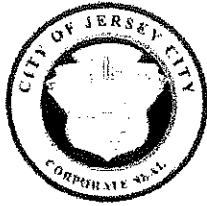
**On behalf of (INSERT GRANTEE NAME):**

Name: Steven M. Fulop

Signature: 

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

Title: Mayor, Jersey City, New Jersey



STEVEN M. FULOP, MAYOR  
CITY OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF  
HOUSING, ECONOMIC DEVELOPMENT & COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT

30 Montgomery Street, Suite 404, Jersey City, NJ 07302

Phone: (201) 547-6910

Fax: (201) 547-5104

HOPWA Modernization Technical Assistance Memorandum of Understanding

HOPWA Grantee: City of Jersey City, New Jersey

TA Provider: The Cloudburst Group

Goals: The Office of HIV/AIDS Housing (OHH) has established a set of values to guide the next steps for implementing HOPWA Modernization. Those values are:

1. No person should become homeless as the result of HOPWA Modernization;
2. All funds should be used to meet the needs of eligible households, with no funds recaptured from grants; and
3. Grantees should ensure their project designs meet the changing needs of the modern HIV epidemic, with the goal of positive health outcomes and reduced viral loads for HOPWA-assisted households.

**TA Needs:**

In consultation with the TA Provider and HUD OHH staff, it has been identified by the Grantee that the following TA Needs exist, and the Grantee herein requests HUD-funded technical assistance to address these needs.

- Support for the grantee to evaluate current data collection methods and plan for future data tracking for healthcare information (such as viral loads)
- Information for the grantee to possibly coordinate and streamline TBRA waitlists and services
- Information for the grantee and project sponsors to improve landlord engagement in TBRA program
- Support for the grantee with Grant Budget Modeling & Forecasting HOPWA expenditures

**TA Scope and Tasks:**

The Cloudburst Point of Contact is: Steve Ellis

The purpose of the HUD TA is to provide grantees with strategies and support as they implement HOPWA Modernization to ensure that HUD's three goals are met.

Direct technical assistance may include but is not limited to: assessment to understand the grantees current efforts and status relative to implementing HOPWA Modernization; assistance with developing or improving a local plan to implement HOPWA Modernization; assistance developing and implementing strategies to achieve the plan; and support to access and utilize published guidance, tools, and other relevant resources. **This TA will only include remote meetings.**




As part of HOPWA Modernization, a series of webinars and peer to peer learning opportunities will be conducted by TA providers. Webinars and peer to peer learning opportunities include but are not limited to the following topics:

- Managing HOPWA Budgets within context of HOPWA Modernization
- Consolidated Plan development in line with HOPWA Modernization goals
- Systems Coordination (CoC, RWHAP, affordable housing, etc.)
- Rural Challenges specific to HOPWA (transportation, access to MH services, coverage area, etc.)
- Data Integration (HMIS, CAREWare)
- "Moving on" Strategies
- National Webinar - Best Practices, Lessons Learned, Takeaways, Key Themes

The Grantee shall:

1. Share relevant reports, data, grantee and project sponsor HOPWA Program policies and procedures and other information promptly with lead TA Provider, as applicable.
2. Inform lead TA provider of any changes or updates relevant to HOPWA Modernization.
3. Provide a point of contact for the TA Provider and update the Point of Contact as needed.
  - a. The Point of Contact is:     José Ortiz, Senior Program Monitor
4. Review all drafts, recommendations, and activities provided under the TA assignment in a timely fashion (with 5-7 business days) and supply appropriate feedback to Lead TA provider.
5. Ongoing, regular communication (conference calls, emails, etc.) with the lead TA Provider.

Agreed to by the following:

  
\_\_\_\_\_  
TA Provider:

07/11/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

Carmen Gandulla, Director - JCDCD

7/10/18  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 18-937

Agenda No. 10.N

Approved: OCT 24 2018

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR  
CDBG, ESG, HOPWA, AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER  
THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2018 THROUGH  
MARCH 31, 2019**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,603,099 in Community Development Block Grant (CDBG) funds; \$2,019,702 in HOME Investment Partnerships Program (HOME) funds; \$2,422,186 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$453,186 in Emergency Solutions Grant (ESG) funds for Fiscal Year 2018; and

**WHEREAS**, in addition to the above referenced funding, the City of Jersey City anticipates receiving \$31,334.54 in CDBG Program Income; \$193,932.86 in HOME Investment Partnerships (HOME) Program income; and

**WHEREAS**, the City of Jersey City has developed a One (1) Year Annual Action Plan consistent with the City's needs and federal regulations; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has approved the City's FY2018 Annual Action Plan; and

**WHEREAS**, most of the activities proposed in the City's application require the use of Agencies and Subgrantees; and

**WHEREAS**, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

**WHEREAS**, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

**WHEREAS**, a copy of the Subgrantee Agreements memorializing these Contracts will be on file at the Office of the City Clerk; and

**WHEREAS**, these Agreements are exempt from public bid N.J.S.A. 40A:11-5(2).

City Clerk File No. Res. 18-937Agenda No. 10.N OCT 24 2018

TITLE:

**2018 CDBG – PUBLIC SERVICE PROGRAM**

| CONTRACTOR   | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|--|------------|-------------------|-------------|
| ACT NOW Foundation Inc.  | \$ 15,000  | 59-200-56-858-995 | 130954      |
| Big Brothers, Big Sisters of Essex, Hudson and Union Counties  | \$ 52,000  | 59-200-56-858-829 | 130955      |
| C-Line Community Outreach Services Inc.                        | \$ 15,000  | 59-200-56-858-974 | 130956      |
| Collaborative Support Programs of New Jersey, Inc.             | \$ 10,000  | 59-200-56-858-511 | 130957      |
| Educational Arts Team, Inc.                                    | \$ 15,000  | 59-200-56-858-978 | 130958      |
| Grace Van Vorst Community Services                             | \$ 20,000  | 59-200-56-858-816 | 130959      |
| Garden State Episcopal CDC (Homeless Outreach)                 | \$ 100,000 | 59-200-56-858-928 | 130960      |
| Haven Adolescent Community Respite Center                      | \$ 10,000  | 59-200-56-858-852 | 130961      |
| H.C. Court Appointed Special Advocates (CASA)                  | \$ 50,000  | 59-200-56-858-878 | 130962      |
| JC Connections dba Hudson Pride Connections                    | \$ 25,000  | 59-200-56-858-850 | 130963      |
| Kennedy Dancers (Inner City Youth)                             | \$ 10,000  | 59-200-56-858-965 | 130964      |
| Kennedy Dancers (Senior Citizens)                              | \$ 10,000  | 59-200-56-858-633 | 130991      |
| New Jersey Citizen Action Education Fund, Inc.                 | \$ 7,500   | 59-200-56-858-512 | 130992      |
| Nimbus Dance Works   | \$ 10,000  | 59-200-56-858-630 | 130993      |
| PAN American Concerned Citizens Action League                  | \$ 7,500   | 59-200-56-858-815 | 130994      |
| Philippine American Friendship Committee, Inc. (PAFCOM)        | \$ 7,500   | 59-200-56-858-851 | 130995      |
| Palisades Emergency Residence Corporation (PERC)               | \$ 40,000  | 59-200-56-858-800 | 130996      |
| Urban League of Hudson County, Inc. -- Power-UP                | \$ 9,000   | 59-200-56-858-823 | 130997      |
| Urban League of Hudson County, Inc. -- General Social Services | \$ 9,000   | 59-200-56-858-925 | 130998      |
| The Waterfront Project, Inc. (Housing Counseling)              | \$ 50,000  | 59-200-56-858-520 | 130999      |
| WomenRising, Inc.- Domestic Violence Services                  | \$ 20,000  | 59-200-56-858-911 | 131000      |
| WomenRising, Inc. (Workforce Development Training Center)      | \$ 25,000  | 59-200-56-858-521 | 131001      |
| JC Department of Recreation (Baseball Leagues)                 | \$ 60,000  | 59-200-56-858-522 | 131002      |
| Youth Summer Programs  | \$ 140,000 | 59-200-56-858-519 | N/A         |

City Clerk File No. Res. 18-937Agenda No. 10-N OCT 24 2018

TITLE:

**2018 CDBG REHABILITATION PROGRAM**

| CONTRACTOR                                      | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|---|------------|-------------------|-------------|
| Catholic Charities of the Archdiocese of Newark | \$ 75,000  | 59-200-56-858-742 | 130968      |
| Division of Engineering- City of Jersey City    | \$ 912,580 | 59-200-56-858-622 | 130969      |
| Margaret Anna Cusack Care Center, Inc.          | \$ 110,000 | 59-200-56-858-994 | 130970      |
| Padua Court Urban Renewal LP                    | \$ 100,000 | 59-200-56-858-997 | 130971      |
| Rising Tide Capital, Inc.                       | \$ 600,000 | 59-200-56-858-631 | 130972      |
| Saint Ann's Home for the Aged                   | \$ 150,000 | 59-200-56-858-634 | 130973      |
| Saint Joseph School of the Blind                | \$ 17,400  | 59-200-56-858-835 | 130974      |
| St. Paul's Center of Caring                     | \$ 100,000 | 59-200-56-858-621 | 130975      |
| J.C. Division of Community Development (HIP)    | \$ 200,000 | 59-200-56-858-930 | 130976      |
| Jersey City Office of Sustainability            | \$ 50,000  | 59-200-56-858-853 | 130977      |
| York Street Project                             | \$ 50,000  | 59-200-56-858-956 | 130978      |

**2018 HOME PROGRAM**

| CONTRACTOR                                | AMOUNT       | ACCOUNT NO.       | P.O. NUMBER |
|---|--------------|-------------------|-------------|
| Administration                            | \$ 201,970   | 36-200-56-911-101 | N/A         |
| Affordable Housing Production             | \$ 1,000,000 | 36-200-56-911-714 | N/A         |
| J.C. Div. of Community Development (GNHP) | \$ 545,072   | 36-200-56-911-713 | 130979      |
| CHDO Set-Aside                            | \$ 272,660   | 36-200-56-911-578 | N/A         |

**2018 HOPWA PROGRAM**

| CONTRACTOR   | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|--|------------|-------------------|-------------|
| Administration   | \$ 69,469  | 37-200-56-912-101 | N/A         |
| Catholic Charities Archdiocese of Newark - Canaan House        | \$ 120,372 | 37-200-56-912-542 | 130980      |
| Catholic Charities Archdiocese of Newark - Franciska Residence | \$ 267,758 | 37-200-56-912-980 | 130981      |
| Cornerstone Outreach Program - HC Resource Center              | \$ 736,910 | 37-200-56-912-589 | 130982      |
| Garden State Episcopal CDC -Hudson CASA Emergency Housing      | \$ 151,128 | 37-200-56-912-984 | 130983      |
| Let's Celebrate, Inc. -Housing Plus - TBRA                     | \$ 478,157 | 37-200-56-912-983 | 130984      |
| Let's Celebrate, Inc. -Housing Plus - STRMU                    | \$ 239,277 | 37-200-56-912-979 | 130985      |
| Garden State Episcopal CDC -Corpus Christi Ministry Housing    | \$ 252,548 | 37-200-56-912-588 | 130986      |
| HOPWA Modernization  | \$ 106,567 | 37-200-56-912-985 | N/A         |

**2018 ESG PROGRAM**

| CONTRACTOR  | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|---|------------|-------------------|-------------|
| Catholic Charities Archdiocese of Newark - Hope House | \$ 65,502  | 49-200-56-906-920 | 130987      |
| Catholic Charities Archdiocese of Newark - St. Lucy's | \$ 151,933 | 49-200-56-906-742 | 130988      |
| Garden State Episcopal CDC (Hudson, CASA) -RRH/STRMU  | \$ 181,974 | 49-200-56-906-546 | 130989      |
| Garden State Episcopal CDC (Homeless Outreach)        | \$ 53,777  | 49-200-56-906-526 | 130990      |

TITLE:

**2018 ECONOMIC DEVELOPMENT PROGRAM**

| CONTRACTOR                         | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|------------------------------------|------------|-------------------|-------------|
| Hudson Community Enterprises, Inc. | \$ 100,000 | 59-200-56-858-961 | 130965      |
| Rising Tide Capital, Inc.          | \$ 200,000 | 59-200-56-858-631 | 130966      |
| Economic Development LMI Programs  | \$ 50,000  | 59-200-56-858-854 | N/A         |

**2018 ADMINISTRATION**

| CONTRACTOR   | AMOUNT       | ACCOUNT NO.       | P.O. NUMBER |
|--|--------------|-------------------|-------------|
| J.C. Division of Community Development (DCD-Admin) | \$ 1,120,619 | 59-200-56-858-918 | N/A         |
| CDBG Program Delivery Costs                        | \$ 50,000    | 59-200-56-858-998 | N/A         |

**2018 CDBG-RELOCATION**

| CONTRACTOR   | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|--|------------|-------------------|-------------|
| J.C. Division of Community Development (Relocation Assistance) | \$ 200,000 | 59-200-56-858-935 | 130967      |

| CONTRACTOR                  | AMOUNT     | ACCOUNT NO.       | P.O. NUMBER |
|-----------------------------|------------|-------------------|-------------|
| Section 108 Loan Re-payment | \$ 600,000 | 59-200-56-858-524 | N/A         |

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA, AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2018 THROUGH MARCH 31, 2019**

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

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with Subgrantees identified on the attached list, under the year 2018 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year; and
2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna Mauer Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available for the payment of this Resolution in the accounts listed on the pages attached.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

JMCK  
10/17/18

Certification Required   
Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10-24-18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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]  
Rólan 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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2018 THROUGH MARCH 31, 2019

**Project Manager**

|                     |                 |                       |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC            | COMMUNITY DEVELOPMENT |
| Name/Title          | CARMEN GANDULLA | DIRECTOR              |
| Phone/Email         | X5304           | CGandulla@jcnj.org    |

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

**Contract Purpose**

FY2018 HUD Entitlement Grant application for City of Jersey City  
Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

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

HUD Entitlement Funds

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

April 1, 2018 – March 31, 2019

Type of award

If "Other Exception", enter type

**Additional Information**

|                          |              |
|--------------------------|--------------|
| CDBG Entitlement Funds:  | \$5,603,099  |
| HOME Entitlement Funds:  | \$2,019,702. |
| HOPWA Entitlement Funds: | \$2,422,186. |
| ESG Entitlement Funds:   | \$ 453,186.  |
| CDBG Program Income:     | \$ 31,334.   |
| Home Program Income:     | \$ 193,932.  |

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10.15.18  
Date

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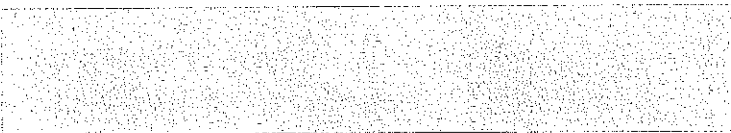
# Memorandum

**To:** Council President Lavarro, Jr. & Members of the Municipal Council  
**From:** Carmen Gandulla, Director – Division of Community Development  
**Date:** October 15, 2018  
**Subject:** Resolution of the Municipal Council of the City of Jersey City Authorizing Acceptance and Execution of HUD Entitlement Grants for CDBG, ESG, HOPWA and HOME and Authorizing Program Contracts Under the HUD Entitlement Program for Program Year April 1, 2018 through March 31, 2019

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**Synopsis:** The United States Department of Housing and Urban Development (HUD) will award the City of Jersey City \$5,603,099 in Community Development Block Grant (CDBG) funds; \$2,019,702 in HOME Investment Partnerships Program (HOME) funds; \$2,422,186 in Housing Opportunities for Persons with AIDS (HOPWA) funds and \$453,186 in Emergency Solutions Grant (ESG) funds for the 2018 Fiscal Year.

**Background:** The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.





The HOME Investment Partnerships Program (HOME) is a type of United States federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to States in order to provide decent and affordable housing, particularly housing for low- and very low-income Americans. HUD administers Federal aid to local housing agencies (HAs) that manage the housing for low-income residents at rents they can afford.

The Housing Opportunities for Persons with AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families.

The purpose of the Emergency Solutions Grants (ESG) program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities (up to 7.5% of a recipient's allocation can be used for administrative activities).

| Grant | FY 2017-2018 | FY 2018-2018 |
|-------|--------------|--------------|
| CDBG  | 5,034,144    | 5,603,099    |
| HOME  | 1,354,363    | 2,019,702    |
| HOPWA | 2,420,486    | 2,422,186    |
| ESG   | 457,848      | 453,186      |

**Background - Review Process:**

1. On November 3, 2017, a Technical Assistance Session was held for all applicants prior to the selection of Proposals/RFPs for grant consideration.
2. The Proposal Selection Process consists of site visits, Committee review, Director's Office review, Business Administrator Review, Mayor's Office review and Council Member review which was completed by June 28<sup>th</sup>, 2018.

3. The Annual Action Plan process requires an initial draft of the AAP that is to be made available for Public comments for a period of 30 days. A series of three Public Hearings were held (on November 3<sup>rd</sup>, 2017, November 29<sup>th</sup>, 2017 and June 20<sup>th</sup>, 2018) where comments are accepted from constituents. The Division of Community Development continued to accept public comments until July 5<sup>th</sup>, 2018 as per the Public Notice published in both the Jersey Journal and El Especialito newspapers. Revisions are made to the budget based upon public feedback. The Public Hearing took place on June 20<sup>th</sup>, 2018 at The Bethune Center.
4. The AAP information must be entered into the HUD IDIS System by July 25<sup>th</sup> 2018. The finalized AAP and Resolution must be submitted to HUD no later than July 31<sup>st</sup>, 2018.
5. Once HUD accepts the AAP submission, the Division will commence with the following phases of grant administration:
  - a. Sub-Recipient Agreement Preparation
  - b. Contracting – Grant Agreement
  - c. Sub-Recipient Agreements
  - d. Project Delivery – Reporting & Invoicing
  - e. Project Expenditure - 75% of Grant to be expended by December 31, 2018
  - f. Timeliness – Expenditures of \$3,882,386.21 will need to be spent by January 31, 2019
  - g. Project Closeouts

This will bring the Division well into the closure of the grant Year on March 31, 2019

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

City Clerk File No. Res. 18-938

Agenda No. 10.0

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN INDEMNIFICATION AGREEMENT PERMITTING THE CITY TO STOCKPILE ROCK SALT UNDER THE NEW JERSEY TURNPIKE AUTHORITY'S NEWARK BAY-HUDSON COUNTY EXTENSION AT MILEPOST N6.8 DURING THE WINTER MONTHS AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE NEW JERSEY TURNPIKE AUTHORITY**

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

**WHEREAS**, the New Jersey Turnpike Authority ("NJTA") is the owner of property known as the Newark Bay-Hudson County Extension ("Extension"); and

**WHEREAS**, the Extension is an elevated highway and the City of Jersey City ("City") desires to stockpile rock salt at milepost N6.8 (the "Property") which is near Grand Street during the time period of December 1, 2018 through March 31, 2019; and

**WHEREAS**, the City intends use the Property during snow storms to load salt spreaders that service eastern sections of the City; and

**WHEREAS**, the City will cover the rock salt stockpile with a tarpaulin when it is not being used; and

**WHEREAS**, the gates which front Grand Street will be locked, the Property will be swept clean, and all rock salt will be removed from the Property by the City after the snow season; and

**WHEREAS**, the NJTA agrees to permit the City to use the Property provided that the City stockpiles no more than 500 tons of rock salt on the Property per snowstorm, provided that the City executes the Indemnification Agreement attached hereto, and provided that the City issues a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy.

**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 Indemnification Agreement with the New Jersey Turnpike Authority that is attached hereto; and

**BE IT FURTHER RESOLVED**, that the term of the Indemnification Agreement shall be December 1, 2018 through March 31, 2019; and

**BE IT FURTHER RESOLVED**, that either party can cancel the Indemnification Agreement without cause by providing 30 days' written notice; and

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue to the New Jersey Turnpike Authority a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability and auto insurance policy; and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purposes of this resolution.

APPROVED: Silviana Bayman <sup>10/15/18</sup> <sub>10/16/18</sub> APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

*SMK*  
*10/17/18*

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |        |          |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|----------|
|   |     |     |      |               |     |     |      |                |     |        | 10.24.18 |
| 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 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 INDEMNIFICATION AGREEMENT PERMITTING THE CITY TO STOCKPILE ROCK SALT UNDER THE NEW JERSEY TURNPIKE AUTHORITY'S NEWARK BAY-HUDSON COUNTY EXTENSION AT MILEPOST N6.8 DURING THE WINTER MONTHS AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE NEW JERSEY TURNPIKE AUTHORITY

**Project Manager**

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Department/Division | DPW              | Sanitation           |
| Name/Title          | Frank Lamparelli | Director Sanitation  |
| Phone/email         | 201-547-2629     | FLamparelli@jenj.org |

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

**The purpose of this resolution is to:** The New Jersey Turnpike Authority ("NJTA") is the owner of property known as the Newark Bay-Hudson County Extension ("Extension"). The Extension is an elevated highway and the City desires to stockpile rock salt at milepost N6.8 which is near Grand Street during the time period of December 1, 2018 through March 31, 2019. The City intends use the property during snow storms to load salt spreaders that service eastern sections of the City. The NJTA agrees to permit the City to use the property provided that the City stockpiles no more than 500 tons of rock salt on the property per snowstorm, provided that the City executes an Indemnification Agreement, and provided that the City issues a Certificate of Insurance naming the NJTA as an additional insured on the City's general liability insurance policy.

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

Not Applicable

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

December 1, 2018 through March 31, 2019

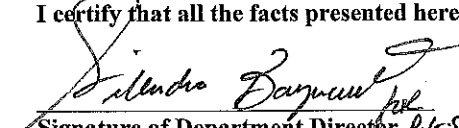
**Type of award**

Indemnification Agreement with NJTA

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

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director P.G.S.

10/15/18  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date

**NEW JERSEY TURNPIKE AUTHORITY  
Traffic Permit Application**

To be filed with the Office of the Traffic Engineer 10 days prior to start of work.

ALL INFORMATION SHOULD BE SUPPLIED AND UPDATED AS NEW INFORMATION BECOMES AVAILABLE.

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|-------------------------------------|--|
| <b>SUBMITTAL DATE</b><br>10/15/2018 | <b>For Use by NJTA Only</b><br><br><input type="checkbox"/> OPS No. _____<br><input type="checkbox"/> Construction Contract No. _____<br><input type="checkbox"/> License To Cross No. _____<br><input type="checkbox"/> Communications Installation No. _____<br><input type="checkbox"/> Roadway Activity/Access No. _____ |
| <b>ORIGINAL</b>                     |  |
| <b>REVISED</b>                      |  |

**CONTRACT NO. OR TITLE**  
City of Jersey City - Department of Public Works

|  |  |
|--|--|
| <b>APPLICANT NAME &amp; ADDRESS</b><br>John Lynch<br>Department of Public Works - 13-15 Linden Ave East, Jersey City, NJ 07305 | <b>PHONE #</b><br>(201) 547-4401<br><b>FAX #</b><br>(201) 432-9530 |
|--|--|

|  |                                    |
|--|------------------------------------|
| <b>APPLICANT FIELD OFFICE LOCATION &amp; MAILING ADDRESS</b><br>Department of Public Works<br>13-15 Linden Ave East<br>Jersey City, NJ 07305 | <b>PHONE #</b><br><br><b>FAX #</b> |
|--|------------------------------------|

**EMERGENCY CONTACTS**

|   |                     |                                     |
|---|---------------------|-------------------------------------|
| <b>NAME/TITLE</b><br>Patrick Stamato, Director DPW  | <b>HOME PHONE #</b> | <b>CELLULAR #</b><br>(551) 697-4576 |
| <b>NAME/TITLE</b><br>Frank Lamparelli, Dir Sanitati | <b>HOME PHONE #</b> | <b>CELLULAR #</b><br>(551) 697-4723 |
| <b>NAME/TITLE</b>                                   | <b>HOME PHONE #</b> | <b>CELLULAR #</b>                   |

|                   |                        |
|-------------------|------------------------|
| <b>START DATE</b> | <b>COMPLETION DATE</b> |
|-------------------|------------------------|

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| <b>PROJECT ENGINEER</b>  | <b>HOME PHONE #</b> | <b>CELLULAR #</b> |
| <b>RESIDENT ENGINEER</b> | <b>HOME PHONE #</b> | <b>CELLULAR #</b> |
| <b>INSPECTOR</b>         | <b>HOME PHONE #</b> | <b>CELLULAR #</b> |
| <b>INSPECTOR</b>         | <b>HOME PHONE #</b> | <b>CELLULAR #</b> |
| <b>INSPECTOR</b>         | <b>HOME PHONE #</b> | <b>CELLULAR #</b> |
| <b>NJTA LIAISON</b>      | <b>HOME PHONE #</b> | <b>CELLULAR #</b> |

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| <b>APPLICANT</b> | <b>LOCATION</b>   |
| <b>APPLICANT</b> | <b>NATURE OF WORK</b>   |
| <b>APPLICANT</b> | <b>PROGRESS SCHEDULE (Attached Approved Progress Schedule, If Available.)</b> |

## INSURANCE - TRAFFIC PERMIT

Provide the minimum amount of insurance as follows:

1. Comprehensive General Liability including Contractual Liability.
2. Automotive Liability

Liability policies shall be ENDORSED TO SHOW NEW JERSEY TURNPIKE AUTHORITY AS AN ADDITIONAL INSURED.

Both policies to be written in the amount of TWO MILLION DOLLARS (\$2,000,000). Single limit of liability each occurrence for bodily injury and property damage.

3. Workers Compensation

Workers Compensation to comply with the New Jersey statutes and any required Maritime Law.

4. XCU endorsement required if any manual labor is involved.

Each Traffic Permit Application is reviewed on a case-by-case basis by the New Jersey Turnpike Authority and, depending on the specific nature of the work, the insurance is adjusted as necessary.

INDEMNIFICATION  
NEW JERSEY TURNPIKE AUTHORITY

P.O. BOX 5042      WOODBRIDGE, N.J. 07095-5042      (732) 750-5300

KNOW ALL MEN BY THESE PRESENTS, that WE, the undersigned, in consideration of granting of permission by the New Jersey Turnpike Authority to enter upon the New Jersey Turnpike roadway, median strip, shoulders and other areas for the purpose of making a survey or performing other work, do hereby agree to waive any and all claims, causes of action and demands, of whatever nature that may arise in our favor, against the New Jersey Turnpike Authority during the progress of such survey or other work.

WE do hereby further agree that we will present no claim, action, or demand whatsoever against the New Jersey Turnpike Authority arising directly or indirectly out or on account of such survey or other work, except for such claims as may arise from the sole negligence of the New Jersey Turnpike Authority, its officers, agents, or employees.

WE hereby agree to defend, indemnify and save harmless, the New Jersey Turnpike Authority, its officers, agents, servants and employees, and each and every one of them, from and against all suits, costs, claims, expenses and judgments of every kind and description including claims, suits, costs, expenses, judgments of agents, servants, employees, and contractors of the Licensee and from and against all damages and expenses to which the Authority or any of its officers, agents, servants, and employees may be subjected by reason of our entering upon the New Jersey Turnpike roadways for the purpose of surveying or any other work.

WE further agree to show such evidence of insurance as shall be necessary in the opinion of the Law Department of the New Jersey Turnpike Authority including amount, type of coverage, and carrier.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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

City Clerk File No. Res. 18-939

Agenda No. 10.P

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., PERMITTING JERSEY CITY REDEVELOPMENT AGENCY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY PUBLIC WORKS FACILITY**

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

**WHEREAS**, the Jersey City Redevelopment Agency (JCRA) desires to fuel its motor vehicles at the City of Jersey City (City) Public Works Facility; and

**WHEREAS**, the JCRA agrees to pay the City's cost to purchase fuel plus 5% of such cost as an administrative fee; and

**WHEREAS**, the City and the JCRA desire to enter into a Shared Services Agreement that will permit the JCRA to fuel its motor vehicles at the City's Public Works Facility; and

**WHEREAS**, the term of the Shared Services Agreement shall be three (3) years effective November 1, 2018.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with the Jersey City Redevelopment Agency relating to the fueling of its motor vehicles at the City's Public Works Facility subject to the following minimum terms and conditions:
  - a. The term of the Agreement shall be three (3) years effective as of November 1, 2018 and ending on October 31, 2021.
  - b. The Jersey City Redevelopment Agency agrees to reimburse the City for the fuel dispensed to its vehicles at the cost to the City plus 5% of cost as an administrative fee.
2. The Shared Services Agreement shall be in substantially in the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and
3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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]  
Rblando 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 AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., PERMITTING JERSEY CITY REDEVELOPMENT AGENCY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY PUBLIC WORKS FACILITY**

**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 is to permit the Jersey City Redevelopment Agency to fuel its motor vehicles at the City of Jersey City Public Works Facility.

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

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

10/17/18  
\_\_\_\_\_  
**Date**

**SHARED SERVICES AGREEMENT TO OBTAIN FUEL AT THE  
DEPARTMENT OF PUBLIC WORKS FACILITY**

This Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF JERSEY CITY (CITY), a Municipal Corporation of the State of New Jersey, having offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the JERSEY CITY REDEVELOPMENT AGENCY (JCRA), an autonomous agency of the City of Jersey City, with offices at 66 York St, Jersey City, NJ.

WITNESSETH:

WHEREAS, the City and JCRA desire to enter into this Agreement wherein the City will permit JCRA to fuel its motor vehicles at the City's Department of Public Works Facility; and

WHEREAS, JCRA will reimburse the City for the cost of the fuel it obtains at the Public Works Facility;

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 each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I  
Purpose of Agreement

The purpose of this Agreement is for the City to permit the JCRA to obtain gasoline and diesel fuel for its vehicles at the City's Public Works facility located at 13-15 Linden Ave., Jersey City.

ARTICLE II  
Contract Term

This Agreement is effective as of November 1, 2018 and shall expire three (3) years later on October 31, 2021.

ARTICLE III  
Terms and Conditions

1. Gas or diesel fuel may be obtained at any time, excepting that the drivers or passengers of JCRA vehicles may not pump their own gas. If the City's pumps are unattended, JCRA vehicle must wait for the City attendant.

2. If the City determines to eliminate gasoline and diesel fuel pumps from its Public Works Facility, the City may terminate this Agreement in accordance with the provisions of Article V.

3. All JCRA vehicles obtaining fuel at the City's Public Works Facility shall

have automobile liability coverage in an amount to be determined by the City's Risk Manager.

4. JCRA shall have Workmen's Compensation insurance coverage for all operators of vehicles obtaining fuel at the Public Works Facility.

ARTICLE IV  
Insurance Requirements

1. The City shall be named as an additional insured under JCRA's general and auto liability policies. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with JCRA's use of the City's pumps shall be reported immediately to the City of Jersey City, Division of Risk Management.

2. JCRA shall maintain sufficient insurance to protect against all claims under Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and Automobile Liability in the amount of \$1,000,000 combined single limit, and shall be subject to approval for adequacy of protection.

ARTICLE V  
Compensation and Payment

1. Reimbursement will be made to the City at the actual cost to the City for the fuel (gasoline and diesel), plus a 5% of cost administration fee. The payments shall be paid on a quarterly basis. Payments shall be due on the first day of the month following the end of a calendar quarter.

ARTICLE VI  
Termination

Either party hereto may terminate this Agreement at its convenience by providing 30 days' prior written notice to the non-terminating party of its intent to terminate by certified mail, return receipt requested.

ARTICLE VII  
Assignment

Neither party to this Agreement shall make an assignment or transfer this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE VIII  
Amendments

The parties hereto reserve the right subject to mutual assent to amend the terms and conditions as herein contained, is as necessary and is evidenced by a written formally executed addendum to the Agreement.

ARTICLE IX  
Entire Agreement

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

ARTICLE X  
Counter-parts

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

ARTICLE XI  
Notice

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

City Business Administrator  
City Hall, 280 Grove Street  
Jersey City, NJ 07302

JCRA Executive Director  
66 York St  
Jersey City, NJ 07302

with a copy to:

JCRA Assistant Executive Director  
66 York St  
Jersey City, NJ 07302

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

CITY OF JERSEY CITY

JERSEY CITY HOUSING AUTHORITY

By: \_\_\_\_\_  
Brian Platt  
Business Administrator

By: \_\_\_\_\_  
Diana H. Jeffrey  
Executive Director

Witness:

Witness:

By: \_\_\_\_\_  
Robert Byrne  
City Clerk

By: \_\_\_\_\_  
Christopher Fiore  
Assistant Executive Director

09/28/18

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

City Clerk File No. Res. 18-940

Agenda No. 10.0

Approved: OCT 24 2018

TITLE:



## RESOLUTION OF THE CITY OF JERSEY CITY CONSENTING TO THE UNDERTAKING OF CERTAIN CAPITAL PROJECTS BY THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

**WHEREAS**, the City of Jersey City (the "City") and the Jersey Municipal Utilities Authority (formerly the Jersey City Sewerage Authority) (the "Authority") have entered into a Service Contract with respect to the Sewer System on December 1, 1985, as amended by Amendment No. 1 to the Sewer Service Contract dated as of May 1, 2003 (collectively, the "Sewer Service Contract"); and

**WHEREAS**, the Sewer Service Contract provides that the Authority may not issue bonds to finance capital projects concerning the Sewer System ("Sewer Bonds") until those capital projects have been presented to and approved by resolution of the City Council as well as by certificate of the Mayor or his representative; and

**WHEREAS**, in consultation with the Authority's engineers and the Department of Environmental Protection, the Authority has determined that the capital projects outlined in Exhibit A, attached hereto and by this reference incorporated herein (collectively, the "Sewer Projects"), are necessary and appropriate to continue the operations of the Sewer System in proper order; and

**WHEREAS**, the total estimated cost of the Sewer Projects is approximately \$372,000,000, as further described in Exhibit A attached hereto; and

**WHEREAS**, the City and the Authority have entered into that certain 2005 Amended and Restated Water Services Franchise and Service Agreement with respect to the Water System on September 30, 2005 (the "Water Franchise Agreement"); and

**WHEREAS**, pursuant to the Water Franchise Agreement, the Franchise Period, as defined therein, extends until December 31, 2027; and

**WHEREAS**, the Water Franchise Contract provides that if the Authority issues bonds to finance capital projects concerning the Water System ("Water Bonds" and together with the Sewer Bonds, the "Bonds") which have a maturity that extends beyond the Franchise Period, the Water Bonds shall be subject to the approval of the City; and

**WHEREAS**, in consultation with the Authority's engineers and the Department of Environmental Protection, the Authority has determined that the capital projects outlined in Exhibit B, attached hereto and by this reference incorporated herein (collectively, the "Water Projects" and together with the Sewer Projects, the "Projects"), are necessary and appropriate to continue the operations of the Water System in proper order; and

**WHEREAS**, the total estimated cost of the Water Projects is approximately \$155,000,000, as further described in Exhibit B attached hereto; and

**WHEREAS**, the Authority is seeking to fund the Projects through the New Jersey Environmental Infrastructure Trust Financing Program (the "Program"), which provides low-interest loans and zero-interest loans in order to minimize the borrowing cost of sewer and water infrastructure; and

**WHEREAS**, the maturity of the Water Bonds shall extend beyond the Franchise Period; and

TITLE:

**RESOLUTION OF THE CITY OF JERSEY CITY CONSENTING TO THE UNDERTAKING OF CERTAIN CAPITAL PROJECTS BY THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, the Authority desires to obtain the approval of the City Council to undertake these Projects and issue the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Jersey City as follows:

**Section 1.** Pursuant to the Sewer Service Contract, the City hereby consents to the Authority's undertaking of the Sewer Projects delineated in Exhibit A attached hereto.

**Section 2.** Pursuant to the Water Franchise Contract, the City hereby consents to the Authority's undertaking of the Water Projects delineated in Exhibit B attached hereto and to the issuance of the Authority's Water Bonds, forms of which are attached hereto as Exhibit C.

**Section 3.** This resolution shall take effect immediately

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

APPROVED AS TO LEGAL FORM

APPROVED: *R/L* \_\_\_\_\_

*[Signature]* \_\_\_\_\_  
Corporation Counsel

Business Administrator

Certification Required

Not Required

**APPROVED 7-1**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 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 Byrne, City Clerk

**EXHIBIT A**  
**SEWER PROJECTS**

Phase 5 Sewer Repairs (S340928-21)

Estimated Project Cost - \$ 20,000,000

\*previously approved by City for \$12,000,000

Phase 1 & 2 Sewer Rehabilitation (S340928-24)

Estimated Project Cost - \$60,000,000

\*previously approved by City for \$24,000,000

Sanitary Sewer Rehabilitation (S340928-28)

Estimated Project Cost - \$5,000,000

\*previously approved by City for \$2,000,000

Pine Street Syphon (PID 2364)

Estimated Project Cost - \$10,000,000

Mill Creek Sewer Improvements

Estimated Project Cost - \$50,000,000

Grand Street Sewer Improvements

Estimated Project Cost - \$ 22,000,000

Phase 5A Sewer Repairs

Estimated Project Cost - \$ 20,000,000



Phase 5B Sewer Repairs

Estimated Project Cost - \$ 20,000,000

Phase 6A Sewer Repairs

Estimated Project Cost - \$ 20,000,000

Phase 6B Sewer Repairs

Estimated Project Cost - \$ 20,000,000

Phase 7A Sewer Repairs

Estimated Project Cost - \$ 20,000,000

Phase 7B Sewer Repairs

Estimated Project Cost - \$ 20,000,000

Phase 8 Sewer Repairs

Estimated Project Cost - \$20,000,000

Pump Stations 3B

Estimated Project Cost - \$3,000,000

Grit Chamber Improvements

Estimated Project Cost - \$2,000,000

New Administration and Operations Building

Estimated Project Cost - \$60,000,000

**EXHIBIT B**

**WATER PROJECTS**

Transmission Main Install (0906001-06)

Estimated Project Cost: \$18,500,000

Burma Road Area Water System Improvements (0906001-09)

Estimated Project Cost: \$7,000,000

Large Valve Replacement Program 0906001-016)

Estimated Project Cost: \$8,000,000

\*previously approved by City for \$5,000,000

Tonnelle Avenue Water Replacement (0906001-018)

Estimated Project Cost: \$7,000,000

Route 139 Water Main Replacement Project (0906001-019)

Estimated Project Cost: \$6,000,000

Phase 3 and 4 Water Main Replacement Project (0906001-020)

Estimated Project Cost: \$10,000,000

Phase 1 and 2 Water Mains (PID 3873)

Estimated Project Cost: \$10,000,000

Two (2) 4MG elevated tanks

Estimated Project Cost: \$17,000,000

New Rechloration Facility

Estimated Project Cost: \$5,000,000

36 inch Water Main Replacement under Hackensack

Estimated Project Cost: \$10,000,000

Boonton Dam Bascale Gates

Estimated Project Cost: \$4,500,000

Boonton Dam Security Upgrades

Estimated Project Cost: \$2,000,000

Phase 5A Water Mains

Estimated Project Cost: \$10,000,000

Phase 5B Water Mains

Estimated Project Cost: \$10,000,000

Phase 6A Water Mains

Estimated Project Cost: \$10,000,000

Phase 6B Water Mains

Estimated Project Cost: \$10,000,000

Phase 8 Water Mains

Estimated Project Cost: \$10,000,000

**EXHIBIT C**

**FORM OF WATER BONDS**

**JERSEY CITY MUNICIPAL UTILITIES AUTHORITY**

**WATER REVENUE BOND (2018 SERIES \_\_)**

No. R-\_\_ \$ \_\_\_\_\_

REGISTERED OWNER: State of New Jersey

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

DATED DATE: \_\_\_\_\_, 2018

AUTHENTICATION DATE: \_\_\_\_\_, 2018

MATURITY DATE \_\_\_\_\_, 20\_\_

INTEREST RATE PER ANNUM: \_\_\_\_%

**JERSEY CITY MUNICIPAL UTILITIES AUTHORITY** (hereinafter called the "Borrower"), a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, acknowledges itself indebted and for value received hereby promises to pay to the order of the State of New Jersey (the "State") the principal amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, plus any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower irrevocably pledges its Revenues (as defined in the Loan Agreement) for the punctual payment of the principal of, and all other amounts due under, this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the Municipal and County Utilities Authorities Law, P.L. 1957, c. 183, (N.J.S.A. 40:14B-1 et seq.), (the "Act"), other applicable laws, a bond resolution of the Authority entitled "Resolution Authorizing the Issuance of Revenue Bonds of the Jersey City Municipal Utilities Authority", adopted on January 28, 1998 as amended on March 31, 1998, and as further amended and supplemented from time to time, including without limitation, that certain resolution entitled "Supplemental Bond Resolution Authorizing the Issuance of Not to Exceed \$ \_\_\_\_\_ Water Revenue Bonds, Series 2018, of the Jersey City Municipal Utilities Authority", adopted on \_\_\_\_\_, 2018 (such resolutions shall be collectively referred to herein as the "Resolution"), and the Loan Agreement dated as of \_\_\_\_\_, 2018 by and between the State, acting by and through the New Jersey Department of Environmental Protection, and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence the payment obligations of the Borrower set forth therein. Payments under

this Borrower Bond shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee (as defined in the Loan Agreement) for the account of the State. This Borrower Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the State to the Borrower upon receipt by the State of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the State under the Loan Agreement or under any other agreement between the Borrower and the State or out of any indebtedness or liability at any time owing to the Borrower by the State or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

This Borrower Bond is one of a Series of Bonds designated as "Sewer Revenue Bonds, Series 2018", dated the above-stated date and duly issued under and by virtue of the Act and under and pursuant to the Resolution (the "Bonds"). Copies of the Resolution are on file at the office of the Borrower in the City of Jersey City, New Jersey and reference to the Resolution and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the nature and extent of the security for the Bonds, the funds pledged, the nature, manner and extent of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, the terms and conditions upon which the Bonds are issued and may be issued thereunder and a statement of the rights, duties, immunities and obligations of the Borrower. Such pledge and other obligations of the Borrower under the Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by action on behalf of the Borrower taken in the manner and subject to the conditions and exceptions prescribed in the Resolution.

The principal of this Borrower Bond may be declared due and payable whether or not in advance of maturity, and any such declaration and its consequences may be annulled, as provided in the Act.

This Borrower Bond is transferable only upon the books of the Borrower kept for that purpose by the registered owner hereof in person, or by his duly authorized attorney, upon surrender with a written instrument of transfer satisfactory to the Borrower, duly executed by the

registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds, without coupons, and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Borrower may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of received payment of, or on account of, the principal or Redemption Price (if applicable) hereof and interest due hereon and for all other purposes.

The Act provides that neither the members of the Borrower nor any person executing bonds of the Borrower shall be liable personally on said bonds by reason of the issuance thereof.

This Borrower Bond is not and shall not be in any way a debt or liability of the State of New Jersey or of any county or municipality and does not and shall not create or constitute any indebtedness, liability or obligation of the State of New Jersey or of any county or municipality, either legal, moral or otherwise.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of this Borrower Bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

This Borrower Bond shall not be entitled to any security, right or benefit under the Resolution or be valid or obligatory for any purpose, unless the certificate of authentication herein has been duly executed by the Registrar.

To the extent provided by law, this Borrower Bond is junior and subordinate in all respects to any bonds of the Borrower to be issued to the New Jersey Environmental Infrastructure Trust, on or after the date hereof but prior to the date that is one year after the date hereof, as to lien on, and source and security for payment from, the general tax revenues of the Borrower.

**IN WITNESS WHEREOF, THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY** has caused this bond to be signed in its name and on its behalf by the manual or facsimile signature of the Chairperson or Vice Chairperson, and its corporate seal to be affixed, imprinted or reproduced herein and attested by the manual or facsimile signature of its Assistant Secretary, all as of the original issue date hereinabove mentioned.

**JERSEY CITY MUNICIPAL  
UTILITIES AUTHORITY**

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

Chairperson

(SEAL)

ATTEST:

\_\_\_\_\_

Secretary

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Water Revenue Bond, Series 2018, and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ Attorney to transfer the within Water Revenue Bond, Series 2017 on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

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

City Clerk File No. Res. 18-941

Agenda No. 10.R

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING TO SETTLE ASSESSMENT APPEALS  
FILED BEFORE THE TAX COURT OF NEW JERSEY ON VARIOUS  
PROPERTIES**

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

**WHEREAS**, complaints have been filed before the Tax Court of New Jersey challenging assessment values on various properties; and

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

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

**WHEREAS**, after consulting with the Tax Assessor of the City of Jersey City and the City's Tax Counsel, both have determined that these settlements reflect the fair assessable values of the subject properties consistent with the assessing parameters on the years of appeals filed and recommend that the complaints be settled at the amount specified on the attached SCHEDULE; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled by reducing assessments on the years and the corresponding amount of taxes/credit as specified in the attached SCHEDULE.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

[Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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 Byrne, City Clerk

RES.18-941 OCT 24 2018

| SCHEDULE A   |     |           |                    |          |                |                |                     |                    |             |                     |
|--------------|-----|-----------|--------------------|----------|----------------|----------------|---------------------|--------------------|-------------|---------------------|
| Block        | Lot | Qualifier | Street Address     | Tax Year | Taxpayer       | Description    | Original Assessment | Settled Assessment | Reductions  | Refund/Credit       |
| 11701        | 4   |           | 305 Broadway       | 2014     | JC Broadway    | Warehouse      | \$7,928,800         | \$5,739,200        | \$2,189,600 | \$163,825.87        |
| 11701        | 4   |           | 306 Broadway       | 2015     | JC Broadway    | Warehouse      | \$7,928,800         | \$6,083,400        | \$1,845,400 | \$138,072.83        |
| 11701        | 4   |           | 307 Broadway       | 2016     | JC Broadway    | Warehouse      | \$7,928,801         | \$5,810,000        | \$2,118,801 | \$163,168.87        |
| 11701        | 3   |           | 301 Broadway       | 2014     | JC Broadway    | Warehouse      | \$685,000           | \$685,000          | \$0         | \$0.00              |
| 11701        | 3   |           | 301 Broadway       | 2015     | JC Broadway    | Warehouse      | \$685,000           | \$685,000          | \$0         | \$0.00              |
| 11701        | 3   |           | 302 Broadway       | 2016     | JC Broadway    | Warehouse      | \$685,000           | \$685,000          | \$0         | \$0.00              |
| 9002         | 1   |           | Hermans Ave        | 2014     | JC Broadway    | Vacant Land    | \$45,000            | \$45,000           | \$0         | \$0.00              |
| 9002         | 1   |           | Hermans Ave        | 2015     | JC Broadway    | Vacant Land    | \$45,000            | \$45,000           | \$0         | \$0.00              |
| 9002         | 1   |           | Hermans Ave        | 2016     | JC Broadway    | Vacant Land    | \$45,000            | \$45,000           | \$0         | \$0.00              |
| 7401         | 1   |           | 581 Hackensack Ave | 2014     | JC Broadway    | Vacant Land    | \$91,200            | \$91,200           | \$0         | \$0.00              |
| 7401         | 1   |           | 581 Hackensack Ave | 2015     | JC Broadway    | Vacant Land    | \$91,200            | \$91,200           | \$0         | \$0.00              |
| 7401         | 1   |           | 581 Hackensack Ave | 2016     | JC Broadway    | Vacant Land    | \$91,200            | \$91,200           | \$0         | \$0.00              |
| 15307        | 11  |           | 118 Summit Ave     | 2017     | 118 Summit Ave | Abandon Church | \$544,200           | \$400,000          | \$0         | \$0.00              |
| <b>Total</b> |     |           |                    |          |                |                |                     |                    |             | <b>\$465,067.57</b> |

**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 TO SETTLE ASSESSMENT APPEALS FILED BEFORE THE TAX COURT OF NEW JERSEY ON VARIOUS PROPERTIES**

**Project Manager**

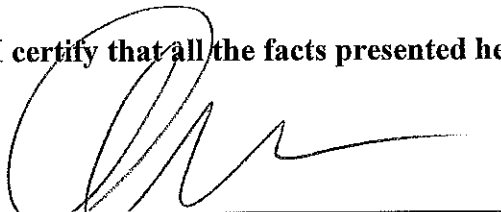
|                     |                       |                 |
|---------------------|-----------------------|-----------------|
| Department/Division | Tax Assessor's Office |                 |
| Name/Title          | Ed Toloza             | Tax Assessor    |
| Phone/email         | (201) 547 4804        | edward@jcnj.org |

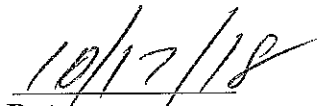
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

This resolution is to settle the following compliants by reducing assessments on the years and the corresponding amounts of taxes/credit as specified in the attached schedule.

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

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

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

| SCHEDULE A   |     |           |                    |          |                |                |                     |                    |             |                     |
|--------------|-----|-----------|--------------------|----------|----------------|----------------|---------------------|--------------------|-------------|---------------------|
| Block        | Lot | Qualifier | Street Address     | Tax Year | Taxpayer       | Description    | Original Assessment | Settled Assessment | Reductions  | Refund/Credit       |
| 11701        | 4   |           | 305 Broadway       | 2014     | JC Broadway    | Warehouse      | \$7,928,800         | \$5,739,200        | \$2,189,600 | \$163,825.87        |
| 11701        | 4   |           | 306 Broadway       | 2015     | JC Broadway    | Warehouse      | \$7,928,800         | \$6,083,400        | \$1,845,400 | \$138,072.83        |
| 11701        | 4   |           | 307 Broadway       | 2016     | JC Broadway    | Warehouse      | \$7,928,801         | \$5,810,000        | \$2,118,801 | \$163,168.87        |
| 11701        | 3   |           | 301 Broadway       | 2014     | JC Broadway    | Warehouse      | \$685,000           | \$685,000          | \$0         | \$0.00              |
| 11701        | 3   |           | 301 Broadway       | 2015     | JC Broadway    | Warehouse      | \$685,000           | \$685,000          | \$0         | \$0.00              |
| 11701        | 3   |           | 302 Broadway       | 2016     | JC Broadway    | Warehouse      | \$685,000           | \$685,000          | \$0         | \$0.00              |
| 9002         | 1   |           | Hermans Ave        | 2014     | JC Broadway    | Vacant Land    | \$45,000            | \$45,000           | \$0         | \$0.00              |
| 9002         | 1   |           | Hermans Ave        | 2015     | JC Broadway    | Vacant Land    | \$45,000            | \$45,000           | \$0         | \$0.00              |
| 9002         | 1   |           | Hermans Ave        | 2016     | JC Broadway    | Vacant Land    | \$45,000            | \$45,000           | \$0         | \$0.00              |
| 7401         | 1   |           | 581 Hackensack Ave | 2014     | JC Broadway    | Vacant Land    | \$91,200            | \$91,200           | \$0         | \$0.00              |
| 7401         | 1   |           | 581 Hackensack Ave | 2015     | JC Broadway    | Vacant Land    | \$91,200            | \$91,200           | \$0         | \$0.00              |
| 7401         | 1   |           | 581 Hackensack Ave | 2016     | JC Broadway    | Vacant Land    | \$91,200            | \$91,200           | \$0         | \$0.00              |
| 15307        | 11  |           | 118 Summit Ave     | 2017     | 118 Summit Ave | Abandon Church | \$544,200           | \$400,000          | \$0         | \$0.00              |
| <b>Total</b> |     |           |                    |          |                |                |                     |                    |             | <b>\$465,067.57</b> |

D. Mark Leonard, ID # 037761988  
HOROWITZ, RUBINO & PATTON  
400 Plaza Drive  
P.O. Box 2038  
Secaucus, New Jersey 07096  
(201) 863-7988  
mark.leonard@hrplaw.com  
Attorneys for Plaintiff

JC BROADWAY, LLC,  
  
Plaintiff,  
  
vs.  
  
CITY OF JERSEY CITY,  
Defendant.

TAX COURT OF NEW JERSEY  
DOCKET NO. 003469-2016

CIVIL ACTION

APPLICATION FOR JUDGMENT  
PURSUANT TO N.J.S.A. 54:51A:8  
(Tax Court Freeze Act)

Block: 11701 Lot: 4 Street Address: 305 Broadway, Jersey City, New Jersey

Block: 11701 Lot: 3 Street Address: 301 Broadway, Jersey City, New Jersey

Block: 9002 Lot: 1 Street Address: Hemans Avenue Vacated, Jersey City, New Jersey

Block: 7401 Lot: 1 Street Address: 581 Hackensack Avenue, Jersey City, New Jersey

1. Plaintiff is the taxpayer of the above property and demands judgment for tax year 2017 (freeze year) pursuant to N.J.S.A. 54:51A-8 based upon a judgment to be issued by the Tax Court for year 2016 (base year).

A final judgment will be entered by the Tax Court for tax year 2016 (base year) determining the assessment on the captioned property to be:

**Block: 11701**  
**Lot: 4**

Land: \$3,300,800  
Improvements: \$2,509,200  
Total: \$5,810,000

**Block: 11701**  
**Lot: 3**

Land: \$675,000  
Improvements: \$10,000  
Total: \$685,000

**Block: 9002**  
**Lot: 1**

Land: \$45,000  
Improvements: \$0  
Total: \$45,000

**Block: 7401**  
**Lot: 1**

Land: \$91,200  
Improvements: \$0  
Total: \$91,200

2. There will be no appeal from said base year judgment.

3. The original assessment and the county tax board action for the captioned property for the year for which the freeze is required (not the base year) are as follows:

Original Assessment  
2017

County Board of Taxation

**Block: 11701**  
**Lot: 4**

Land: \$3,300,800  
Improvements: \$4,628,000  
Total: \$7,928,800

Direct Appeal

**Block: 11701**  
**Lot: 3**

Land: \$675,000  
Improvements: \$10,000  
Total: \$685,000

Direct Appeal

**Block: 9002**  
**Lot: 1**

Land: \$45,000  
Improvements: \$0  
Total: \$45,000

Direct Appeal

**Block: 7401**  
**Lot: 1**

Land: \$91,200  
Improvements: \$0  
Total: \$91,200

Direct Appeal

4. There has been no change in value of the captioned property or revaluation put into effect for the defendant taxing district from the freeze year referred to in paragraph one (1) above.

5. The judgment entered pursuant to this Application shall be a final disposition of the entire controversy and of any actions pending or hereafter instituted by the parties concerning the assessment on the property referred to herein for said Freeze Act year.

6. No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

It is stipulated and agreed that judgment incorporating the above terms be entered affirming that the judgment for the base year is applicable for the freeze year.

HOROWITZ, RUBINO & PATTON  
Attorneys for Plaintiff,  
JC Broadway, LLC

Dated: By: \_\_\_\_\_  
D. Mark Leonard

ERIC M. BERNSTEIN & ASSOCIATES, LLC  
Attorneys for Defendant, City of Jersey City

Dated: By: \_\_\_\_\_  
Dominic P. DiYanni

- 
- Note:**
1. The Freeze Act, N.J.S.A. 54:51A-8, does not apply to a judgment granting an exemption or granting qualification for farmland assessment.
  2. It is the policy of the Tax Court not to issue judgments applying the Freeze Act to an assessment until the assessment date has passed.

D. Mark Leonard, ID # 037761988  
 HOROWITZ, RUBINO & PATTON  
 400 Plaza Drive  
 P.O. Box 2038  
 Secaucus, New Jersey 07096  
 (201) 863-7988  
 mark.leonard@hrplaw.com  
 Attorneys for Plaintiff

JC BROADWAY, LLC,  
  
 Plaintiff,  
  
 vs.  
  
 CITY OF JERSEY CITY,  
 Defendant.

TAX COURT OF NEW JERSEY  
 DOCKET NOS. 004927-2014;  
 003349-2015; 003469-2016

CIVIL ACTION  
 STIPULATION OF SETTLEMENT

ASSIGNED JUDGE:  
 Hon. Joan Bedrin Murray, J.T.C.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a Judgment be entered as follows:

Block: 11701  
 Lot: 4  
 Street Address: 305 Broadway, Jersey City, New Jersey

| 2014         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$3,300,800         |                       | \$3,300,800         |
| Improvements | \$4,628,000         | Direct Appeal         | \$2,438,400         |
| <b>TOTAL</b> | <b>\$7,928,800</b>  |                       | <b>\$5,739,200</b>  |

| 2015         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$3,300,800         |                       | \$3,300,800         |
| Improvements | \$4,628,000         | Direct Appeal         | \$2,782,600         |
| <b>TOTAL</b> | <b>\$7,928,800</b>  |                       | <b>\$6,083,400</b>  |



| 2016         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$3,300,800         |                       | \$3,300,800         |
| Improvements | \$4,628,000         | Direct Appeal         | \$2,509,200         |
| <b>TOTAL</b> | <b>\$7,928,800</b>  |                       | <b>\$5,810,000</b>  |

Block: 11701

Lot: 3

Street Address: 301 Broadway, Jersey City, New Jersey

| 2014         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$675,000           |                       | \$675,000           |
| Improvements | \$10,000            | Direct Appeal         | \$10,000            |
| <b>TOTAL</b> | <b>\$685,000</b>    |                       | <b>\$685,000</b>    |

| 2015         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$675,000           |                       | \$675,000           |
| Improvements | \$10,000            | Direct Appeal         | \$10,000            |
| <b>TOTAL</b> | <b>\$685,000</b>    |                       | <b>\$685,000</b>    |

| 2016         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$675,000           |                       | \$675,000           |
| Improvements | \$10,000            | Direct Appeal         | \$10,000            |
| <b>TOTAL</b> | <b>\$685,000</b>    |                       | <b>\$685,000</b>    |

Block: 9002

Lot: 1

Street Address: Hemans Avenue Vacated, Jersey City, New Jersey

| 2014         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$45,000            |                       | \$45,000            |
| Improvements | \$0                 | Direct Appeal         | \$0                 |
| <b>TOTAL</b> | <b>\$45,000</b>     |                       | <b>\$45,000</b>     |

| 2015         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$45,000            |                       | \$45,000            |
| Improvements | \$0                 | Direct Appeal         | \$0                 |
| <b>TOTAL</b> | <b>\$45,000</b>     |                       | <b>\$45,000</b>     |

| 2016         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$45,000            |                       | \$45,000            |
| Improvements | \$0                 | Direct Appeal         | \$0                 |
| <b>TOTAL</b> | <b>\$45,000</b>     |                       | <b>\$45,000</b>     |

Block: 7401  
 Lot: 1  
 Street Address: 581 Hackensack Avenue, Jersey City, New Jersey

| 2014         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$91,200            |                       | \$91,200            |
| Improvements | \$0                 | Direct Appeal         | \$0                 |
| <b>TOTAL</b> | <b>\$91,200</b>     |                       | <b>\$91,200</b>     |

| 2015         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$91,200            |                       | \$91,200            |
| Improvements | \$0                 | Direct Appeal         | \$0                 |
| <b>TOTAL</b> | <b>\$91,200</b>     |                       | <b>\$91,200</b>     |

| 2016         |                     |                       |                     |
|--------------|---------------------|-----------------------|---------------------|
|              | Original Assessment | County Board Judgment | Adjusted Assessment |
| Land         | \$91,200            |                       | \$91,200            |
| Improvements | \$0                 | Direct Appeal         | \$0                 |
| <b>TOTAL</b> | <b>\$91,200</b>     |                       | <b>\$91,200</b>     |

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

4. The taxpayer waives any interest payable on any refund to the taxpayer, pursuant to N.J.S.A. 54:3-27.2, and/or any other applicable law, provided said refund is paid within 60 days of the date of entry of the Tax Court judgment.

HOROWITZ, RUBINO & PATTON  
Attorneys for Plaintiff,  
JC Broadway, LLC

Dated:

By: \_\_\_\_\_  
D. Mark Leonard

ERIC M. BERNSTEIN & ASSOCIATES, LLC  
Attorneys for Defendant, City of Jersey City

Dated:

By: \_\_\_\_\_  
Dominic P. DiYanni

JEFFREY M. BEIDES, ESQ., LLC  
 3 2<sup>nd</sup> Street, Suite 1203  
 Jersey City, New Jersey 07311  
 Ph. (201) 656-9000  
 Email: jmbeides@aol.com  
 Attorney for Plaintiff, Garden State Episcopal Community Development Corp.  
 Attorney Bar Id. 286461973

|  |   |
|--|---|
| Garden State Episcopal Community Development Corp. | TAX COURT OF NEW JERSEY<br>Docket No. 012849-2017                     |
| vs.  |   |
| City of Jersey City                                | CIVIL ACTION<br><br>STIPULATION OF SETTLEMENT<br>(Local Property Tax) |

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment entered as follows:

Block 15307                                      Lot 11  
 Now known as 15307                              Lots 11.01 and 11.02

Street Address 118 Summit Avenue, Jersey City, New Jersey Year 2017

| Original Assessment              | County Tax Board Assessment | Requested Tax Court Judgment |
|----------------------------------|-----------------------------|------------------------------|
| Land <u>\$184,100.00</u>         | <u>\$184,100.00</u>         | <u>\$184,100.00</u>          |
| Improvements <u>\$360,100.00</u> | <u>\$360,100.00</u>         | <u>\$215,900.00</u>          |
| Total <u>\$544,200.00</u>        | <u>\$544,200.00</u>         | <u>\$400,000.00</u>          |

\_\_\_\_\_ The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) \_\_\_\_\_, and therefore agree that the provisions of N.J.S.A. 54:51 A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act years(s). No Freeze Act years(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

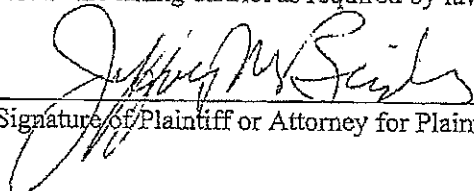
  X   The provisions of N.J.S.A. 54:51 A-8 (Freeze Act) shall not apply.

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assemble value of the property(ies) consistent

with assessing practices generally applicable in the taxing district as required by law.

August 29, 2018  
Date

  
\_\_\_\_\_  
Signature of Plaintiff or Attorney for Plaintiff

August 29, 2018  
Date

\_\_\_\_\_  
Signature of Defendant or Attorney for Defendant

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

City Clerk File No. Res. 18-942

Agenda No. 10.S

Approved: OCT 24 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO MCNERNEY & ASSOCIATES, INC. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2018

### Council offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City (City) requires the services of a real estate appraiser to prepare appraisal reports and to testify as an expert witness in property tax appeal cases filed before the Tax Court of New Jersey; and

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

**WHEREAS**, the City advertised for proposals and received two proposals, one from McNerney & Associates, Inc., 266 Harristown Road, Glen Rock, N.J. 07452 and one from Value Research Group, LLC ("Value Research"), 301 South Livingston Avenue, Livingston, N.J. 07039; and

**WHEREAS**, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that contracts be awarded to McNerney & Associates, Inc. and Value Research to avoid any conflicts of interest that may ensue; and

**WHEREAS**, McNerney & Associates, Inc. agrees to perform the services required by the City; and

**WHEREAS**, McNerney & Associates, Inc. agrees to provide its services at an hourly rate of \$150 for a total contract amount not to exceed \$35,000; and

**WHEREAS**, the term of the contract is one year; and

**WHEREAS**, the sum of \$35,000 is available in Account No.: 2017-01-201-20-150-312;

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

1. The decision to use the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq., to award a contract for real estate appraisal services is ratified;
2. A contract to provide real estate appraisal services is awarded to McNerney & Associates, Inc.;
3. McNerney & Associates, Inc. shall provide services at an hourly rate of \$150.00 for a total contract amount not to exceed \$35,000.00, and the term of the contract is one year;

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO MCNERNEY & ASSOCIATES, INC. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2018**

4. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendment to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that \$35,000 is available under in Account No.: 2017-01-201-20-150-312. Requisition # 0185103 PO # 131003

JMK  
10/10/18

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

APPROVED AS TO LEGAL FORM

APPROVED: M/6  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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 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 professional services contract to McNerny & Associates, Inc.

**Project Manager**

|                     |                       |                       |
|---------------------|-----------------------|-----------------------|
| Department/Division | Tax Assessor's Office | Tax Assessor's Office |
| Name/Title          | Eduardo Toloza        | Director/Assessor     |
| Phone/email         | 201-547-4804          | Edward@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 appraisal services in connection with property Tax Appeal cases filed before the Tax Court Of New Jersey.

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

Initial Cost \$35,000

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

12 months

Type of award

OPEN

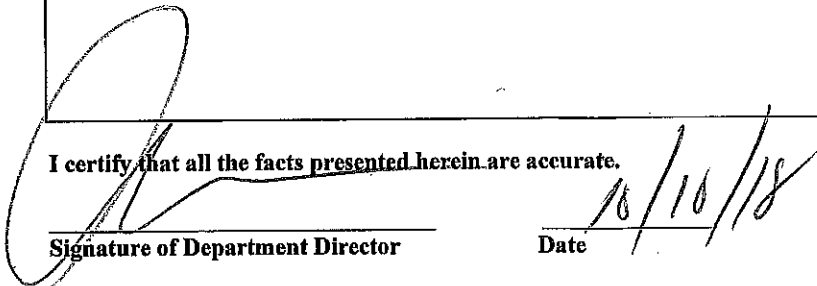
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Handwritten signature of the Department Director and the date 10/10/18.

1  
2 **INTERDEPARTMENTAL MEMORANDUM**  
3 **OFFICE OF THE TAX ASSESSOR**  
4 **(201) 547-5131**

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5  
6  
7  
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10  
11 **DATE:** January 17, 2018  
12  
13 **TO:** Rolando Lavarro, Council President  
14  
15 **FROM:** Ed Toloza, City Tax Assessor  
16  
17 **SUBJECT** RFP – Appraisal Services Evaluation Report  
18  
19 -----  
20  
21  
22

23 **Executive Summary**

24  
25 Every year the City is faced with numerous assessment appeals on both County and State level.  
26 Last year, 2017 the City had 180 commercial and industrial tax appeals filed before the Tax  
27 Court of New Jersey and 1,825 appeals filed at the County Board of Taxation. To address this  
28 volume of appeals, the City on November 14, 2017 sent a Request for Proposal (RFP) for real  
29 property appraisal services to support the Tax Assessor in the defense of the City's assessments.  
30 The City received one (1) proposal in response; McNerney & Associates, Inc. of Glen Rock,  
31 New Jersey. The contract to be awarded using the competitive contracting provision of the Local  
32 Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) which is considered a "fair and open"  
33 process under the "New Jersey City Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et*  
34 *seq.*

35  
36 The proposals were reviewed and evaluated by a committee whose members were appointed by  
37 the Business Administrator. The evaluation was based on the criteria contained on Section 7 of  
38 the RFP. The criteria range from demonstration of clear understanding of the scope of services to  
39 project planning. Each proposal is graded accordingly and scoring could range up to a maximum  
40 of 100 points. Below is the summary of each evaluator's scoring sheets;

| 41 | 42 Evaluator | 43 McNerney & Associates |
|----|--------------|--------------------------|
| 44 | Marcos Vigil | 87                       |
| 45 | John Mercer  | 81                       |
| 46 | Ed Toloza    | 96                       |

|    |                           |            |
|----|---------------------------|------------|
| 47 | Evelyn Trujillo           | 103        |
| 48 | Raymond Matyskiel         | 105        |
| 49 | Matthew J. O'Donnell, Esq | <u>100</u> |
| 50 |                           |            |
| 51 | Total Points              | 438        |

52  
53  
54 **Overview of the City's Tax Appeals**

55  
56 Jersey City has approximately 260 appeals filed with the Tax Court of New Jersey. Most of the  
57 appeals that are elevated to this Court whose assessed values reflect on (1) million and more.  
58 Properties include, commercial properties like banks, hotels, gas stations, shopping centers and  
59 apartment buildings. Industrial properties are located to different locations in the City as  
60 specifically zoned for such purpose in the Pulaski section and southern areas of the City. The  
61 City's total line items include tax abated properties, long term or shorter term, from 10 to 30  
62 years and 5 year-abatement, respectively.

63  
64  
65  
66 **SCOPE OF SERVICES**

67  
68 It is customary for appraisers to provide their professional services either to a taxpayer or  
69 government subdivision. To avoid any conflict of interest, the City sought at least two (2) real  
70 property appraisal firms, nevertheless only 1 response received;

- 71  
72 1) determine the fair market value of a real property under tax appeals; and  
73 2) general consulting services. Services shall include but are not limited to the following:

- 74  
75 1. Provide general advice, assistance, appraisal reports or summaries as requested, in  
76 the negotiation of real estate tax appeals;  
77 2. Provide general advice, assistance, appraisal reports or summaries as requested, in  
78 connection with the review and evaluation of tax-abated properties;  
79 3. Provide general advice, assistance, appraisal reports or summaries as requested, to  
80 assist the Tax Assessor's Office with the valuation of complex properties;  
81 4. Attend settlement conferences/meetings regarding litigation between taxpayers  
82 and/or their representatives and the municipality for assessment purposes;  
83 5. Testify before the appropriate judicial or quasi-judicial body, including but not  
84 limited to the Tax Court of New Jersey and the Hudson County Board of  
85 Taxation;

86  
87 All appraisal reports must be in compliance with the New Jersey State Appraisal  
88 Board and must meet all standards set forth by the Uniform Standards of Professional  
89 Appraisal Practice.  
90

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**Evaluation Criteria**

The City's objective in soliciting proposals is to enable it to select two (2) Respondents that will provide high quality and cost effective services to the City of Jersey City. Successful Respondents shall be determined based on an evaluation of the total content of the Proposals submitted, based on a point system.

The following is the criteria for evaluation, points shall be awarded based on the information contained in the Proposal for each category as listed below. Please note that not all Proposals may be rated if it is evident that they do not meet the RFP/City's requirements or are not complete. The total score shall be the basis for the contract award.

**Each criterion shall be evaluated on a scale of one (1) to ten (20).**

| <b>EVALUATION CRITERIA</b>  | <b>SCORE/POINTS</b> |
|---|---------------------|
| Demonstration of a clear understanding of the scope of work and related objectives                                      | 10                  |
| Completeness and responsiveness to the specific RFP requirements  | 10                  |
| Experience and knowledge necessary for the task, including knowledge of the City of Jersey City                         | 10                  |
| Demonstration of technical ability  | 10                  |
| Documentation of respondent's successful completion of similar projects   | 10                  |
| Documentation of qualifications and licenses necessary to undertake the project   | 10                  |
| Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner | 10                  |
| Cost of services in comparison to other similarly scored proposals  | 20                  |
| Documentation of sufficient financial resources to meet its obligations   | 5                   |
| Demonstration of a well-reasoned project management plan  | 5                   |
| Commitment to diversity   | 5                   |
| <b>POINT TOTAL:</b>   | <b>105</b>          |

106  
107  
108  
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112

**Evaluation Committee**

The evaluation committee consisted of 3 members with varied skill sets, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- 113 - Marco Vigil – Deputy Mayor  
114 John Mercer, Assistant Business Administrator, Department of Administration  
115 - Ed Toloza, Tax Assessor  
116 - Evelyn Trujillo – Asst. Assessor  
117 - Raymond Matyskiel – Asst. Assessor

118

119

120 **Evaluation results**

121

122 McNerney & Associates

123

124 McNerney & Associates will provide all the necessary services contained on the RFP, Scope of  
125 Services” for an hourly rate of \$150.00 for Robert McNerney, MAI and all associates will have  
126 the hourly rate at \$100.0.

127

128

129

130 Value Research Group

131

132 Value Research Group will provide the necessary services as contained on the RFP “Scope of  
133 Services” for an hourly rate of \$150.00 for either principal or associates.

134

135

136 **Contract award**

137

138 It is the recommendation of the committee that a contract be awarded to the sole respondent,  
139 McNerney & Associates, Inc. pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et  
140 seq. (Competitive Contracting Law and Regulations). .

## AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and MCNERNEY & ASSOCIATES, INC. ("McNerney" or ?Contractor@), 266 Harristown Road, Glen Rock, New Jersey 07452

WHEREAS, the City Tax Assessor's Office requires the services of real property appraisal firms for performing appraisal services for tax appeals and other City matters requiring real property appraisal, valuation, and consulting services; and

WHEREAS, on March 29, 2016, the City received two proposals for real property appraisal services; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that contracts be awarded to McNerney, and the other respondent, Value Research Group, LLC; and

WHEREAS, Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2018 authorized this Agreement between the City and McNerney

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

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with real property appraisal services.

### ARTICLE II

#### Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal (Exhibit "B") which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is one year (1) year effective as of the date the contract is awarded by the City Council.

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

### ARTICLE III Contractual Relationship

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

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

### ARTICLE IV Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall be compensated at an hourly rate of \$150.00 and the total contract amount shall not exceed the sum of \$35,000.00 including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the City's Tax Assessor. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

### ARTICLE V Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor

with not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Contractor with not less than two million dollars (\$2,000,000). Professional liability insurance shall be kept in force until at least one (1) year after the expiration of this Agreement.

C. Automobile Liability Coverage: covering as insured Contractor with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000

E. Error and Omissions Liability in the amount of \$2,000,000 per occurrence and in aggregate.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of insurance upon execution of this Agreement.

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

All coverage should remain in effect for the term of the contract.

#### ARTICLE VII Termination

This Agreement may be terminated by the parties pursuant to the provisions set forth in Section 8.8 of the RFP.



ARTICLE IX  
Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. Should Contractor retain any subcontractors, such subcontractors shall also agree to the aforementioned indemnification language.

ARTICLE X  
Entire Agreement

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

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI  
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

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2. The contract term is one year (1) year effective as of the date the contract is awarded by the City Council.

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ARTICLE X

Entire Agreement

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

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI

Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the Cities. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII  
Notice

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE XIII  
Compliance with Affirmative Action Plan

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

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

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

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

ARTICLE XIV  
New Jersey Business Registration Requirements

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

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

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

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

ARTICLE XV  
City of Jersey City Lobbyist Disclosure Ordinance

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

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

Attest:

City of Jersey City

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

\_\_\_\_\_  
Brian Platt, Acting Business Administrator

Attest:

McNerney & Associates, Inc.

---

---



(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): Robert McNerney - President

Representative's Signature: 

Name of Company: McNerney & Associates, Inc.

Tel. No.: 201-670-8558

Date: 10/12/18

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

The contractor and the President of Associates (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 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: Robert McNerney - President

Representative's Signature: 

Name of Company: McNerney & Associates, Inc.

Tel. No.: 201-670-8558

Date: 10/12/18

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

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

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

Business Name : McNerney & Associates, Inc.  
Address : 266 Harristown Road #301. Glen Rock, NJ 07452  
Telephone No. : 201-670-8558  
Contact Name : Robert McNerney

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: McNerney, & Associates, Inc.

Address: 266 Harristown Road #301, Glen Rock, NJ 07452

Telephone No.: 201-670-8558

Contact Name: Robert McNerney

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McNerney & Associates, 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 McNerney & Associates, 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: McNerney & Associates, Inc.

Signed: [Signature] Title: President

Print Name: Robert McNerney Date: 10/17/18

Subscribed and sworn before me  
this 12 day of October, 2018  
My Commission expires:

[Signature]  
(Affiant)  
Robert McNerney - President  
(Print name & title of affiant) (Corporate Seal)

**FRANCINE S. GOLDSTEIN  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50071583  
MY COMMISSION EXPIRES NOV. 8, 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.

**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**

McNerney & Associates

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:

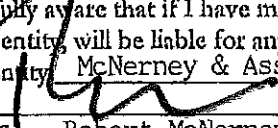
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                        |
|------------------------------|-------------------------------------|
| Robert McNerney              | 70 Lehmann Street, Mahwah, NJ 07430 |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |

**Part 3 – Signature and Attestation:**

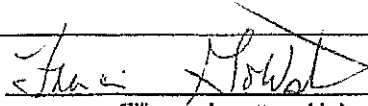
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: McNerney & Associates, Inc.

Signature of Affiant:  Title: President

Printed Name of Affiant: Robert McNerney Date: 10/12/18

Subscribed and sworn before me this 12 day of October, 2018.

  
(Witnessed or attested by)

My Commission expires:

**FRANCINE S. GOLDSTEIN**

(Seal)

**NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50071663**

**MY COMMISSION EXPIRES NOV. 6, 2022**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

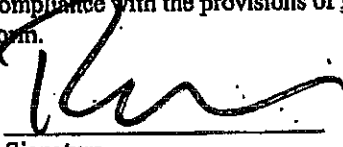
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | McNerney & Associates, Inc. |           |            |
| Address:     | 266 Harristown Road #301    |           |            |
| City:        | Glen Rock                   | State: NJ | Zip: 07452 |

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

Robert McNerney

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 |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

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



Certification 34155

## 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-2017 to 15-JUN-2024

MCNERNEY & ASSOCIATES, INC.  
266 HARRISTOWN ROAD  
GLEN ROCK

NJ 07452 0067



FORD M. SCUDDER  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
MCNERNEY & ASSOCIATES, INC.

TRADE NAME:

ADDRESS:  
266 HARRISTOWN ROAD  
GLEN ROCK NJ 07452  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
0082173

ISSUANCE DATE:  
08/23/07

12/09/93

*James J. Jusino*  
Acting Director  
New Jersey Division of Revenue

FORM BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**BUSINESS ENTITY ANNUAL STATEMENT**

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

**THIS FORM MUST BE ELECTRONICALLY FILED AT:**  
[www.elec.state.nj.us](http://www.elec.state.nj.us)

**FORM BE**

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

Date of Statement March 30, 2018

Activity for Calendar Year 2017

Check if Amendment

**Part 2: Business Entity Information**

Business Name McNerney & Associates, Inc.

Business Type Other Business Organization

Address 1 266 Harristown Road, Suite 301

Address 2 \_\_\_\_\_

City Glen Rock State New Jersey Zip 07452

\*(Area Code) Telephone Number (201) 670-8558

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Robert Last Name McNerney

Title/Position President Date March 30, 2018

\*(Area Code) Telephone Number (201) 670-8558

Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

\*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

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

City Clerk File No. Res. 18.943

Agenda No. 10.T.

Approved: OCT 24 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC AMBULANCE CORPORATION FOR EMERGENCY MEDICAL TECHNICIAN (EMT) TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

**WHEREAS**, the new Fire recruits need emergency medical technician (EMT) training as they will become first responders to fires and medical emergencies; and

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited three quotes, including one from Atlantic Ambulance Corporation, 110 Dorsa Avenue, Livingston, New Jersey 07039 in the total amount of thirty nine thousand, one hundred dollars (\$39,100.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Atlantic Ambulance Corporation 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 Fire Division has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

**WHEREAS**, funds are available for this contract in the Trust Account;

| Account           | PO #   | Total Contract |
|-------------------|--------|----------------|
| 17-293-56-000-031 | 130796 | \$39,100.00    |

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

1. A contract award in the amount of \$39,100.00, for emergency medical technician training to Atlantic Ambulance Corporation is authorized
2. The term of the contract shall be effective December 18, 2018 through January 25, 2019.
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 ATLANTIC AMBULANCE CORPORATION FOR EMERGENCY MEDICAL TECHNICIAN (EMT) TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE**

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.
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year permanent budget shall be subject to the availability and appropriation of sufficient funds in the 2019 budget.

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> |
| 17-293-56-000-031 | 130796      | \$39,100.00           |

Approved by: Peter Folgado  
 Peter Folgado, Director of Purchasing  
 RPPO, QPA

October 12, 2018  
 Date

PF/pv  
 10/5/18

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

APPROVED AS TO LEGAL FORM

APPROVED: HK  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

*RR  
10-15-18*

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 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 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 ATLANTIC AMBULANCE CORP. CENTER FOR THE EMERGENCY MANAGEMENT TECHNICIAN COURSE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

**Initiator**

|                     |               |                             |
|---------------------|---------------|-----------------------------|
| Department/Division | Public Safety | Fire and Emergency Services |
| Name/Title          | Steven McGill | C.O.D.                      |
| Phone/email         | 201-547-4262  | sjmcgill@njcps.org          |

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

**Resolution Purpose**

As per the new SAFER GRANT guidelines, all new hires/firefighters, must be EMT certified.  
The EMT course is to better prepare the new recruits for first responder incidents.

I certify that all the facts presented herein are accurate.

William O'Donnell  
Signature of Department Director

9/11/2018  
Date

[Signature]  
Signature of Purchasing Director

10/11/18  
Date

# ATLANTIC

## TRAINING CENTER

Invoice No. 12.18.2018 JC FD

### INVOICE

#### Customer

Name Jersey City Fire Department  
Address 465 Marin Boulevard  
City Jersey City State NJ ZIP 07302  
Phone Chief Mendez

Date 8/2/2018  
Purchase Order No. \_\_\_\_\_  
Rep R McGuinness

| Qty | Description             | Unit Price | TOTAL    |
|-----|-------------------------|------------|----------|
| 1   | EMT Initial Per Student | \$875.00   | \$875.00 |
| 1   | Textbooks               | \$275.00   | \$275.00 |
|     |                         |            |          |
|     |                         |            |          |
|     |                         |            |          |

#### Payment Details

- Cash  
 Check

Check Number \_\_\_\_\_

|                     |            |
|---------------------|------------|
| SubTotal            | \$1,150.00 |
| Shipping & Handling |            |
| Taxes State         |            |
| TOTAL               | \$1,150.00 |

#### Office Use Only

1st Billing:  
2nd Billing:  
3rd Billing:

**Make Checks Payable To: Atlantic Training Center**

Mail To: Atlantic Training Center  
P.O. Box 220  
Internal Box: #256  
Summit, NJ 07902

# RWJBarnabas HEALTH TRAINING CENTER

CPR Training Center  
201 Lyons Ave.  
Newark, NJ 07112  
CPRTraining@rwjbh.org  
1-888-277-2281

| TRAINING AGREEMENT |  | PROPOSAL QUOTE # JCFD-01 |                                    |
|--------------------|--|--------------------------|------------------------------------|
| Business TS        | City of Jersey City – Division of Fire | Course Type              | Initial EMT Training               |
| Address            | 465 Marin Boulevard                    | Date of Training         | November 2018 – 6 Week Course      |
| City/State/Zip     | Jersey City, NJ 07302                  | Start Time               | 8:00am                             |
| Contact Name       | Deputy Chief McClintock                | End Time                 | 4:00pm                             |
| Phone Number       | -                                      | Course Address           | Training Academy 500 W Hanover Ave |
| Email              | WMcClintock@NJJCPS.ORG                 | City/State/Zip           | Morristown, NJ 07960               |
| Course Contact     | Deputy Chief McClintock                | Contact Phone            | -                                  |

As requested, the Training Center "TC" would provide instructors and requisite materials at your location. The TC has a flat rate for up to the minimum number of students. If there are less than the agreed upon minimum number of students that appear on the day of class, the "BUSINESS TS" agrees to pay the flat rate regardless. The TC has also quoted a price per student if you have more than the minimum number of students.

In addition to the EMT program, each student will receive a textbook and will have access to Jersey City Medical Center's hospital for clinical rotation. Students should wear comfortable clothing and be prepared to work on the floor. Accommodations are made for anyone with a limitation; however, for success in class, students must be able to perform all cognitive and psychomotor skills as outlined by NJOEMS and the National EMS Educational Standards.

Cancellations: Notification of cancellation must be communicated by email. If a class is cancelled with more than 7 days' notice, a full refund minus any opened or unreturned books will be issued. If a class is cancelled within 7 days of the start date, the "BUSINESS TS" agrees to pay for the minimum number of students agreed upon. Any unopened book may be returned for a refund.

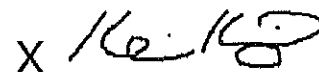
| Number of Students       | Description of Service                     | Rate     | Price       |
|--------------------------|--|----------|-------------|
| 6 (Minimum Number)       | Initial EMT Training                       | \$968.75 | \$5,812.50  |
| 26 (Additional Students) | Each student over the minimum of 6         | \$968.75 | \$25,187.50 |
| 32 Textbooks             | AAOS 11 <sup>th</sup> Edition EMT Textbook | Included | -0-         |
| Estimate Total           |  |          | \$31,000.00 |
| Book Ship Date           |  |          | 2 - 4 Weeks |

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorizing the booking of the above course and agree to make payment as outlines above. You also agree to our cancellation policy listed above.

\*Prices include any discounts and/or coupons.

X

Authorized Signature



Training Center Director

Thank you for giving us the opportunity for your business. Please sign this proposal and return it to: CPRTraining@rwjbh.org, fax: 973-923-6437, or the address listed above. We look forward to completing this order to your satisfaction. If you should have any questions, please email us or call us at 1-888-277-2281.





EMERGENCY MEDICAL SERVICES TRAINING CENTER

COURSE REGISTRATION

Celebrating 40 Years in 2016

8811 281 PASADENA ROAD, PARAMUS, NJ 07652 (201)343-3407

Chief: Unfortunately we will not be able to arrange the EMT class on such short notice. If in the future you need to have another class please let us know. Just for your information the following fees are what the course currently cost:

Tuition: \$750 plus \$25 Out of County Fee per student

\$250 Books

I hope perhaps we will be able to help you out in the future.

Thanks, Pat

---



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ATLANTIC AMBULANCE CORP  
**Trade Name:**  
**Address:** 120 DORSA AVE  
LIVINGSTON, NJ 07039-1003  
**Certificate Number:** 0786704  
**Effective Date:** October 23, 2001  
**Date of Issuance:** October 05, 2018

**For Office Use Only:**

20181005155500021

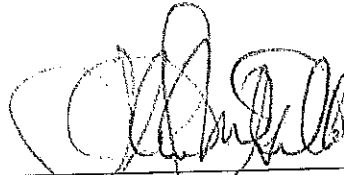
## DETERMINATION OF VALUE CERTIFICATION

I, Steven McGill, of full age, hereby certify the following:

1. I am the Chief of the Fire Department for the City of Jersey City.
2. The City requires emergency management technician refresher training for firefighting personnel.
3. The City informally solicited quotations for the refresher course.
4. The administration's recommendation is to award a contract to Atlantic Training Center
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

9/11/18



Steven McGill  
Chief of Fire Department

**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 Riveta    | 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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|                              |              |
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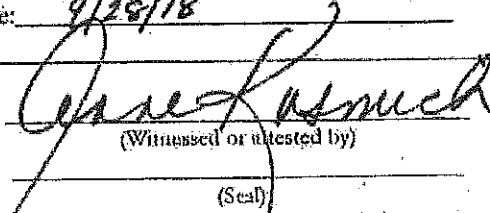
**Part 3 – Signature and Attestation:**

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.

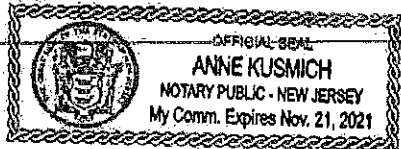
Name of Business Entity: Atlantic Ambulance Corp.

Signature of Affiant:  Title: President, Atlantic Ambulance Corp.  
 Printed Name of Affiant: Kevin Lenahan Date: 9/18/18

Subscribed and sworn before me this 28 day of September, 2018

  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

My Commission expires:



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


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

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

## Part I - Vendor Information

|              |                          |        |       |
|--------------|--------------------------|--------|-------|
| Vendor Name: | Atlantic Ambulance Corp. |        |       |
| Address:     | 120 Dorsa Avenue         |        |       |
| City:        | Livingston               | State: | NJ    |
|              |                          | Zip:   | 07039 |

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.



Kevin Lenahan  
Printed Name

President, Atlantic Ambulance Corp.  
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)

**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 Ambulance Corp. (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:**

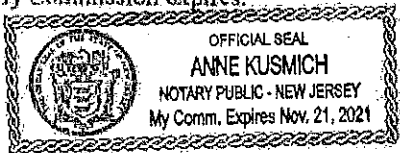
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Atlantic Ambulance Corp.

Signed: [Signature] Title: President, Atlantic Ambulance Corp.

Print Name: Kevin Lenahan Date: 9/28/18

Subscribed and sworn before me  
this 28 day of Sept, 2018  
My Commission expires:



[Signature]  
(Affiant)  
Anne Kusmich  
(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))

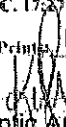
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such 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): Kevin Lenahan, President, Atlantic Ambulance Corp

Representative's Signature: 

Name of Company: Atlantic Ambulance Corp

Tel. No.: 973-630-3153

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

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


The contractor and the President of Atlantic Ambulance Corp. (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: Kevin Lenahan, President, Atlantic Ambulance Corp

Representative's Signature: 

Name of Company: Atlantic Ambulance Corp

Cell No.: 973-660-3153

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



**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 Ambulance Corp.  
Address : 120 Dorsa Avenue, Livingston, NJ 07039  
Telephone No. : 973-660-6153  
Contact Name : David Ferguson, Director

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: Atlantic Ambulance Corp.  
Address: 120 Dorsa Avenue, Livingston, NJ 07039  
Telephone No.: 973-660-3153  
Contact Name: David Ferguson, Director

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:

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**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**

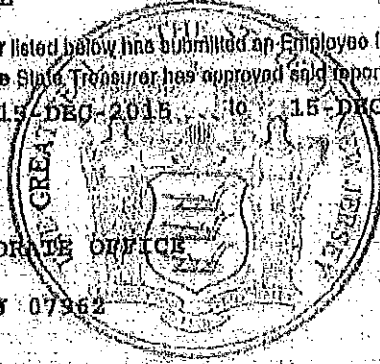
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certification 24211

# 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-2018 to 15-DEC-2019



ATLANTIC HEALTH CORPORATE OFFICE  
475 SOUTH STREET  
MORRISTOWN NJ 07962



*Robert A. Romano*

Robert A. Romano,  
Acting State Treasurer

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

City Clerk File No. Res. 18-944

Agenda No. 10.U

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. TO FURNISH, INSTALL AND CONFIGURE SECURITY CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE 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**, security cameras are needed throughout the City of Jersey City (City); 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 Department of Public Safety, Division of Police wishes to purchase security cameras 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 \$340,390.00; 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 \$340,390.00 for the purchase, installation, and configuration of security cameras 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. 18-944

Agenda No. 10-U OCT 24 2018

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. TO FURNISH, INSTALL AND CONFIGURE SECURITY CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE 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.

Operating Account      PO #      Total Contract  
16-286-56-000-801      130895      \$340,390.00

Approved: Peter Folgado  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

October 16, 2018  
Date

PF/pv  
10/15/18  
JMCK  
10/17/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| 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 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 FURNISH, INSTALL AND CONFIGURE SECURITY CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS)

**Initiator**

|                     |               |                  |
|---------------------|---------------|------------------|
| Department/Division | PUBLIC SAFETY | POLICE           |
| Name/Title          | JAMES SHEA    | DIRECTOR         |
| Phone/email         |               | JShea@NJJCPS.ORG |

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

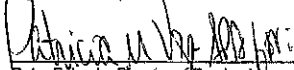
**Resolution Purpose**

SECURITY CAMERAS NEEDED THROUGHOUT VARIOUS CITY LOCATIONS:  
MLK/ARMSTRONG/DWIGHT/BIDWELL/WILKINSON PARK/BOSTWICK/GRANT/ORIENT/OAK  
OCEAN/WILKINSON AND UNION/OCEAN

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/15/18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

10/16/18  
Date

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

City Clerk File No. Res. 18-038  
 Agenda No. 10.2.8  
 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.

*66-839-877*

Approved by: \_\_\_\_\_ December 28, 2017

*Peter Prigado*, Director of Purchasing Data  
 RPPO, QPA

PF/pv/BD

APPROVED: \_\_\_\_\_  
 BUSINESS ADMINISTRATOR

APPROVED AS TO LEGAL FORM  
*Joanne Monahan*  
 ASST. CORPORATION COUNSEL

*RR 1-2-18*

Certification Required

Not Required

APPROVED *5-0*

| 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.

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

*Robert Byme*  
 Robert Byme, City Clerk



*One Point of Contact.  
Endless Possibilities.*

*Federal GSA Schedule #70  
Contract #GS-35F-0220R  
NJ State Contract/WSCA #87720  
NJ State Contract/WSCA #75580  
NJ State Contract/#T2989/#88740  
Communications Wiring Services  
Hunterdon County HCESC TEC #06  
Passaic County Co-Op #38PCCP  
SPIN#143007785*

August 23, 2018

Director Shea  
Jersey City Police Department  
465 Marin Boulevard  
Jersey City, NJ 07302

**RE: Phase 3**

Dear Director Shea:

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for Installation of 10 new camera locations in Jersey City. The proposal is for 43 HD fixed cameras, fiber optic network expansion and integrating into the existing CCTV system.

All work will be performed under the NJ Prevailing Wage Act and NJ State Contracts.

**Camera Locations;**

- |                        |                    |
|------------------------|--------------------|
| 1. MLK/Armstrong       | 6. MLK/Grant       |
| 2. MLK /Dwight         | 7. MLK/Orient      |
| 3. MLK/Bidwell         | 8. MLK/Oak         |
| 4. MLK /Wilkinson Park | 9. Ocean/Wilkinson |
| 5. MLK/Bostwick        | 10. Union/Ocean    |

**Engineering:**

- Strand Map Poles
- Cad into JC PFN Drawings
- Splice detail
- Coordinate with PSE&G new Drop Service
- As-builts





One Point of Contact.  
Endless Possibilities.

**Network Construction:**

- Furnish and Install 5,330' of new ¼" strand
- Furnish and Install Utility Pole Hardware (Approx. 43 poles)
- Furnish and Install 6330' of 6 Count FOC
- Furnish and Install 1200; of 12 Count FOC
- Furnish and Install 3 new Utility Poles
- Furnish and Install 7 new Slack Coils at Various Locations on new build
- Lash all new fiber install to existing strand or new strand

**Network Splicing:**

- Open all Splice Locations 1 X 1 from Armstrong to Jewett (11 Pickle Barrels)
- Find 3 Open Buffer Tubes (12 each) from Armstrong to Jewett
- Crack fiber cable feed from camera pole and test
- Crack 2 fibers in each Pickle barrel and re-splice to new buffer tube
- Terminate at Bishop St. on 144 Panel
- Splice 2 Fibers at Bergen/Union existing Splice Point
- Splice 4 fibers at Stegman/Bergen Splice Point
- Splice 4 Fibers at Woodlawn/Bergen Splice Point
- Splice 24 to 36 at existing Fairmount/Cornellison Splice Point
- Test and Document

**Physical Security:**

- Furnish and Install 43 Genetec Licenses to existing system
- Furnish and Install 10 City Smart Enclosures with electronics
- Furnish and Install 43 HD 5 Megapixel cameras at above locations
- Furnish and Install mounts and Brackets
- Furnish and Install Cat 5e Outdoor cable as necessary from enclosure to cameras
- Configure into CCTV System
- Add to Camera Tree

**TOTAL COST:**

**\$340,390.00**

CC; Chris Kearns  
John Sabo

Sincerely

*Robert Ritchie*

President



*One Point of Contact.  
Endless Possibilities.*

\* **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.

---

| Signature                                  | Print Name | Title | Date |
|--|------------|-------|------|
| Please fax to (973) 503-0111.<br>President |            |       |      |





# The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



## Vendor Profile

Print Date 15 October 2018

Millennium Communications Group Inc

www.millenniuminc.com

EMAIL PO & VENDOR QUOTE TO: [TIPSPO@TIPS-USA.COM](mailto: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 |
|----------------|----------------------|----------------|-----------------------------|

SIGN UP ALL CONTRACTS ALL VENDORS

HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ELECTRIC POWER ABOUT US

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

|          |               |          |                    |               |
|----------|---------------|----------|--------------------|---------------|
| OVERVIEW | DUE DILIGENCE | CONTACTS | FINANCIAL SERVICES | PRINT PROFILE |
|----------|---------------|----------|--------------------|---------------|



VENDOR Millennium Communications Group Inc

11 Melanie Lane, Unit 13 East Hanover NJ,07936

WEBSITE [www.millenniuminc.com](http://www.millenniuminc.com)

SERVICE/PRODUCTS DESCRIPTION

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 solution that addresses key business challenges, leverages emerging technologies, and enhances operational efficiencies. We eliminate the need for multiple vendors and contractors by handling every aspect of building your network. From preliminary budgeting and design, to building and final acceptance, we provide a full end-to-end solution that will meet and exceed your needs. From planning to perfection, we are your single point of contact for endless possibilities. For Schools: Millenniums school solutions use fiber based solutions to create an ideal learning environment for students and staff. With our expertise and forwarding thinking we can create a solutions package that will allow your organization to grow into the future. For Businesses: Millennium's business solutions combine fiber optic infrastructures with innovative networking equipment. We design technology solution to address your key business challenges and reduce your overall costs, while enhancing operational efficiencies. State and Local Government: Millenniums first began in the state and local government space making us very well versed in what solutions will enhance and protect your community. We specialize in the design, deployment, and maintenance of communication networks for state and local government. We offer broad IT and Security solutions that combine fiber optic infrastructures with innovative networking equipment. We understand how to keep operations, expansion and flexibility at the heart of our designs. Vision: Our vision is nothing less than providing the most advanced telecommunication networks – working to close the connectivity gap across the nation – steering our communities into the future creating a new era of development, growth, and productivity. Values: 1. Be leaders and experts in the telecommunication field. 2. Have passion for our work. 3. Learn. Educate. Innovate. 4. Build greatness. 5. Connect the future. 6. Build a positive, family spirited team. 7. Collaborate for a better future. 8. Be innovative. 9. Deliver quality service. 10. Add value for our customers. 11. Have respect and humility.

CONTRACT: **170306** Technology Solutions, Products and Services  
May-26-2017 to May-22-2020 EDGAR COMPLIANCE : (Contact TIPS for Verification)

CONTRACT: **161101** Interactive Presentation Systems  
Feb-23-2017 to Feb-27-2020 EDGAR COMPLIANCE : (Contact TIPS for Verification)

CONTRACT: **161202** Electronic Goods Appliances & Associated Goods & Svcs  
Feb-23-2017 to Feb-27-2020 EDGAR COMPLIANCE : (Contact TIPS for Verification)

CONTRACT: **170203** Security Systems Products and Services  
Apr-27-2017 to Apr-23-2020 EDGAR COMPLIANCE : (Contact TIPS for Verification)

CONTRACT: **170602** Consulting and Other Related Services  
Aug-24-2017 to Aug-27-2020 EDGAR COMPLIANCE : (Contact TIPS for Verification)

CONTRACT: **180304** Telephone and Communications Data Systems and Solutions  
May-25-2018 to May-31-2021 EDGAR COMPLIANCE : Yes

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## 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:** October 15, 2018

**For Office Use Only:**

20181015143932967

**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.

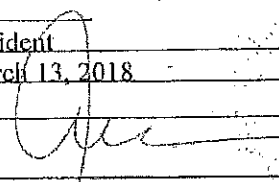
Name of Business Entity: Millennium Communications Group, Inc.

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 Melanie 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.

  
Signature

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.

**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 Melanie 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**

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 Melanie 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.

DIVISION OF PURCHASING COPY

**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

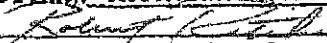
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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.


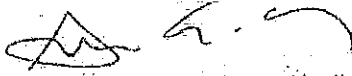
Representative's Name/Title Print: Robert Ritchie, President  
Representative's Signature:   
Name of Company: Millennium Communications Group, Inc.  
Tel. No.: (973) 503-1313 Date: March 13, 2018



**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**

  
  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 18-945

Agenda No. 10.V

Approved: OCT 24 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND DELIVERY OF SERVERS UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER

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

**WHEREAS**, the Department of Public Safety utilizes over 146 servers to provide the needs of the departments of Police, Fire, Parking Enforcement, and OEM. The present servers are over 10 years old and past any attempts for upgrade or repairs; 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**, Software House International Corporation, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of NASPO Value Point contract MNWNC-109, NJ PA SCA89968, for the purchase and delivery of servers for a total contract amount of four hundred forty eight thousand, four hundred thirty nine dollars (\$448,439.00); and

**WHEREAS**, funds are available for this contract in the Capital Account;

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-181-990 | 130792 | A89968         | \$448,439.00   |

**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 Software House International Corporation in the amount of \$448,439.00 for the purchase and delivery of servers 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 SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND DELIVERY OF SERVERS UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

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 |
|-------------------|--------|----------------|----------------|
| 04-215-55-181-990 | 130792 | A89968         | \$448,439.00   |

Approved by: Peter Folgado  
 Peter Folgado, Director of Purchasing  
 RPPO, QPA

Date: 10-11-18

PF/pv  
 10/5/18  
 JMcK  
 10/17/18

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: KB Business Administrator \_\_\_\_\_ Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 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.

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

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

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE AND DELIVERY OF SERVERS UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

**Initiator**

|                     |                   |  |
|---------------------|-------------------|--|
| Department/Division | Public Safety     | Communication and Information Technology |
| Name/Title          | Robert Baker, Sr. | Director                                 |
| Phone/email         | 201-547-5449      | rbakersr@njccps.org                      |

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

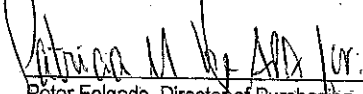
**Resolution Purpose**

The Department of Public Safety utilizes over 146 servers to provide the needs of the departments of Police, Fire, Parking Enforcement and OEM. They serve information sharing of many other Local, State and Federal Law Enforcement agencies. The present equipment is 10 years old and past any attempts to upgrade or repair due the unavailability of replacement parts.  
This new technology requires far less cabinet space and saves on electrical and cooling costs on the environmental side. The system will provide automatic load balancing.  
The VxRail is the latest technology provided by DELL. This replacement will spearhead the total deployment of VDI ( Virtual Desktop Infrastructure) technology across Public Safety during 2019-2020.

I certify that all the facts presented herein are accurate.

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

10-5-18  
Date

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

10.11.18  
Date



Pricing Proposal  
 Quotation #: 15886754  
 Created On: 8/31/2018  
 Valid Until: 9/28/2018

**Jersey City Public Safety Communication Center**

**Account Executive**

**Robert Baker**  
 73-85 Bishop Street  
 Jersey City, NJ 07304  
 United States  
 Phone: (201) 547-5298  
 Fax:  
 Email: rbakersr@njops.org

**John Minnella**  
 290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 908-421-2498  
 Fax: 732-564-8131  
 Email: John\_Minnella@shi.com

All Prices are in US Dollar (USD)

| Product  | Qty | Your Price   | Total               |
|--|-----|--------------|---------------------|
| 1 VxRail 500 - Five (5) Node Configuration with 60 Months of Maintenance<br>DellEMC - Part#:<br>Contract Name: NASPO ValuePoint - Computer Equipment<br>Contract #: MNWNC-109<br>Subcontract #: 89968<br>Note: Please see attached PDF for build of materials. | 1   | \$437,489.00 | \$437,489.00        |
| 2 Server Virtualization Deployment<br>SHI International Corp - Part#:<br>Contract Name: NASPO ValuePoint - Computer Equipment<br>Contract #: MNWNC-109<br>Subcontract #: 89968<br>Note: Please see attached SOW.   | 1   | \$10,950.00  | \$10,950.00         |
|  |     | <b>Total</b> | <b>\$448,439.00</b> |

**Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89958  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item   | Description                               | Qty | UOM | Price (USD)        | Maintenance Months |
|--|---|-----|-----|--------------------|--------------------|
| <b>VXRAIL500 P570 HYBRID &amp; P570F ALL FLASH</b> |   |     |     |                    |                    |
| SYSTEM   | VXRAIL500 P570 HYBRID & P570F ALL FLASH   | 1   |     |                    |                    |
| TPM1.2MODULEAF                                     | VXRAIL-500 TPM 1.2 MODULE AF              | 1   | EA  | 31.00              | 60                 |
| PS1100WPSF   | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1   | EA  | 412.50             | 60                 |
| INSTLCTRYUSAFR740F                                 | VXRAIL-500 USA SHIPMOD F                  | 1   | EA  | 41.50              | 60                 |
| CAPSATASSD384TBVX5                                 | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6   | EA  | 15,397.00          | 60                 |
| SYS7402U1N24DNVF                                   | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1   | EA  | 5,201.00           | 60                 |
| PWR200VRACK  | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2   | EA  | 0.00               | 60                 |
| RRAILKIT2U1NCMAAF                                  | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1   | EA  | 99.50              | 60                 |
| 2SP570HSDM125OL                                    | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1   | EA  | 1,108.50           | 60                 |
| HBA330CTRL2SF                                      | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F. | 1   | EA  | 94.50              | 60                 |
| PR4114SV10C22AF                                    | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1   | EA  | 3,961.50           | 60                 |
| PR4114SV10C22AF-2                                  | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1   | EA  | 3,961.50           | 60                 |
| RISER740CNFG6DUAL                                  | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1   | EA  | 138.50             | 60                 |
| MEMLDIMM16GBAF                                     | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12  | EA  | 4,014.00           | 60                 |
| RDIMM2666INFO                                      | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1   | EA  | 0.00               | 60                 |
| NDCX710QP10GBSFP AF                                | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1   | EA  | 446.00             | 60                 |
| INSTKITSFP AF                                      | VXRAIL 14G CAT6 CABLE AF                  | 1   | EA  | 30.00              | 60                 |
| SSD800GB10WPD25F                                   | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2   | EA  | 3,431.00           | 60                 |
| DSKLESSNVMECONFIGF                                 | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1   | EA  | 0.00               | 60                 |
| XCVR5FP SR1G10GAF                                  | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF    | 4   | EA  | 566.00             | 60                 |
| PWRC13-NEMAS-15P                                   | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2   | EA  | 0.00               | 60                 |
| M-PSP-HW-DE14-5Y                                   | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEAI   | 1   | EA  | 23,394.30          | 60                 |
| <b>Hardware Sub-total</b>                          |   |     |     | <b>\$38,944.00</b> |                    |
| <b>Hardware Wty and Maint Sub-total</b>            |   |     |     | <b>\$23,394.30</b> |                    |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 8002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                                    | Description                              | Qty  | UOM | Price (USD)        | Maintenance Months |
|---|--|------|-----|--------------------|--------------------|
| VXR-14G-MGR-DE-45                       | VXRAIL 14G SW MANAGER EMDL V4.5=MA       | 1    | EA  | 0.00               |                    |
| 458-001-937                             | RECOVERPOINT FOR VM FOR 1-NODE HCIA      | 1    | EA  | 0.00               | 60                 |
| 458-111-959                             | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB  | 1    | EA  | 0.00               | 60                 |
| M-PSP-SW-D3-001                         | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1    | EA  | 0.00               | 60                 |
| 458-002-204                             | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE      | 1    | EA  | 6,788.00           | 60                 |
| 458-113-148                             | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG | 2    | EA  | 9,163.80           | 60                 |
| M-PSP-SW-J-002                          | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1    | EA  |                    |                    |
| <b>Software Sub-total</b>               |  |      |     | <b>\$6,788.00</b>  |                    |
| <b>Software Wty and Maint Sub-total</b> |  |      |     | <b>\$9,163.80</b>  |                    |
| <b>ProDeploy Plus</b>                   |  |      |     |                    |                    |
| PS-PDP-HCIANIMPOS                       | ONSITE IMPLEMENTATION FOR VXRAIL NODE    | 5    | EA  | 18,240.00          |                    |
| PS-PDP-P30VXRAIL                        | 30DAYPOSTDEPLOYASSIST VXRAIL             | 1    | EA  | 228.00             |                    |
| PS-PDP-VRLTRACKING                      | VXRAIL PRODEPLOYPLUS TRACKING            | 1    | EA  | 0.00               |                    |
| CE-PDPTC0001                            | 1 TRAINING CREDIT VALID 1YR (PDP)        | 600  | EA  | 600.00             |                    |
| PS-BAS-RPVMGL                           | RP FOR VMS IMPLEMENTATION ASSISTANCE     | 1    | EA  | 1,377.50           |                    |
| PSINST-ESRS                             | ZERO DOLLAR ESRS INSTALL                 | 1    | EA  | 0.00               |                    |
| CE-HCITC0001                            | 1 TRAINING CREDIT VALID 1YR (HCI)        | 2400 | EA  | 2,400.00           |                    |
| <b>Services Sub-total</b>               |  |      |     | <b>\$22,845.50</b> |                    |
| <b>Configuration Sub-total</b>          |  |      |     |                    |                    |
| <b>Hardware Sub-total</b>               |  |      |     | <b>\$38,944.00</b> |                    |
| <b>Software Sub-total</b>               |  |      |     | <b>\$6,788.00</b>  |                    |
| <b>Prepaid HW Maintenance Sub-total</b> |  |      |     | <b>\$23,394.30</b> |                    |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JPCS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937289                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item | Description                      | Qty | UOM | Price (USD)  | Maintenance Months |
|------|----------------------------------|-----|-----|--------------|--------------------|
|      | Prepaid SW Maintenance Sub-total |     |     | \$9,163.80   |                    |
|      | Services Sub-total               |     |     | \$22,845.50  |                    |
|      | Configuration Total              |     |     | \$101,135.60 |                    |

| SYSTEM              | Description                               | Qty | UOM | Price (USD) | Maintenance Months |
|---------------------|---|-----|-----|-------------|--------------------|
|                     | VXRAIL500 P570 HYBRID & P570F ALL FLASH   | 1   |     |             |                    |
| TPM1.2MODULEAF      | VXRAIL-500 TPM 1.2 MODULE AF              | 1   | EA  | 31.00       | 60                 |
| PS1100WPSF          | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1   | EA  | 412.50      | 60                 |
| INSTLCTRYUSAFR740F  | VXRAIL-500 USA SHIPMOD F                  | 1   | EA  | 41.50       | 60                 |
| SYS7402U1N24DNVF    | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1   | EA  | 5,201.00    | 60                 |
| PWR200VRACK         | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2   | EA  | 0.00        | 60                 |
| RRAILKIT2U1NCMAAF   | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1   | EA  | 99.50       | 60                 |
| RISER740CNFG6DUAL   | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1   | EA  | 138.50      | 60                 |
| PR4114SV10C22AF-2   | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1   | EA  | 3,961.50    | 60                 |
| PR4114SV10C22AF     | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1   | EA  | 3,961.50    | 60                 |
| HBA330CTRL2SF       | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1   | EA  | 94.50       | 60                 |
| 2SP570HSDM125OL     | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1   | EA  | 1,108.50    | 60                 |
| RDIMM2666INFO       | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1   | EA  | 0.00        | 60                 |
| MEMLDIMM16GBAF      | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12  | EA  | 4,014.00    | 60                 |
| NDCX710QP10GBSFP AF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1   | EA  | 446.00      | 60                 |
| INSTKITSFPAF        | VXRAIL 14G CAT6 CABLE AF                  | 1   | EA  | 30.00       | 60                 |
| CAPSATASSD384TBVX5  | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6   | EA  | 15,367.00   | 60                 |
| SSD800GB10WPD25F    | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2   | EA  | 3,431.00    | 60                 |
| DSKLESSNVMECONFIGF  | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1   | EA  | 0.00        | 60                 |
| XCVRSFPSR1G10GAF    | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF    | 4   | EA  | 585.00      | 60                 |
| PWRC13-NEMA5-15P    | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2   | EA  | 0.00        | 60                 |
| M-PSP-HW-DE14-5Y    | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEA    | 1   | EA  | 23,394.30   | 60                 |





176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 69968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                             | Description                              | Qty | UOM | Price (USD) | Maintenance Months |
|----------------------------------|--|-----|-----|-------------|--------------------|
| Hardware Sub-total               |  |     |     | \$38,944.00 |                    |
| Hardware Wty and Maint Sub-total |  |     |     | \$23,394.30 |                    |
| VXR-14G-MGR-DE-45                | VXRIL 14G SW MANAGER EMDL V4.5=MA        | 1   | EA  | 0.00        |                    |
| 458-001-937                      | RECOVERPOINT FOR VM FOR 1-NODE HCIA      | 1   | EA  | 0.00        | 60                 |
| 456-111-959                      | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB  | 1   | EA  | 0.00        | 60                 |
| M-PSP-SW-D3-001                  | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 0.00        | 60                 |
| 458-002-204                      | HCIA NP VXRIL VSPHERE 6.5 SOFTWARE       | 1   | EA  | 0.00        | 60                 |
| 456-113-14B                      | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG | 2   | EA  | 6,788.00    | 60                 |
| M-PSP-SW-J-002                   | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 9,163.80    | 60                 |
| Software Sub-total               |  |     |     | \$6,788.00  |                    |
| Software Wty and Maint Sub-total |  |     |     | \$9,163.80  |                    |
| Configuration Sub-total          |  |     |     |             |                    |
| Hardware Sub-total               |  |     |     | \$38,944.00 |                    |
| Software Sub-total               |  |     |     | \$6,788.00  |                    |
| Prepaid HW Maintenance Sub-total |  |     |     | \$23,394.30 |                    |
| Prepaid SW Maintenance Sub-total |  |     |     | \$9,163.80  |                    |
| Configuration Total              |  |     |     | \$78,290.10 |                    |

SYSTEM

VXRIL500 P570 HYBRID & P570F ALL FLASH

1



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89958  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                | Description                               | Qty | UOM | Price (USD)        | Maintenance Months |
|---------------------|---|-----|-----|--------------------|--------------------|
| TPM1.2MODULEAF      | VXRAIL-500 TPM 1.2 MODULE AF              | 1   | EA  | 31.00              | 60                 |
| PS1100WPSF          | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1   | EA  | 412.50             | 60                 |
| INSTLCTRYUSAFR740F  | VXRAIL-500 USA SHIPMOD F                  | 1   | EA  | 41.50              | 60                 |
| SYS7402U1N24DNVF    | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1   | EA  | 5,201.00           | 60                 |
| PWR200VRACK         | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2   | EA  | 0.00               | 60                 |
| RRAILKIT2U1NCMAAF   | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1   | EA  | 99.50              | 60                 |
| RISER740CNFG6DUAL   | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1   | EA  | 138.50             | 60                 |
| PR4114SV10C22AF-2   | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1   | EA  | 3,961.50           | 60                 |
| PR4114SV10C22AF     | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1   | EA  | 3,961.50           | 60                 |
| HBA330CTRL2SF       | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1   | EA  | 94.50              | 60                 |
| 2SP570HSDM125OL     | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1   | EA  | 1,108.50           | 60                 |
| RDIMM2868INFO       | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1   | EA  | 0.00               | 60                 |
| MEMLDIMM16GBAF      | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12  | EA  | 4,014.00           | 60                 |
| NDCX710QP10GBSFP AF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1   | EA  | 446.00             | 60                 |
| INSTKITSFP AF       | VXRAIL 14G CAT6 CABLE AF                  | 1   | EA  | 30.00              | 60                 |
| CAPSATSSD384TBVX5   | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6   | EA  | 15,387.00          | 60                 |
| SSD800GB10WPD25F    | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2   | EA  | 3,431.00           | 60                 |
| DSKLESSNVMECONFIGF  | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1   | EA  | 0.00               | 60                 |
| XCVRSFPR1G10GAF     | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF    | 4   | EA  | 586.00             | 60                 |
| PWRC13-NEMA5-15P    | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2   | EA  | 0.00               | 60                 |
| M-PSP-HW-DE14-5Y    | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEA    | 1   | EA  | 23,394.30          | 60                 |
|                     | <b>Hardware Sub-total</b>                 |     |     | <b>\$38,944.00</b> |                    |
|                     | <b>Hardware Wty and Maint Sub-total</b>   |     |     | <b>\$23,394.30</b> |                    |

|                   |   |   |    |      |    |
|-------------------|---|---|----|------|----|
| VXR-14G-MGR-DE-45 | VXRAIL 14G SW MANAGER EMDL V4.5=MA      | 1 | EA | 0.00 | 60 |
| 458-001-937       | RECOVERPOINT FOR VM FOR 1-NODE HCIA     | 1 | EA | 0.00 | 60 |
| 458-111-959       | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB | 1 | EA | 0.00 | 60 |
| M-PSP-SW-D3-001   | PROSUPPORT PLUS SOFTWARE SUPPORT        | 1 | EA | 0.00 | 60 |
| 458-002-204       | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE     | 1 | EA | 0.00 | 60 |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403889 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                             | Description                              | Qty | UOM | Price (USD) | Maintenance Months |
|----------------------------------|--|-----|-----|-------------|--------------------|
| 456-113-148                      | HClA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG | 2   | EA  | 6,788.00    | 60                 |
| M-PSP-SW-J-002                   | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 9,163.80    | 60                 |
| Software Sub-total               |  |     |     | \$6,788.00  |                    |
| Software Wty and Maint Sub-total |  |     |     | \$9,163.80  |                    |
| Configuration Sub-total          |  |     |     |             |                    |
| Hardware Sub-total               |  |     |     | \$38,944.00 |                    |
| Software Sub-total               |  |     |     | \$6,788.00  |                    |
| Prepaid HW Maintenance Sub-total |  |     |     | \$23,394.30 |                    |
| Prepaid SW Maintenance Sub-total |  |     |     | \$9,163.80  |                    |
| Configuration Total              |  |     |     | \$78,290.10 |                    |

| SYSTEM             | Description                              | Qty | UOM | Price (USD) | Maintenance Months |
|--------------------|--|-----|-----|-------------|--------------------|
|                    | VXRAIL500 P570 HYBRID & P570F ALL FLASH  | 1   |     |             |                    |
| TPM1.2MODULEAF     | VXRAIL-500 TPM 1.2 MODULE AF             | 1   | EA  | 31.00       | 60                 |
| PS1100WPSF         | VXRAIL-500 DUAL HOTPLG 1100W PS F        | 1   | EA  | 412.50      | 60                 |
| INSTLCTRYUSAFR740F | VXRAIL-500 USA SHIPMOD F                 | 1   | EA  | 41.50       | 60                 |
| SYS7402U1N24DNVF   | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF   | 1   | EA  | 5,201.00    | 60                 |
| PWR200VRACK        | C13-C14 PDU RACK PWR CRD 2M N. AM        | 2   | EA  | 0.00        | 60                 |
| RRAILKIT2U1NCMAAF  | VXRAIL-500 B6 READYRAILS II WCMA 2U1NAF  | 1   | EA  | 99.50       | 60                 |
| RISER740CNFG6DUAL  | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR  | 1   | EA  | 138.50      | 60                 |
| PR4114SV10C22AF-2  | VXRAIL-500 INTELCPU 4114 10C2.2GHZ 2NDAF | 1   | EA  | 3,961.50    | 60                 |
| PR4114SV10C22AF    | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF | 1   | EA  | 3,961.50    | 60                 |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                                    | Description                              | Qty | UOM | Price (USD)        | Maintenance Months |
|---|--|-----|-----|--------------------|--------------------|
| HBA330CTRL2SF                           | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F | 1   | EA  | 94.50              | 60                 |
| 2SP570HSDM125OL                         | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK  | 1   | EA  | 1,108.50           | 60                 |
| RDIMM266SINFO                           | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS  | 1   | EA  | 0.00               | 60                 |
| MEMLDIMM16GBAF                          | VXRAIL-500 MEMORY 16GB RDIMM AF          | 12  | EA  | 4,014.00           | 60                 |
| NDCX710QP10GBSFP AF                     | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF | 1   | EA  | 446.00             | 60                 |
| INSTKITSFP AF                           | VXRAIL 14G CAT6 CABLE AF                 | 1   | EA  | 30.00              | 60                 |
| CAPSATASSD384TBVX5                      | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD  | 6   | EA  | 15,387.00          | 60                 |
| SSD800GB10WPD25F                        | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F | 2   | EA  | 3,431.00           | 60                 |
| DSKLESSNVMECONFIGF                      | VXRAIL-500 DISKLESS NVME CONFIGURATION F | 1   | EA  | 0.00               | 60                 |
| XCVRSFPRS1G10GAF                        | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF   | 4   | EA  | 586.00             | 60                 |
| PWRC13-NEMA5-15P                        | C13 CORD NEMA 5-15 125V 10A - NON DPE    | 2   | EA  | 0.00               | 60                 |
| M-PSP-HW-DE14-5Y                        | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEAR  | 1   | EA  | 23,394.30          | 60                 |
| <b>Hardware Sub-total</b>               |  |     |     | <b>\$38,944.00</b> |                    |
| <b>Hardware Wty and Maint Sub-total</b> |  |     |     | <b>\$23,394.30</b> |                    |
| VXR-14G-MGR-DE-45                       | VXRAIL 14G SW MANAGER EMDL V4.5=MA       | 1   | EA  | 0.00               | 60                 |
| 458-001-937                             | RECOVERPOINT FOR VM FOR 1-NODE HCIA      | 1   | EA  | 0.00               | 60                 |
| 456-111-959                             | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB  | 1   | EA  | 0.00               | 60                 |
| M-PSP-SW-D3-001                         | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 0.00               | 60                 |
| 458-002-204                             | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE      | 1   | EA  | 0.00               | 60                 |
| 456-113-148                             | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG | 2   | EA  | 6,788.00           | 60                 |
| M-PSP-SW-J-002                          | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 9,163.80           | 60                 |
| <b>Software Sub-total</b>               |  |     |     | <b>\$6,788.00</b>  |                    |
| <b>Software Wty and Maint Sub-total</b> |  |     |     | <b>\$9,163.80</b>  |                    |
| <b>Configuration Sub-total</b>          |  |     |     |                    |                    |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item | Description                      | Qty | UOM | Price (USD)        | Maintenance Months |
|------|----------------------------------|-----|-----|--------------------|--------------------|
|      | Hardware Sub-total               |     |     | \$38,944.00        |                    |
|      | Software Sub-total               |     |     | \$6,788.00         |                    |
|      | Prepaid HW Maintenance Sub-total |     |     | \$23,394.30        |                    |
|      | Prepaid SW Maintenance Sub-total |     |     | \$9,163.80         |                    |
|      | <b>Configuration Total</b>       |     |     | <b>\$78,290.10</b> |                    |

| SYSTEM              | Description                               | Qty | UOM | Price (USD) | Maintenance Months |
|---------------------|---|-----|-----|-------------|--------------------|
|                     | VXRAIL500 P570 HYBRID & P570F ALL FLASH   | 1   |     |             |                    |
| TPM1.2MODULEAF      | VXRAIL-500 TPM 1.2 MODULE AF              | 1   | EA  | 31.00       | 60                 |
| PS1100WPSF          | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1   | EA  | 412.50      | 60                 |
| INSTLCTRYUSAFR740F  | VXRAIL-500 USA SHIPMOD F                  | 1   | EA  | 41.50       | 60                 |
| SYS7402U1N24DNVF    | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1   | EA  | 5,201.00    | 60                 |
| PWR200VRACK         | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2   | EA  | 0.00        | 60                 |
| RRAILKIT2U1NCMAAF   | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1   | EA  | 99.50       | 60                 |
| RISER740CNFG6DUAL   | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1   | EA  | 138.50      | 60                 |
| PR4114SV10C22AF-2   | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1   | EA  | 3,961.50    | 60                 |
| PR4114SV10C22AF     | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1   | EA  | 3,961.50    | 60                 |
| HBA330CTRL2SF       | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1   | EA  | 94.50       | 60                 |
| 2SP570HSDM125OL     | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1   | EA  | 1,109.50    | 60                 |
| RDIMM2666INFO       | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1   | EA  | 0.00        | 60                 |
| MEMLDIMM16GBAF      | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12  | EA  | 4,014.00    | 60                 |
| NDCX710QP10GBSFP AF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1   | EA  | 448.00      | 60                 |
| INSTKITSFP AF       | VXRAIL 14G CAT6 CABLE AF                  | 1   | EA  | 30.00       | 60                 |
| CAPSATASSD384TBVX5  | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6   | EA  | 15,367.00   | 60                 |
| SSD800GB10WPD25F    | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2   | EA  | 3,431.00    | 60                 |
| DSKLESSNVMECONFIGF  | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1   | EA  | 0.00        | 60                 |



178 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-108-NJ / 89968  
CMC ID:

|  |                 |  |                    |  |
|--|-----------------|--|--------------------|--|
| <b>Sold To:</b><br>JERSEY CITY<br>1003937288   | <b>Bill To:</b> | <b>Ship To:</b><br>JERSEY CITY<br>1003937288   | <b>Install At:</b> | <b>End User:</b><br>JERSEY CITY<br>1003937288  |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |                 | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |                    | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                                    | Description                              | Qty | UOM | Price (USD)        | Maintenance Months |
|---|--|-----|-----|--------------------|--------------------|
| XCVRSFPSR1G10GAF                        | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF   | 4   | EA  | 586.00             | 60                 |
| PWRC13-NEMA5-15P                        | C13 CORD NEMA 5-15 125V 10A - NON DPE    | 2   | EA  | 0.00               | 60                 |
| M-PSP-HW-DE14-5Y                        | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEA   | 1   | EA  | 23,394.30          | 60                 |
| <b>Hardware Sub-total</b>               |  |     |     | <b>\$38,944.00</b> |                    |
| <b>Hardware Wty and Maint Sub-total</b> |  |     |     | <b>\$23,394.30</b> |                    |
| VXR-14G-MGR-DE-45                       | VXRAIL 14G SW MANAGER EMDL V4.5=MA       | 1   | EA  | 0.00               |                    |
| 458-001-937                             | RECOVERPOINT FOR VM FOR 1-NODE HCIA      | 1   | EA  | 0.00               | 60                 |
| 456-111-959                             | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB  | 1   | EA  | 0.00               | 60                 |
| M-PSP-SW-D3-001                         | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 0.00               | 60                 |
| 458-002-204                             | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE      | 1   | EA  | 0.00               | 60                 |
| 456-113-148                             | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG | 2   | EA  | 6,788.00           | 60                 |
| M-PSP-SW-J-002                          | PROSUPPORT PLUS SOFTWARE SUPPORT         | 1   | EA  | 9,163.80           | 60                 |
| <b>Software Sub-total</b>               |  |     |     | <b>\$6,788.00</b>  |                    |
| <b>Software Wty and Maint Sub-total</b> |  |     |     | <b>\$9,163.80</b>  |                    |
| <b>Configuration Sub-total</b>          |  |     |     |                    |                    |
| Hardware Sub-total                      |  |     |     | \$38,944.00        |                    |
| Software Sub-total                      |  |     |     | \$6,788.00         |                    |
| Prepaid HW Maintenance Sub-total        |  |     |     | \$23,394.30        |                    |
| Prepaid SW Maintenance Sub-total        |  |     |     | \$9,163.80         |                    |
| <b>Configuration Total</b>              |  |     |     | <b>\$78,290.10</b> |                    |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY<br>1003937288                      |          | JERSEY CITY<br>1003937288                      |             | JERSEY CITY<br>1003937288                      |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                             | Description                              | Qty | UOM | Price (USD) | Maintenance Months |
|----------------------------------|--|-----|-----|-------------|--------------------|
| SYSTEM                           | CONNECTRIX D-SERIES SOLUTION             | 1   |     |             |                    |
| CNX-S4048-DN-48R                 | CNX DN S4048 48PORT 10GBE SWITCH RTF AIR | 2   | EA  | 15,687.00   | 24                 |
| CTX-OM4-3M                       | OM4 50/125 MICRON OPTICAL CBL LC-LC 3M   | 20  | EA  | 3,213.00    | 24                 |
| CNXSFP-10G-SR                    | CNX SFP 10GBE SR OPTIC 1 PACK            | 24  | EA  | 9,828.00    | 24                 |
| C13-PWR-12                       | 2 C13 CORDS NEMA 5-15 125V 10A - NON DPE | 2   | EA  | 0.00        | 24                 |
| INTCABPWRCD-B                    | C14-TO-C13 1M INTERNAL CAB POWER CORDS-B | 2   | EA  | 5.16        | 24                 |
| CNX-DNQSFP-40GDA1M               | CNX DN QSFP 40G DIRECT ATTACH 1 METER    | 2   | EA  | 504.00      | 24                 |
| W-PS-HW-001                      | PROSUPPORT W/NBD-HARDWARE WARRANTY       | 1   | EA  | 0.00        |                    |
| M-PSP-HW-E-002                   | PROSUPPORT PLUS HARDWARE SUPPORT         | 1   | EA  | 3,572.10    | 24                 |
| WU-PSP-HW-001                    | PROSUPPORT PLUS HARDWARE WARRANTY UPG    | 1   | EA  | 2,168.87    |                    |
| Hardware Sub-total               |  |     |     | \$29,237.16 |                    |
| Hardware Wty and Maint Sub-total |  |     |     | \$5,740.97  |                    |
| ProDeploy                        |  |     |     |             |                    |
| PS-PD-CTXTRACKING                | CTX PRODEPLOY TRACKING                   | 1   | EA  | 0.00        |                    |
| PS-BAS-IPTORSWC                  | VXRAIL TOR SWITCH CONFIGURATION          | 1   | EA  | 3,334.50    |                    |
| PSINST-ESRS                      | ZERO DOLLAR ESRS INSTALL                 | 1   | EA  | 0.00        |                    |
| PS-BAS-INSWIP                    | INSTALLATION FOR IP SWITCH               | 2   | EA  | 3,876.00    |                    |
| Services Sub-total               |  |     |     | \$7,210.50  |                    |
| Configuration Sub-total          |  |     |     |             |                    |
| Hardware Sub-total               |  |     |     | \$29,237.16 |                    |
| Prepaid HW Maintenance Sub-total |  |     |     | \$3,572.10  |                    |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWN-109-NJ / 89968  
CMC ID:

|  |                 |  |                    |  |
|--|-----------------|--|--------------------|--|
| <b>Sold To:</b><br>JERSEY CITY<br>1003937288   | <b>Bill To:</b> | <b>Ship To:</b><br>JERSEY CITY<br>1003937288   | <b>Install At:</b> | <b>End User:</b><br>JERSEY CITY<br>1003937288  |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |                 | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |                    | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item             | Description                              | Qty | UOM | Price (USD)         | Maintenance Months |
|------------------|--|-----|-----|---------------------|--------------------|
|                  | Warranty and Warranty Upgrades Sub-total |     |     | \$2,168.87          |                    |
|                  | Services Sub-total                       |     |     | \$7,210.50          |                    |
|                  | <b>Configuration Total</b>               |     |     | <b>\$42,188.63</b>  |                    |
| <b>Sub-total</b> |  |     |     |                     |                    |
|                  | Hardware Sub-total                       |     |     | \$223,957.16        |                    |
|                  | Software Sub-total                       |     |     | \$33,940.00         |                    |
|                  | Prepaid HW Maintenance Sub-total         |     |     | \$120,543.60        |                    |
|                  | Prepaid SW Maintenance Sub-total         |     |     | \$45,819.00         |                    |
|                  | Services Sub-total                       |     |     | \$30,056.00         |                    |
|                  | <b>Configuration Total</b>               |     |     | <b>\$456,484.63</b> |                    |
| CX-OM3-10M       | OM3 50/125 MICRON OPT CABLE LC- LC 10M   | 4   | EA  | 591.60              |                    |
|                  | <b>Hardware Sub-total</b>                |     |     | <b>\$591.60</b>     |                    |

Quote Summary:





176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403389 V01  
Quote Name: JCPS 5x P570F R5

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

|  |                 |  |                    |  |
|--|-----------------|--|--------------------|--|
| <b>Sold To:</b><br>JERSEY CITY<br>1003937288   | <b>Bill To:</b> | <b>Ship To:</b><br>JERSEY CITY<br>1003937288   | <b>Install At:</b> | <b>End User:</b><br>JERSEY CITY<br>1003937288  |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |                 | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |                    | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                                     | Description                            | Qty | UOM | Price (USD)         | Maintenance Months |
|--|--|-----|-----|---------------------|--------------------|
|  | Hardware Summary                       |     |     | \$224,548.76        |                    |
|  | Software Summary                       |     |     | \$33,940.00         |                    |
|  | Services Summary                       |     |     | \$30,086.00         |                    |
|  | Prepaid HW Maintenance Summary         |     |     | \$120,543.60        |                    |
|  | Prepaid SW Maintenance Summary         |     |     | \$45,819.00         |                    |
|  | Warranty and Warranty Upgrades Summary |     |     | \$2,168.87          |                    |
| <b>Total Products and Services (USD)</b> |  |     |     | <b>\$457,076.00</b> |                    |
| <b>Total Freight (USD)</b>               |  |     |     | <b>\$150.69</b>     |                    |
| <b>Total Price (USD)</b>                 |  |     |     | <b>\$0.00</b>       |                    |
|  |  |     |     | <b>\$457,226.69</b> |                    |

## VxRail Build of Materials

|                     |   |      |
|---------------------|---|------|
| PS-PDP-HCIANIMPOS   | ONSITE IMPLEMENTATION FOR VXRAIL NODE     | 5    |
| PS-BAS-RPVMGL       | RP FOR VMS IMPLEMENTATION ASSISTANCE      | 1    |
| PS-PDP-P30VXRAIL    | 30DAYPOSTDEPLOYASSIST VXRAIL              | 1    |
| TPM1.2MODULEAF      | VXRAIL-500 TPM 1.2 MODULE AF              | 1    |
| PS1100WPSF          | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1    |
| INSTLCTRYUSAFR740F  | VXRAIL-500 USA SHIPMOD F                  | 1    |
| VXR-14G-MGR-DE-45   | VXRAIL 14G SW MANAGER EMDL V4.5=MA        | 1    |
| PSINST-ESRS         | ZERO DOLLAR ESRS INSTALL                  | 1    |
| CAPSATASSD384TBVX5  | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6    |
| SYS7402U1N24DNVF    | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1    |
| PWR200VRACK         | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2    |
| RRAILKIT2U1NCMAAF   | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1    |
| 2SP570HSDM125OL     | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1    |
| HBA330CTRL2SF       | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1    |
| PR4114SV10C22AF     | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1    |
| PR4114SV10C22AF-2   | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1    |
| RISER740CNFG6DUAL   | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1    |
| MEMLDIMM16GBAF      | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12   |
| RDIMM2666INFO       | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1    |
| NDCX710QP10GBSFP AF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1    |
| INSTKITSFP AF       | VXRAIL 14G CAT6 CABLE AF                  | 1    |
| SSD800GB10WPD25F    | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2    |
| PS-PDP-VRLTRACKING  | VXRAIL PRODEPLOYPLUS TRACKING             | 1    |
| DSKLESSNVMECONFIGF  | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1    |
| CE-PDPTC0001        | 1 TRAINING CREDIT VALID 1YR (PDP)         | 600  |
| CE-HCITC0001        | 1 TRAINING CREDIT VALID 1YR (HCI)         | 2400 |
| XCVRSFPSR1G10GAF    | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF    | 4    |
| PWRC13-NEMA5-15P    | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2    |
| M-PSP-HW-DE14-5Y    | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEAR   | 1    |
| 458-001-937         | RECOVERPOINT FOR VM FOR 1-NODE HCIA       | 1    |
| 456-111-959         | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB   | 1    |
| M-PSP-SW-D3-001     | PROSUPPORT PLUS SOFTWARE SUPPORT          | 1    |
| 458-002-204         | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE       | 1    |
| 456-113-148         | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG  | 2    |
| M-PSP-SW-J-002      | PROSUPPORT PLUS SOFTWARE SUPPORT          | 1    |
| TPM1.2MODULEAF      | VXRAIL-500 TPM 1.2 MODULE AF              | 1    |
| PS1100WPSF          | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1    |
| INSTLCTRYUSAFR740F  | VXRAIL-500 USA SHIPMOD F                  | 1    |
| VXR-14G-MGR-DE-45   | VXRAIL 14G SW MANAGER EMDL V4.5=MA        | 1    |
| SYS7402U1N24DNVF    | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1    |
| PWR200VRACK         | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2    |

|                    |   |    |
|--------------------|---|----|
| RRAILKIT2U1NCMAAF  | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1  |
| RISER740CNFG6DUAL  | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1  |
| PR4114SV10C22AF-2  | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1  |
| PR4114SV10C22AF    | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1  |
| HBA330CTRL2SF      | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1  |
| 2SP570HSDM125OL    | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1  |
| RDIMM2666INFO      | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1  |
| MEMLDIMM16GBAF     | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12 |
| NDCX710QP10GBSFPF  | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1  |
| INSTKITSFPF        | VXRAIL 14G CAT6 CABLE AF                  | 1  |
| CAPSATASSD384TBVX5 | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6  |
| SSD800GB10WPD25F   | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2  |
| DSKLESSNVMECONFIGF | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1  |
| XCVRSFPSR1G10GAF   | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF    | 4  |
| PWRC13-NEMA5-15P   | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2  |
| M-PSP-HW-DE14-5Y   | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEAR   | 1  |
| 458-001-937        | RECOVERPOINT FOR VM FOR 1-NODE HCIA       | 1  |
| 458-111-959        | RECOVERPOINT FOR VM FOR 1-NODE HCIA #IB   | 1  |
| M-PSP-SW-D3-001    | PROSUPPORT PLUS SOFTWARE SUPPORT          | 1  |
| 458-002-204        | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE       | 1  |
| 458-113-148        | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG  | 2  |
| M-PSP-SW-J-002     | PROSUPPORT PLUS SOFTWARE SUPPORT          | 1  |
| TPM1.2MODULEAF     | VXRAIL-500 TPM 1.2 MODULE AF              | 1  |
| PS1100WPSF         | VXRAIL-500 DUAL HOTPLG 1100W PS F         | 1  |
| INSTLCTRYUSAFR740F | VXRAIL-500 USA SHIPMOD F                  | 1  |
| VXR-14G-MGR-DE-45  | VXRAIL 14G SW MANAGER EMDL V4.5=MA        | 1  |
| SYS7402U1N24DNVF   | VXRAIL-500 2U1N 24X2.5 NVME CAPABLE AF    | 1  |
| PWR200VRACK        | C13-C14 PDU RACK PWR CRD 2M N. AM         | 2  |
| RRAILKIT2U1NCMAAF  | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF  | 1  |
| RISER740CNFG6DUAL  | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR   | 1  |
| PR4114SV10C22AF-2  | VXRAIL-500 INTEL CPU 4114 10C2.2GHZ 2NDAF | 1  |
| PR4114SV10C22AF    | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1  |
| HBA330CTRL2SF      | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1  |
| 2SP570HSDM125OL    | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1  |
| RDIMM2666INFO      | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1  |
| MEMLDIMM16GBAF     | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12 |
| NDCX710QP10GBSFPF  | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1  |
| INSTKITSFPF        | VXRAIL 14G CAT6 CABLE AF                  | 1  |
| CAPSATASSD384TBVX5 | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6  |
| SSD800GB10WPD25F   | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2  |
| DSKLESSNVMECONFIGF | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1  |
| XCVRSFPSR1G10GAF   | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF    | 4  |
| PWRC13-NEMA5-15P   | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2  |

|                    |  |    |
|--------------------|--|----|
| M-PSP-HW-DE14-5Y   | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEAR    | 1  |
| 458-001-937        | RECOVERPOINT FOR VM FOR 1-NODE HCIA        | 1  |
| 456-111-959        | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB    | 1  |
| M-PSP-SW-D3-001    | PROSUPPORT PLUS SOFTWARE SUPPORT           | 1  |
| 458-002-204        | HCIA NP VXRAIL VSPHERE 6.5 SOFTWARE        | 1  |
| 456-113-148        | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG   | 2  |
| M-PSP-SW-J-002     | PROSUPPORT PLUS SOFTWARE SUPPORT           | 1  |
| TPM1.2MODULEAF     | VXRAIL-500 TPM 1.2 MODULE AF               | 1  |
| PS1100WPSF         | VXRAIL-500 DUAL HOTPLG 1100W PS F          | 1  |
| INSTLCTRYUSAFR740F | VXRAIL-500 USA SHIPMOD F                   | 1  |
| VXR-14G-MGR-DE-45  | VXRAIL 14G SW MANAGER EMDL V4.5=MA         | 1  |
| SYS7402U1N24DNVF   | VXRAIL-500 2U1N.24X2.5 NVME CAPABLE AF     | 1  |
| PWR200VRACK        | C13-C14 PDU RACK PWR CRD 2M N. AM          | 2  |
| RRAILKIT2U1NCMAAF  | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF   | 1  |
| RISER740CNFG6DUAL  | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR    | 1  |
| PR4114SV10C22AF-2  | VXRAIL-500 INTEL CPU 4114 10C 2.2GHZ 2NDAF | 1  |
| PR4114SV10C22AF    | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF   | 1  |
| HBA330CTRL2SF      | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F   | 1  |
| 2SP570HSDM125OL    | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK    | 1  |
| RDIMM2666INFO      | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS    | 1  |
| MEMLDIMM16GBAF     | VXRAIL-500 MEMORY 16GB RDIMM AF            | 12 |
| NDCX710QP10GBSFPF  | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF   | 1  |
| INSTKITSFPF        | VXRAIL 14G CAT6 CABLE AF                   | 1  |
| CAPSATASSD384TBVX5 | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD    | 6  |
| SSD800GB10WPD25F   | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F   | 2  |
| DSKLESSNVMECONFIGF | VXRAIL-500 DISKLESS NVME CONFIGURATION F   | 1  |
| XCVRSFPSR1G10GAF   | VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF     | 4  |
| PWRC13-NEMA5-15P   | C13 CORD.NEMA 5-15 125V 10A - NON DPE      | 2  |
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| 456-113-148        | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG   | 2  |
| M-PSP-SW-J-002     | PROSUPPORT PLUS SOFTWARE SUPPORT           | 1  |
| TPM1.2MODULEAF     | VXRAIL-500 TPM 1.2 MODULE AF               | 1  |
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| RISER740CNFG6DUAL  | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR    | 1  |

|                    |   |    |
|--------------------|---|----|
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| PR4114SV10C22AF    | VXRAIL-500 INTEL CPU 4114 10C 2.2 GHZ AF  | 1  |
| HBA330CTRL2SF      | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F  | 1  |
| 2SP570HSDM125OL    | VXRAIL-500 2SP570 125WL CHASSIS,FAN,HSK   | 1  |
| RDIMM2666INFO      | VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS   | 1  |
| MEMLDIMM16GBAF     | VXRAIL-500 MEMORY 16GB RDIMM AF           | 12 |
| NDCX710QP10GBSFFAF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF  | 1  |
| INSTKITSFFAF       | VXRAIL 14G CAT6 CABLE AF                  | 1  |
| CAPSATASSD384TBVX5 | VXRAIL-500 CAPACITY SATA SSD 3.84TB1WPD   | 6  |
| SSD800GB10WPD25F   | VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F  | 2  |
| DSKLESSNVMECONFIGF | VXRAIL-500 DISKLESS NVME CONFIGURATION F  | 1  |
| XCVRSFPSR1G10GAF   | VXRAIL-500 TRANSCEIVER LC SR 1G.10G AF    | 4  |
| PWR13-NEMA5-15P    | C13 CORD NEMA 5-15 125V 10A - NON DPE     | 2  |
| M-PSP-HW-DE14-5Y   | PROSUPPORT PLUS HARDWARE SUPPORT-5 YEAR   | 1  |
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| 456-113-148        | HCIA NP VSPH E+ 6.5 1CPU W/ 5YR MAINT=IG  | 2  |
| M-PSP-SW-J-002     | PROSUPPORT PLUS SOFTWARE SUPPORT          | 1  |
| PS-PD-CTXTRACKING  | CTX PRODEPLOY TRACKING                    | 1  |
| PS-BAS-IPTORSWC    | VXRAIL TOR SWITCH CONFIGURATION           | 1  |
| CNX-S4048-DN-48R   | CNX DN S4048 48PORT 10GBE SWITCH RTF AIR  | 2  |
| CTX-OM4-3M         | OM4 50/125 MICRON OPTICAL CBL LC-LC 3M    | 20 |
| CNXSFP-10G-SR      | CNX SFP 10GBE SR OPTIC 1 PACK             | 24 |
| PSINST-ESRS        | ZERO DOLLAR ESRS INSTALL                  | 1  |
| PS-BAS-INSWIP      | INSTALLATION FOR IP SWITCH                | 2  |
| C13-PWR-12         | 2 C13 CORDS NEMA 5-15 125V 10A - NON DPE  | 2  |
| INTCABPWRCB-B      | C14-TO-C13 1M INTERNAL CAB POWER CORDS-B  | 2  |
| CNX-DNQSFP-40GDA1M | CNX DN QSFP 40G DIRECT ATTACH 1 METER     | 2  |
| W-PS-HW-001        | PROSUPPORT W/NBD-HARDWARE WARRANTY        | 1  |
| WU-PSP-HW-001      | PROSUPPORT PLUS HARDWARE WARRANTY UPG     | 1  |
| M-PSP-HW-E-002     | PROSUPPORT PLUS HARDWARE SUPPORT          | 1  |
| CX-OM3-10M         | OM3 50/125 MICRON OPT CABLE LC- LC 10M    | 4  |



# Server Virtualization

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## STATEMENT OF WORK

9/20/2018

*Prepared for:*

**Jersey City Public Safety**

*Presented By*

**John Minnella**

**Account Executive, SHI**

**908-421-2498**

**[John.Minnella@shi.com](mailto:John.Minnella@shi.com)**



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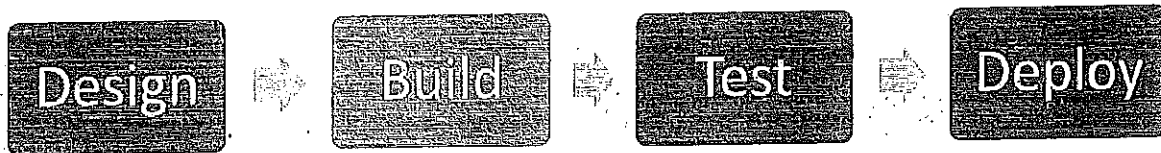
## 1. EXECUTIVE SUMMARY

Jersey City Public Safety ("Customer") has engaged SHI International Corp ("SHI") to virtualize and migrate servers to a new VMware VxRail cluster ("Services"). The specific goals and objectives for this project are as follows:

- REVIEW AND INVENTORY SERVERS TO BE MIGRATED
- DESIGN A MIGRATION PROCESS
- VIRTUALIZE AND MIGRATE SERVERS/APPLICATIONS TO NEW CLUSTER
- TEST APPLICATIONS
- KNOWLEDGE TRANSFER
- DOCUMENTATION

## 2. PROJECT DELIVERY METHODOLOGY

SHI uses the Design, Build, Test and Deploy model as a standard for all projects. This model is an industry accepted best practice that allows for the optimal system configurations and usage of appropriate tools/functionality.



The phases of the model are described in detail as follows:

1. **Design** -> In this phase, the Customer requirements are understood and a design for the migration is created. A review of the design is conducted with and approved by the Customer team prior to any configuration.
2. **Build** -> In this phase, the actual "implementation" is executed. This would include server virtualizing and migration.
3. **Test** -> Test plans for verifying the migration are written and executed to verify that the built environment performs as expected under various failure conditions. Results of the tests are captured for review.
4. **Deploy** -> The built environment is turned over to the client with a specified amount of knowledge transfers. The results of the testing are also reviewed during this phase.

## 3. PROJECT MANAGEMENT

A resource will be provided by SHI to work with the Customer to see the entire project through to completion. This resource will be the first call for support of any kind at any time during the project. SHI project management covers items such as, but not limited to:

- Conducts a kick off meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle.
- Holds regular status meetings with SHI's delivery team to identify proactively any issues that may arise in order to mitigate risk.
- Holds regular status meetings with the Customer to review project status, open action items, and upcoming tasks.

- Issues regular status reports to the management of all companies involved in the project.
- Facilitates any necessary change orders and administrative tasks as necessary.

Development of this particular project plan requires interactions with Jersey City Public Safety staff in the following areas:

- Servers and applications
- Virtualization and storage.

#### 4. SUMMARY OF CUSTOMER ENVIRONMENT

Customer has 10-15 servers that will be migrated.

#### 5. SCOPE OF SERVICES OVERVIEW

SHI, through its employees or other agents, shall provide to Jersey City Public Safety the Services described as follows:

- Review and inventory servers/applications to be migrated
- Design migration plan for each, which may include:
  - Physical to Virtual migration utility
  - Creating new virtual server and migrating the application
- Test and validate migrated servers/applications
- Knowledge transfer with customer staff.
- Documentation

## 6. PROJECT IMPLEMENTATION TASKS

The tasks listed here represent the major tasks that will be performed as part of this project. Each individual sub-heading has many tasks; these are only the high level tasks or outline of the work to be performed. Actual tasks will be documented in the project plan, tracked, and noted in status documents.

| Phase         | Major Tasks                               |
|---------------|---|
| Project Start | Initial Project plan development          |
|               | Internal Planning sessions                |
|               | Kick-off meeting                          |
| Design        | Discovery/inventory                       |
|               | Migration plan                            |
| Build         | Server/application migrations             |
|               | Troubleshooting/remediation, if required  |
| Test          | Server and application testing/validation |
| Deploy        | Knowledge transfer                        |
|               | Documentation                             |
| Project Close | Documentation                             |
|               | Finalize documentation                    |
|               | Close meeting                             |
|               | Archive                                   |
|               | Create final project documentation        |

## 7. DOCUMENT DELIVERABLES

The following documentation will be delivered in this project. Management of this documentation will be as follows:

1. The SHI team will create the document
2. The SHI project manager will institute revision control on the document
3. Document will be sent to the Customer for review. Unless agreed upon previously, feedback from the Customer will be required within five business days. If feedback is not received within that timeframe, the document will be considered "accepted" by the Customer
4. Jersey City Public Safety reviews and either approves it, or returns to the SHI project manager with changes indicated
5. SHI team makes any necessary changes
6. SHI project manager delivers final version of document to Jersey City Public Safety. This version, if required, will be used in subsequent steps in the project

## 1. BUILD DOCUMENTS

Build documentation in Microsoft Visio and Word for the following areas:

- a. Migration process

## 2. TEST PLANS

Test plans in Microsoft Word for the following areas:

- a. Application/server testing

*Note:* This project consists only of the services and deliverables listed above. Should other services or deliverables be requested or deemed necessary, a mutually agreed Change Order must be executed prior to the initiation of work effort being performed (see Change Control section for further detail).

## 8. SUCCESS CRITERIA

The project milestones and success criteria for each milestone are as follows: [Examples below]

1. **Assessment Complete**
  - a. All assessment documents reviewed with Customer (list of documents in Document Deliverables section)
  - b. All assessment documents approved
2. **Design Complete**
  - a. All design documents (see previous section, Document Deliverables) approved by Customer
3. **Build Complete**
  - a. Customer is provided access to each server, validates that it is configured properly, provides written confirmation to SHI project manager
  - b. Customer is provided access to SAN storage array, validates that it is configured properly, provides written confirmation to SHI project manager
4. **Testing Complete**
  - a. Customer reviews proposed test plans and approves them in writing to SHI project manager
  - b. Results of tests are reviewed with customer, customer provides written approval
5. **Project Close**
  - a. Customer agrees there are no outstanding action items or tasks
  - b. Customer agrees all documentation has been received
  - c. Customer Project Sponsor signs the *Project-Close* form indicating all project objectives were accomplished.

## 9. PROJECT DURATION

The estimated project duration is five (5) days\*. SHI will work with Jersey City Public Safety to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to Jersey City Public Safety resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

*\* Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

## 10. RESOURCES AND SKILLS

SHI will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

| Resource            | Role   | Involvement |
|---------------------|--|-------------|
| Project Leader      | Responsible for the overall success of the project. Provides project management, escalation and billing. | Part-time   |
| Solutions Architect | Technical delivery   | Full-time   |

## 11. ASSUMPTIONS

The program and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI is not responsible for lost data. SHI recommends that Jersey City Public Safety perform a full working backup of their network prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Jersey City Public Safety is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed SOW or fourteen (14) business days from the confirmed start date between SHI and Jersey City Public Safety; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this SOW.
5. Jersey City Public Safety will provide the necessary hardware to complete the engagement.

6. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Jersey City Public Safety
7. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
8. Jersey City Public Safety will provide, to the extent necessary, administrative usernames and passwords to meet necessary obligations.
9. Jersey City Public Safety will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Jersey City Public Safety will provide the necessary workspace and network access to provide the above services.
11. Jersey City Public Safety will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Jersey City Public Safety. All wiring, hardware, and software required to perform the above services are in working order.
13. Jersey City Public Safety will provide a technical point of contact during the time of this engagement.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

## 12. LOCATIONS

The location/s of contacts and services is:

| CUSTOMER CONTACT INFORMATION             |                                      |
|--|--------------------------------------|
| Company Name:                            | Jersey City Public Safety            |
| Street Address:                          | 465 Marin Boulevard                  |
| City, State, Zip Code:                   | Jersey City, NJ 07302                |
| Contact Name and Title:                  | Chuck Montalbano                     |
| Contact Phone Number and E-mail address: | 201-547-5298 CMontalbano@nmscorp.com |

|   |
|---|
| <b>WORK LOCATION</b>                            |
| Street Address:<br>465 Marin Boulevard          |
| City, State, Zip Code:<br>Jersey City, NJ 07302 |

### 13. CUSTOMER RESPONSIBILITIES

Both Jersey City Public Safety and SHI are responsible for the successful execution of this engagement. Jersey City Public Safety agrees to the following assigned responsibilities:

- Prior to the start of this project, Jersey City Public Safety will indicate to SHI in writing a person to be the point of contact. All engagement communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Jersey City Public Safety in all aspects of the engagement; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Jersey City Public Safety and SHI is made through the SHI project manager.
- The Customer Contact will obtain and provide engagement requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI engagement personnel have reasonable and safe access to the Engagement site and adequate office space, if required.
- The Customer Contact will help resolve engagement issues and ensure that issues are brought to the attention of the appropriate persons within the Jersey City Public Safety organization, if required.
- Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this engagement ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
- Jersey City Public Safety will inform SHI of any necessary access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Jersey City Public Safety will provide, at no expense to SHI, computer hardware, software, and necessary access to the Jersey City Public Safety network as required to complete the work described in this SOW.
- Jersey City Public Safety is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this Engagement.



- Jersey City Public Safety agrees that all related information regarding this engagement will be communicated to SHI as expeditiously as possible.

Jersey City Public Safety will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

| Resource              | Role                         | Involvement |
|-----------------------|------------------------------|-------------|
| Systems Administrator | Access to customer resources | Full-time   |

#### 14. CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of Services during the life of the SOW. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written "Change Request Form" (attached as Appendix A) will be the instrument for communicating any desired changes to the SOW. The Change Request Form will describe the proposed change, the reason for the change and the effect the change may have on the project. The project manager of the requesting party will submit a written Change Request Form to the project manager for the other parties.

SHI and Jersey City Public Safety will review the change request. All parties must sign the approval section of the Change Request Form to authorize the implementation of any change that affects the SOW's scope of services, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

#### 15. SOW REVIEW PROCESS

Upon receipt of a signed SOW and purchase order, planning for the project will commence. A key step in the planning process is the kickoff meeting with SHI and Jersey City Public Safety's team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Jersey City Public Safety's team who will be involved with the project to understand the SOW's goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the kickoff meeting will be created based on the meeting discussion and distributed to Jersey City Public Safety. Any changes to the project scope will

be documented in these minutes. If Change Orders are necessary due to scope changes, that process would be initiated after the kickoff meeting.

**16. PRICE AND PAYMENT SCHEDULE**

SHI proposes to deliver the services described here for a fixed price for the fees set forth below:

| Program Component     | Fee      |
|-----------------------|----------|
| Server Virtualization | \$10,950 |

This price quote is valid for 60 days from 9/20/2018.

Any additional work that is required outside the scope of this SOW shall follow the Change Control Process or initiate a new SOW.

**1. PAYMENT SCHEDULE**

The following table describes the project milestones. When these are completed and approved by Jersey City Public Safety, SHI will invoice the specified amount.

| Project Milestones | %          | Fee             |
|--------------------|------------|-----------------|
| Project Close      | 100        | \$10,950        |
| <b>Total:</b>      | <b>100</b> | <b>\$10,950</b> |

**2. TRAVEL EXPENSES**

All associated travel expenses for this project have been included within the above fixed price services. Travel is inclusive of 1 resource for 1 round trips for 1 days. If additional travel is requested, a Change Request Order may be required.

**3. BILLING TERMS**

SHI will request the approval of Jersey City Public Safety when a milestone (see Payment Schedule above) has been completed. Upon receipt of Jersey City Public Safety's approval, SHI will invoice Jersey City Public Safety for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

The total fee does not include applicable taxes. Invoice(s) will include any applicable taxes due.

**17. TERMS & CONDITIONS**

This statement of work (SOW) is subject to and governed by the terms of the Professional Services Agreement ("Agreement") shown in SHI PSA - Terms and Conditions.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

**18. SPECIAL DATA SECURITY CONSIDERATIONS**

As data security concerns and regulations continue to rise in import such as Health Insurance Portability and Accountability Act ("HIPAA") and Payment Card Industry Data Security Standard ("PCI DSS"), SHI wants to ensure the project delivery team maintains that compliance. If the Customer organization utilizes special tools or has procedural requirements that must be observed during this project such as the use of cloud storage or file/email encryption, please advise your SHI sales representative and project manager as soon as possible. If required tools are not currently employed by the SHI team, the costs of those tools will be a project expense pass-through. Please allow project initialization time for acquisition of these tools.

**19. SOW ACCEPTANCE**

The parties, intending to be legally bound, have caused this SOW to be executed by their authorized representatives on the dates set forth below.

| Jersey City Public Safety |  | SHI International Corp. |  |
|---------------------------|--|-------------------------|--|
| Name                      |  | Name                    |  |
| Title                     |  | Title                   |  |
| Signature                 |  | Signature               |  |

|      |  |      |  |
|------|--|------|--|
| Date |  | Date |  |
|------|--|------|--|

**20. CONFIDENTIAL**

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Jersey City Public Safety's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Jersey City Public Safety shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Jersey City Public Safety and SHI. This restriction does not limit Jersey City Public Safety right to use information contained in this document if it is obtained from another source without restriction.

**21. APPENDIX A – CHANGE REQUEST FORM**

**CHANGE REQUEST FORM**

|                               |                           |
|-------------------------------|---------------------------|
| <b>Project Name:</b>          | Server Virtualization     |
| <b>Customer Name:</b>         | Jersey City Public Safety |
| <b>Change Request Number:</b> |                           |
| <b>Date:</b>                  |                           |
| <b>Submitted by:</b>          |                           |
| <b>Change Evaluator:</b>      |                           |

|                                   |
|-----------------------------------|
| <b>CHANGE REQUEST DESCRIPTION</b> |
|                                   |

|                         |
|-------------------------|
| <b>IMPACT OF CHANGE</b> |
|                         |

|              |
|--------------|
| <b>PRICE</b> |
|              |

|                   |
|-------------------|
| <b>SIGNATURES</b> |
|-------------------|

|  |  |                |  |
|--|--|----------------|--|
| <b>Status: Accepted/Rejected</b>           |  | <b>Reason:</b> |  |
| <b>Jersey City Public Safety Approval:</b> |  | <b>Date:</b>   |  |
| <b>SHI Project Manager Approval:</b>       |  | <b>Date:</b>   |  |



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer
MAURICE GRIFFIN
ACTING Director

Amendment #: 03 (Revised)
M-0483
Solicitation #: 16-R-24098

TO: All Using Agencies
DATE: March 31, 2017
FROM: James E. Strype, Procurement Lead
SUBJECT: NASPO ValuePoint Computer Equipment

Please be advised that contract M0483 has been extended as noted:

Table with 4 columns: Vendor, State Contract #, Expiration Date, New Expiration Term in Years. Lists various vendors like ACE TECHNOLOGY PARTNERS LLC, CISCO SYSTEMS INC, etc., with their respective contract numbers and expiration dates.

All other terms and conditions remain the same.
Please retain this amendment with your Notice of Award for future reference.

**1.0 BACKGROUND**

**1.1 PURPOSE AND INTENT**

The purpose of Term Contract M0483 Computer Equipment, Peripherals & Related Services (“the contract” or “M0483”) is to provide Using Agencies and Cooperative Purchasing Partners with a mechanism to procure computer equipment, peripherals and related services.

The State of New Jersey participated in the competitive bid process with the lead state of Minnesota. The sourcing team was comprised of members from Alaska, Arkansas, California, Colorado, Delaware, Iowa, Louisiana, Minnesota, Nebraska, Nevada, Oregon, and South Carolina, to leverage the combined purchasing power of these states and to achieve significant cost savings for taxpayers.

Minnesota entered a Master Agreement with following vendors for the bands indicated:

| <b>Band 1-Desktop</b> | <b>Band 2-Laptop</b> | <b>Band 3-Tablet</b> | <b>Band 4-Server</b> | <b>Band 5-Storage</b> |
|-----------------------|----------------------|----------------------|----------------------|-----------------------|
| Ace                   | Apple                | Apple                | Apple                | Ace                   |
| Apple                 | Bytespeed            | Bytespeed            | Bytespeed            | Bytespeed             |
| Bytespeed             | Ciara                | Ciara                | Ciara                | <b>CTL</b>            |
| Ciara                 | <b>CTL</b>           | <b>CTL</b>           | <b>CTL</b>           | <b>Dell</b>           |
| <b>CTL</b>            | Dell                 | Dell                 | Dell                 | <b>EMC</b>            |
| Dell                  | <b>Fujitsu</b>       | <b>Fujitsu</b>       | <b>Fujitsu</b>       | <b>Fujitsu</b>        |
| <b>Fujitsu</b>        | Grace                | HP Inc.              | Hewlett              | <b>Grace</b>          |
| Grace                 | HP Inc.              | Howard               | Packard              | Hewlett Packard       |
| HP Inc.               | Howard               | Lenovo               | Enterprise           | Enterprise            |
| Howard                | Lenovo               | M&A                  | Howard               | Hitachi               |
| Lenovo                | Microsoft            | Microsoft            | IBM                  | Howard                |
| M&A                   | <b>Panasonic</b>     | <b>Panasonic</b>     | Lenovo               | <b>IBM</b>            |
| <b>Transource</b>     | Toshiba              | Samsung              | M&A                  | Lenovo                |
|                       | <b>Transource</b>    | Toshiba              | <b>Panasonic</b>     | M&A                   |
|                       |                      | <b>Transource</b>    | Samsung              | Microtech             |
|                       |                      |                      | Toshiba              | <b>Netapp</b>         |
|                       |                      |                      | <b>Transource</b>    | <b>Nimble</b>         |
|                       |                      |                      |                      | <b>Oracle</b>         |
|                       |                      |                      |                      | <b>Pure Storage</b>   |
|                       |                      |                      |                      | Tegile                |
|                       |                      |                      |                      | <b>Tintri</b>         |
|                       |                      |                      |                      | <b>Transource</b>     |
|                       |                      |                      |                      | Violin Memory         |
|                       |                      |                      |                      | <b>Xiotech</b>        |

\*Boided contractors have a State contract

As of October 1, 2015 New Jersey awarded a state contract to Ace Technology Partners, LLC, Cisco Systems, Inc., CTL, Dell Marketing LP, EMC Corporation, Firefly Computers LLC, Fujitsu America, Inc., Grace Global Inc., Hewlett Packard Company, Hitachi Data Systems Corporation, Howard Computers, Netapp Inc., Nimble Inc., Panasonic Corporation of North America, Pure Storage Inc., Transource Service Corporation, and Xiotech Corporation.

As other vendors with a Master Agreement with Minnesota comply with State documentation requirements and execute a State PA, a state contract will be created under M0483.

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
- o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

#### **1.4 CONTRACT NUMBERS AND TERM**

The State contract numbers are specified below:

| <b>Vendor</b>                          | <b>NASPO ValuePoint Master Agreement #</b> | <b>NJ State Contract #</b> |
|--|--|----------------------------|
| Ace Technology Partners, LLC           | MNWNC-101                                  | 89964                      |
| Cisco Systems, Inc.                    | MNWNC-105                                  | 89966                      |
| Computer Technology Link Corp (CTL)    | MNWNC-106                                  | 89971                      |
| Dell Marketing LP                      | MNWNC-108                                  | 89967                      |
| EMC Corporation                        | MNWNC-109                                  | 89968                      |
| Firefly Computers, LLC                 | MNWNC-110                                  | 89970                      |
| Fujitsu America Inc.                   | MNWNC-111                                  | 89972                      |
| Grace Global Inc.                      | MNWNC-112                                  | 89973                      |
| HP Inc.                                | MNNVP-133                                  | 89974                      |
| Hewlett Packard Enterprise             | MNNVP-134                                  | 40116                      |
| Hitachi Data Systems Corporation       | MNWNC-113                                  | 89975                      |
| Howard Industries Inc.                 | MNWNC-114                                  | 89976                      |
| IBM Corporation                        | MNWNC-116                                  | 40047                      |
| Lenovo                                 | MNWNC-117                                  | 40121                      |
| Microsoft Corporation                  | MNWNC-119                                  | 40166                      |
| Netapp Inc.                            | MNWNC-121                                  | 89977                      |
| Nimble Storage Inc.                    | MNWNC-122                                  | 89978                      |
| Oracle America Inc.                    | MNWNC-123                                  | 42967                      |
| Panasonic Corporation of North America | MNWNC-124                                  | 89980                      |
| Pure Storage Inc.                      | MNWNC-125                                  | 89981                      |
| Tegile Systems Inc                     | MNWNC-127                                  | 41458                      |
| Tintri Inc.                            | MNWNC-128                                  | 40294                      |
| Transource Service Corp.               | MNWNC-130                                  | 89982                      |
| Xiotech Corporation                    | MNWNC-132                                  | 89983                      |

The contract term is October 1, 2015 through March 31, 2018.

#### **1.5 OBTAINING QUOTES**

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHI INTERNATIONAL CORP.

**Trade Name:**

**Address:** 290 DAVIDSON AVENUE  
SOMERSET, NJ 08873-3135

**Certificate Number:** 0078008

**Effective Date:** December 11, 1989

**Date of Issuance:** October 04, 2018

**For Office Use Only:**

20181004153925993

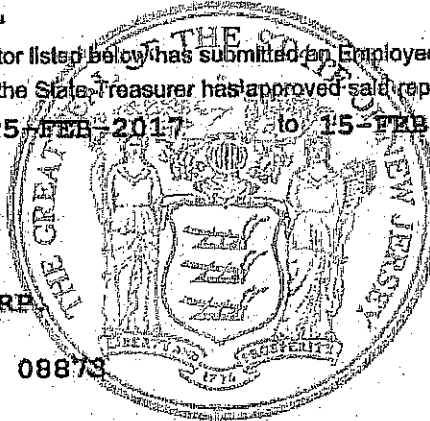
Certification 15505

## 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-2017** to **15-FEB-2020**

SHI INTERNATIONAL, CORP.  
290 DAVIDSON AVE.  
SOMERSET NJ 08873



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

**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 : SHI International Corp.  
Address : 290 Davidson Ave., Somerset, NJ 08873  
Telephone No. : 732-564-8130  
Contact Name : John Minnella

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

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

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

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

Representative's Name/Title (Print): John Oese, Lead Vendor Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8130

Date: 8/3/18

**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. 10:531 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. 10:531 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Oese, Lead Vendor Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8130

Date: 8/3/18

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

City Clerk File No. Res. 18-946

Agenda No. 10.W

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE, DELIVERY, AND EXPANSION OF ISILON STORAGE UNITS UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

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

**WHEREAS**, the Public Safety Communications Center utilizes disk storage units to provide the data storage needs for the departments of Police, Fire, Parking Enforcement, and OEM. They also provide information sharing for many other Local, State and Federal Law Enforcement agencies. The present equipment is 10 years old and past any attempts to upgrade or repair due to the unavailability of replacement parts; 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**, Software House International Corporation, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of NASPO Value Point contract MNWNC-109, NJ PA SC A89968, for the purchase, delivery and expansion of Isilon storage units for a total contract amount of one hundred thirty thousand, nine hundred ninety five dollars (\$130,995.00); and

**WHEREAS**, funds are available for this contract in the Capital Account;

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-181-990 | 130794 | A89968         | \$130,995.00   |

**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 Software House International Corporation in the amount of \$130,995.00 for the purchase, delivery, and expansion of Isilon storage units 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. 18-946

Agenda No. 10.W OCT 24 2018

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE, DELIVERY, AND EXPANSION OF ISILON STORAGE UNITS UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

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 |
|-------------------|--------|----------------|----------------|
| 04-215-55-181-990 | 130794 | A89968         | \$130,995.00   |

Approved by: Peter Folgado  
 Peter Folgado, Director of Purchasing  
 RPPO, QPA

Date: 10.11.18

PF/bv  
 10/5/18  
 SMCk  
 10/17/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ABSENT |     |      |
| 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**

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 SOFTWARE HOUSE INTERNATIONAL CORPORATION FOR THE PURCHASE, DELIVERY, AND EXPANSION OF ISILON STORAGE UNITS UNDER STATE CONTRACT FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER**

**Initiator**

|                     |                   |   |
|---------------------|-------------------|---|
| Department/Division | Public Safety     | Communications & Information Technology |
| Name/Title          | Robert Baker, Sr. | Director                                |
| Phone/email         | 201-547-5449      | rbakersr@njcps.org                      |

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

**Resolution Purpose**

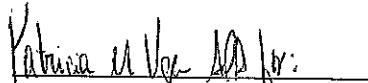
The Department of Public Safety utilizes disk storage units to provide the data storage needs of the departments of Police, Fire, Parking Enforcement and OEM. They also provide information sharing for many other Local, State and Federal Law Enforcement agencies. The present equipment is 10-years old and past any attempts to upgrade or repair due the unavailability of replacement parts.

All spinning hard drives are being replaced with SSD (Solid State Drives) drives and provide data 68% faster than present drives. This will provide Plug & Play capabilities for all systems. The Bishop Street facility has also become the storage center for all Public Safety media.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10-5-18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

10-11-18  
Date





Pricing Proposal  
 Quotation #: 15886759  
 Created On: 8/31/2018  
 Valid Until: 9/28/2018

**Jersey City Public Safety Communication Center**

**Account Executive**

**Robert Baker**  
 73-85 Bishop Street  
 Jersey City, NJ 07304  
 United States  
 Phone: (201) 547-5298  
 Fax:  
 Email: rbakersr@njcps.org

**John Minnella**  
 290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 908-421-2498  
 Fax: 732-564-8131  
 Email: John\_Minnella@shi.com

All Prices are in US Dollar (USD)

| Product   | Qty | Your Price   | Total               |
|---|-----|--------------|---------------------|
| 1 Isilon A200 - Four (4) Node Configuration with 60 Months of Maintenance<br>DellEMC - Part#:<br>Contract Name: NASPO ValuePoint - Computer Equipment<br>Contract #: MNWNC-109<br>Subcontract #: 89968<br>Note: Please see attached PDF for build of materials. | 1   | \$130,995.00 | \$130,995.00        |
| <b>Total</b>  |     |              | <b>\$130,995.00</b> |

**Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*



178 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403504 V01  
Quote Name: JCPS - Isilon - Body Cam v 2

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MINWNC-109-NJ / 89958  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY                                    |          | JERSEY CITY                                    |             | JERSEY CITY                                    |
| 1003937288                                     |          | 1003937288                                     |             | 1003937288                                     |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                                    | Description                              | Qty | UOM | Total List Price (USD) | Discount | Total Extended Price (USD) | Price Floor A (USD) | Price Floor B (USD) | Maintenance Months |
|---|--|-----|-----|------------------------|----------|----------------------------|---------------------|---------------------|--------------------|
| <b>ISILON A200 NEW CONFIG</b>           |  |     |     |                        |          |                            |                     |                     |                    |
| SYSTEM                                  | ISILON GEN 6                             | 1   |     |                        |          |                            |                     |                     |                    |
| ISSD-400GB                              | ISD - 400GB SSD                          | 4   | EA  |                        |          | 2,581.57                   |                     |                     | 60                 |
| IA200-4T-400G                           | A200-2.2GHZ/2C/16G+15X4TB SAT/400GB      | 4   | EA  |                        |          | 30,871.05                  |                     |                     | 60                 |
| 851-0258                                | SWITCH 10GBE 24P 2PS CELESTICA           | 2   | EA  |                        |          | 9,172.80                   |                     |                     | 60                 |
| 851-0263                                | CABLE ETHERNET 10G PASS SFP+ 3M          | 16  | EA  |                        |          | 1,001.46                   |                     |                     | 60                 |
| ICH-NORM                                | BASE CHASSIS - NORMAL                    | 1   | EA  |                        |          | 1,733.48                   |                     |                     | 60                 |
| 800-0078                                | PWCARD KIT FOR GEN6 NORMAL CHASSIS       | 2   | EA  |                        |          | 19.07                      |                     |                     | 60                 |
| IFEIO-10GBE-B                           | 2X10GBE (SFP+) L/M W/O OPTICS            | 4   | EA  |                        |          | 369.74                     |                     |                     | 60                 |
| IBEIO-10GBE                             | 2X10GBE (SFP+) BACK END W/O OPTICS       | 4   | EA  |                        |          | 1,261.77                   |                     |                     | 60                 |
| 851-0296                                | TRANSCIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6   | 4   | EA  |                        |          | 306.74                     |                     |                     | 60                 |
| M-PSM-HW-I-002                          | PROSUPPORT W/MISSION CRITICAL-HARDWARE   | 1   | EA  |                        |          | 23,583.28                  |                     |                     | 60                 |
| <b>Hardware Sub-total</b>               |  |     |     |                        |          |                            | <b>\$47,317.68</b>  |                     |                    |
| <b>Hardware Wty and Maint Sub-total</b> |  |     |     |                        |          |                            | <b>\$23,583.28</b>  |                     |                    |
| 458-001-963                             | ENTERPRISE BUNDLE CAPACITY T4 PER TB=CB  | 240 | EA  |                        |          | 4,476.71                   |                     |                     | 60                 |
| M-PSM-SW-I-002                          | PROSUPPORT W/MISSION CRITICAL-SOFTWARE   | 1   | EA  |                        |          | 4,028.99                   |                     |                     | 60                 |
| 458-001-962                             | ENTERPRISE BUNDLE TIER 4=ID              | 4   | EA  |                        |          | 3,551.52                   |                     |                     | 60                 |
| M-PSM-SW-I-002                          | PROSUPPORT W/MISSION CRITICAL-SOFTWARE   | 1   | EA  |                        |          | 3,196.28                   |                     |                     | 60                 |
| 458-001-883                             | ONEFS PRODUCT                            | 1   | EA  |                        |          | 0.00                       |                     |                     | 60                 |
| 458-111-837                             | ONEFS BASE LICENSE TIER 4=ID             | 4   | EA  |                        |          | 13,540.66                  |                     |                     | 60                 |
| 458-111-841                             | ONEFS CAPACITY LICENSE TIER 4 =CB        | 240 | EA  |                        |          | 9,089.65                   |                     |                     | 60                 |
| M-PSM-SW-I-002                          | PROSUPPORT W/MISSION CRITICAL-SOFTWARE   | 1   | EA  |                        |          | 13,584.12                  |                     |                     | 60                 |
| <b>Software Sub-total</b>               |  |     |     |                        |          |                            | <b>\$30,658.54</b>  |                     |                    |
| <b>Software Wty and Maint Sub-total</b> |  |     |     |                        |          |                            | <b>\$20,809.39</b>  |                     |                    |
| <b>ProDeploy</b>                        |  |     |     |                        |          |                            |                     |                     |                    |
| PS-PD-ISNTRACKING                       | ISILON PRODEPLOY TRACKING                | 1   | EA  |                        |          | 0.00                       |                     |                     |                    |
| PS-BAS-ISIMPENT                         | IMPLEMENT ISILON ENTERPRISE OR ESSENTIAL | 1   | EA  |                        |          | 8,293.50                   |                     |                     |                    |



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403504 V01  
Quote Name: JCPS - Isilon - Body Cam v 2

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNOC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY                                    |          | JERSEY CITY                                    |             | JERSEY CITY                                    |
| 1003937288                                     |          | 1003937288                                     |             | 1003937288                                     |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                      | Description                 | Qty | UOM | Total List Price (USD) | Discount | Total Extended Price (USD) | Price Floor A (USD) | Price Floor B (USD) | Maintenance Months |
|---------------------------|-----------------------------|-----|-----|------------------------|----------|----------------------------|---------------------|---------------------|--------------------|
| PS-BAS-ISIINS4N           | ISILON INSTALL 4 NODES BASE | 1   | EA  |                        |          | 4,245.50                   |                     |                     |                    |
| PSINST-ESRS               | ZERO DOLLAR ESRS INSTALL    | 1   | EA  |                        |          | 0.00                       |                     |                     |                    |
| <b>Services Sub-total</b> |                             |     |     |                        |          |                            | <b>\$12,540.00</b>  |                     |                    |

ISILON A200 NEW CONFIG Sub-total

|                                  |                     |
|----------------------------------|---------------------|
| Hardware Sub-total               | \$47,317.68         |
| Software Sub-total               | \$30,668.54         |
| Prepaid HW Maintenance Sub-total | \$23,583.28         |
| Prepaid SW Maintenance Sub-total | \$20,809.39         |
| Services Sub-total               | \$12,540.00         |
| <b>Configuration Total</b>       | <b>\$134,918.89</b> |

Quote Summary:

|                  |             |
|------------------|-------------|
| Hardware Summary | \$53,636.69 |
| Software Summary | \$30,668.54 |
| Services Summary | \$12,540.00 |

|                                |             |
|--------------------------------|-------------|
| Prepaid HW Maintenance Summary | \$23,583.28 |
|--------------------------------|-------------|



176 South Street  
HOPKINTON MA 01748  
USA

Quote Number: 6002403504 V01  
Quote Name: JCPS - Isilon - Body Cam v 2

Deal Reg:  
Primary Rep: MICHAEL CONTROVICH

Quote Type: Sale  
Quote Reason:

Opportunity Number:

Sales Org: United States  
Distribution Channel: Direct

Quote Status:  
Contract #: NVP Storage-MNWNC-109-NJ / 89968  
CMC ID:

| Sold To:                                       | Bill To: | Ship To:                                       | Install At: | End User:                                      |
|--|----------|--|-------------|--|
| JERSEY CITY                                    |          | JERSEY CITY                                    |             | JERSEY CITY                                    |
| 1003937288                                     |          | 1003937288                                     |             | 1003937288                                     |
| 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |          | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |             | 73-85 BISHOP ST<br>JERSEY CITY NJ 07304<br>USA |

| Item                           | Description | Qty | UOM | Total List Price (USD) | Discount | Total Extended Price (USD) | Price Floor A (USD) | Price Floor B (USD) | Maintenance Months |  |
|--------------------------------|-------------|-----|-----|------------------------|----------|----------------------------|---------------------|---------------------|--------------------|--|
| Prepaid SW Maintenance Summary |             |     |     |                        |          |                            | \$20,609.39         |                     |                    |  |

|                                   |              |
|-----------------------------------|--------------|
| Total Products and Services (USD) | \$141,237.00 |
| Total Freight (USD)               | \$161.65     |
| Total Price (USD)                 | \$141,398.65 |

Breaks Price Floor: NONE

|   |   |
|---|---|
| Cooperative Purchasing *:   | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| <b>Vendor Name &amp; Address:</b>   | DELL MARKETING LP<br>ACH ELECTRONIC PAYMENT<br>ONE DELL WAY<br>ROUND ROCK, TX 78682 |
| <b>Contact Person:</b>  | STEPHANIE SCHRADER  |
| <b>Contact Phone:</b>   | 609-672-1163  |
| <b>Order Fax:</b>   | 000-000-0000  |
| <b>Contract#:</b>   | 89967   |
| <b>Expiration Date:</b>   | 03/31/20  |
| <b>Terms:</b>   | NONE  |
| <b>Delivery:</b>  | 30 DAYS ARO   |
| <b>Small Business Enterprise:</b>   | NO  |
| <b>Minority Business Enterprise:</b>  | NO  |
| <b>Women Business Enterprise:</b>   | NO  |
| <b>Cooperative Purchasing *:</b>  | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| <b>Vendor Name &amp; Address:</b>   | EMC CORPORATION<br>176 SOUTH STREET<br>HOPKINTON, MA 01748-2208                     |
| <b>Contact Person:</b>  | RENEE BRAND   |
| <b>Contact Phone:</b>   | 651-338-3637  |
| <b>Order Fax:</b>   | 000-000-0000  |
| <b>Contract#:</b>   | 89968   |
| <b>Expiration Date:</b>   | 03/31/20  |
| <b>Terms:</b>   | NONE  |
| <b>Delivery:</b>  | 30 DAYS ARO   |
| <b>Small Business Enterprise:</b>   | NO  |
| <b>Minority Business Enterprise:</b>  | NO  |
| <b>Women Business Enterprise:</b>   | NO  |
| <b>Cooperative Purchasing *:</b>  | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| <b>Vendor Name &amp; Address:</b>   | FIREFLY COMPUTERS LLC<br>4463 WHITE BEAR PARKWAY                                    |

|                                      |   |                               |             |                   |                   |
|--------------------------------------|---|-------------------------------|-------------|-------------------|-------------------|
| 00004                                | COMM CODE: 204-91-072697<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.<br>DELIVERY: 30 DAYS ARO | 1.000                         | EA          | NET               | N/A               |
| <b>LINE#</b>                         | <b>DESCRIPTION/MFGR/BRAND</b>   | <b>EST QUANTITY</b>           | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00005                                | COMM CODE: 206-89-072698<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.<br>DELIVERY: 30 DAYS ARO | 1.000                         | EA          | NET               | N/A               |
| <b>Vendor: EMC CORPORATION</b>       |   | <b>Contract Number: 89968</b> |             |                   |                   |
| <b>LINE#</b>                         | <b>DESCRIPTION/MFGR/BRAND</b>   | <b>EST QUANTITY</b>           | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00001                                | COMM CODE: 206-89-072698<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.<br>DELIVERY: 30 DAYS ARO | 1.000                         | EA          | NET               | N/A               |
| <b>Vendor: FIREFLY COMPUTERS LLC</b> |   | <b>Contract Number: 89970</b> |             |                   |                   |
| <b>LINE#</b>                         | <b>DESCRIPTION/MFGR/BRAND</b>   | <b>EST QUANTITY</b>           | <b>UNIT</b> | <b>% DISCOUNT</b> | <b>UNIT PRICE</b> |
| 00001                                | COMM CODE: 204-91-072697<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.<br>DELIVERY: 30 DAYS ARO | 1.000                         | EA          | NET               | N/A               |
| <b>Vendor: FUJITSU AMERICA INC</b>   |   | <b>Contract Number: 89972</b> |             |                   |                   |

|   |   |
|---|---|
| <b>Contact Person:</b>                        | LOUIS TSOTAKOS  |
| <b>Contact Phone:</b>                         | 908-493-1900  |
| <b>Dealer/Distributor Name &amp; Address:</b> | PASCACK DATA SERVICES<br>55 HARRISTOWN RD/STE 105<br>GLEN ROCK NJ 07452                             |
| <b>Contact Person:</b>                        | HOWARD ADLER  |
| <b>Contact Phone:</b>                         | 201-639-0095  |
| <b>Dealer/Distributor Name &amp; Address:</b> | PTS DATA CENTER SOLUTIONS INC<br>16 THORTON ROAD<br>OAKLAND NJ 07436                                |
| <b>Contact Person:</b>                        | MICHAEL PETRINO   |
| <b>Contact Phone:</b>                         | 201-337-3833-102  |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHI INTERNATIONAL<br>290 DAVIDSON AVENUE<br>SOMERSET NJ 08873                                       |
| <b>Contact Person:</b>                        | EMMY OKOBI  |
| <b>Contact Phone:</b>                         | 888-744-4084  |
| <b>Dealer/Distributor Name &amp; Address:</b> | VIRTUIT SYSTEMS INC<br>101 AIRPORT EXECUTIVE PAR.<br>NANUET NY 10954                                |
| <b>Contact Person:</b>                        | MICHAEL MURPHY  |
| <b>Contact Phone:</b>                         | 845-371-3060  |
| <b>Contract#: 89968</b>                       | <b>Title: NASPO VALUEPOINT COMPUTER</b>   |
| <b>Dealer/Distributor Name &amp; Address:</b> | ARROSOFT SOLUTIONS LLC<br>100 WOOD AVE<br>SUITE 119<br>ISELIN NJ 08830                              |
| <b>Contact Person:</b>                        | KYLE RAPP   |
| <b>Contact Phone:</b>                         | 732-228-2426  |
| <b>Dealer/Distributor Name &amp; Address:</b> | ASPIRE TECHNOLOGY PARTNERS LLC<br>25 JAMES WAY<br>EATONTOWN NJ 07724                                |
| <b>Contact Person:</b>                        | DANIEL HARRIS   |
| <b>Contact Phone:</b>                         | 732-847-9611  |
| <b>Dealer/Distributor Name &amp; Address:</b> | CAROUSEL INDUSTRIES OF NORTH<br>AMERICA INC<br>3220 TILLMAN DRIVE<br>SUITE 118<br>BENSALEM PA 19020 |
| <b>Contact Person:</b>                        | MICHAEL BARNETT   |
| <b>Contact Phone:</b>                         | 267-223-2608  |

|   |  |
|---|--|
| <b>Dealer/Distributor Name &amp; Address:</b> | NEW ERA TECHNOLOGY NJ INC<br>535 US HIGHWAY 46<br>LITTLE FALLS NJ 07424                    |
| <b>Contact Person:</b>                        | WM PAUL NOLAN  |
| <b>Contact Phone:</b>                         | 973-253-7600   |
| <b>Dealer/Distributor Name &amp; Address:</b> | NWN CORPORATION<br>303 FELLOWSHIP RD/STE 110<br>MT LAUREL NJ 08054                         |
| <b>Contact Person:</b>                        | MATT HIMMELSTEIN   |
| <b>Contact Phone:</b>                         | 856-914-5603   |
| <b>Dealer/Distributor Name &amp; Address:</b> | OCEAN COMPUTER GROUP INC<br>90 MATAWAN ROAD<br>SUITE 105<br>MATAWAN NJ 07747-2624          |
| <b>Contact Person:</b>                        | LOUIS TSOTAKOS   |
| <b>Contact Phone:</b>                         | 908-493-1900   |
| <b>Dealer/Distributor Name &amp; Address:</b> | PRESIDIO NETWORKED SOLUTIONS<br>GROUP LLC<br>110 PARKWAY DRIVE SOUTH<br>HAUPPAUGE NY 11788 |
| <b>Contact Person:</b>                        | AARON TANDOURJIAN  |
| <b>Contact Phone:</b>                         | 610-684-2928   |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHI INTERNATIONAL CORP<br>290 DAVIDSON AVE<br>SOMERSET NJ 08873                            |
| <b>Contact Person:</b>                        | KATIE OKANE  |
| <b>Contact Phone:</b>                         | 732-868-5904   |
| <b>Dealer/Distributor Name &amp; Address:</b> | VIRTUIT SYSTEMS INC<br>101 AIRPORT EXECUTIVE PAR<br>NANUET NY 10954                        |
| <b>Contact Person:</b>                        | MICHAEL MURPHY   |
| <b>Contact Phone:</b>                         | 845-371-3060   |
| <b>Contract#:</b> 89972                       | <b>Title:</b> NASPO VALUEPOINT COMPUTER  |
| <b>Dealer/Distributor Name &amp; Address:</b> | CONTINENTAL RESOURCES INC<br>27 WORLDS FAIR DR<br>SOMERSET NJ 08873                        |
| <b>Contact Person:</b>                        | LOU DEMARCO  |
| <b>Contact Phone:</b>                         | 732-748-3630   |
| <b>Dealer/Distributor Name &amp; Address:</b> | DYNTEK<br>1120 ROUTE 73/STE 100<br>MOUNT LAUREL NJ 08054                                   |
| <b>Contact Person:</b>                        | DEBORA HARTMAN   |
| <b>Contact Phone:</b>                         | 856-834-1139   |





# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

**FORD M. SCUDDER**  
*State Treasurer*  
**MAURICE GRIFFIN**  
*ACTING Director*

**Amendment #: 03 (Revised)**  
**M-0483**  
**Solicitation #: 16-R-24098**

**TO:** All Using Agencies  
**DATE:** March 31, 2017  
**FROM:** James E. Strype, Procurement Lead  
**SUBJECT:** NASPO ValuePoint Computer Equipment

Please be advised that contract M0483 has been extended as noted:

| Vendor                      | State Contract # | Expiration Date | New Expiration Term in Years |
|-----------------------------|------------------|-----------------|------------------------------|
| ACE TECHNOLOGY PARTNERS LLC | 89964            | March 31, 2020  | 3                            |
| CISCO SYSTEMS INC           | 89966            | March 31, 2018  | 1*                           |
| COMPUTER TECHNOLOGY LINK    | 89971            | March 31, 2020  | 3                            |
| DELL MARKETING LP           | 89967            | March 31, 2020  | 3                            |
| EMC CORPORATION             | 89968            | March 31, 2020  | 3                            |
| FIREFLY COMPUTERS LLC       | 89970            | March 31, 2020  | 3                            |
| FUJITSU AMERICA INC         | 89972            | March 31, 2018  | 1*                           |
| HEWLETT PACKARD ENTERPRISE  | 40116            | March 31, 2018  | 1*                           |
| HITACHI DATA SYSTEMS CORP   | 89975            | March 31, 2020  | 3                            |
| HOWARD INDUSTRIES INC       | 89976            | March 31, 2020  | 3                            |
| HP INC                      | 89974            | March 31, 2020  | 3                            |
| IBM CORPORATION             | 40047            | March 31, 2018  | 1*                           |
| LENOVO UNITED STATES INC    | 40121            | March 31, 2020  | 3                            |
| MICROSOFT CORPORATION       | 40166            | March 31, 2020  | 3                            |
| NETAPP INC                  | 89977            | March 31, 2020  | 3                            |
| NIMBLE STORAGE INC          | 89978            | March 31, 2020  | 3                            |
| ORACLE AMERICA INC          | 42967            | March 31, 2018  | 1*                           |
| PANASONIC CORPORATION       | 89980            | March 31, 2018  | 1*                           |
| PURE STORAGE INC            | 89981            | March 31, 2018  | 1*                           |
| TEGILE SYSTEMS INC          | 41458            | March 31, 2018  | 1*                           |
| TINTRI INC                  | 40294            | March 31, 2018  | 1*                           |
| TRANSOURCE SERVICES CORP    | 89982            | March 31, 2020  | 3                            |
| XIOTECH CORPORATION         | 89983            | March 31, 2020  | 3                            |

All other terms and conditions remain the same.  
Please retain this amendment with your Notice of Award for future reference.

**1.0 BACKGROUND**

**1.1 PURPOSE AND INTENT**

The purpose of Term Contract M0483 Computer Equipment, Peripherals & Related Services (“the contract” or “M0483”) is to provide Using Agencies and Cooperative Purchasing Partners with a mechanism to procure computer equipment, peripherals and related services.

The State of New Jersey participated in the competitive bid process with the lead state of Minnesota. The sourcing team was comprised of members from Alaska, Arkansas, California, Colorado, Delaware, Iowa, Louisiana, Minnesota, Nebraska, Nevada, Oregon, and South Carolina, to leverage the combined purchasing power of these states and to achieve significant cost savings for taxpayers.

Minnesota entered a Master Agreement with following vendors for the bands indicated:

| <b>Band 1-Desktop</b>   | <b>Band 2-Laptop</b>   | <b>Band 3-Tablet</b>  | <b>Band 4-Server</b>   | <b>Band 5-Storage</b>  |
|---|--|---|--|--|
| Ace<br>Apple<br>Bytespeed<br>Ciara<br>CTL<br>Dell<br>Fujitsu<br>Grace<br>HP Inc.<br>Howard<br>Lenovo<br>M&A<br>Transource | Apple<br>Bytespeed<br>Ciara<br>CTL<br>Dell<br>Fujitsu<br>Grace<br>HP Inc.<br>Howard<br>Lenovo<br>Microsoft<br>Panasonic<br>Toshiba<br>Transource | Apple<br>Bytespeed<br>Ciara<br>CTL<br>Dell<br>Fujitsu<br>HP Inc.<br>Howard<br>Lenovo<br>M&A<br>Microsoft<br>Panasonic<br>Samsung<br>Toshiba<br>Transource | Apple<br>Bytespeed<br>Ciara<br>CTL<br>Dell<br>Fujitsu<br>Hewlett<br>Packard<br>Enterprise<br>Howard<br>IBM<br>Lenovo<br>M&A<br>Panasonic<br>Samsung<br>Toshiba<br>Transource | Ace<br>Bytespeed<br>CTL<br>Dell<br>EMC<br>Fujitsu<br>Grace<br>Hewlett Packard<br>Enterprise<br>Hitachi<br>Howard<br>IBM<br>Lenovo<br>M&A<br>Microtech<br>Netapp<br>Nimble<br>Oracle<br>Pure Storage<br>Tegile<br>Tintri<br>Transource<br>Violin Memory<br>Xitech |

\*Bolded contractors have a State contract

As of October 1, 2015 New Jersey awarded a state contract to Ace Technology Partners, LLC, Cisco Systems, Inc., CTL, Dell Marketing LP, EMC Corporation, Firefly Computers LLC, Fujitsu America, Inc., Grace Global Inc., Hewlett Packard Company, Hitachi Data Systems Corporation, Howard Computers, Netapp Inc., Nimble Inc., Panasonic Corporation of North America, Pure Storage Inc., Transource Service Corporation, and Xitech Corporation.

As other vendors with a Master Agreement with Minnesota comply with State documentation requirements and execute a State PA, a state contract will be created under M0483.

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
  - o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

#### **1.4 CONTRACT NUMBERS AND TERM**

The State contract numbers are specified below:

| Vendor                                 | NASPO ValuePoint Master Agreement # | NJ State Contract # |
|--|-------------------------------------|---------------------|
| Ace Technology Partners, LLC           | MNWNC-101                           | 89964               |
| Cisco Systems, Inc.                    | MNWNC-105                           | 89966               |
| Computer Technology Link Corp (CTL)    | MNWNC-106                           | 89971               |
| Dell Marketing LP                      | MNWNC-108                           | 89967               |
| EMC Corporation                        | MNWNC-109                           | 89968               |
| Firefly Computers, LLC                 | MNWNC-110                           | 89970               |
| Fujitsu America Inc.                   | MNWNC-111                           | 89972               |
| Grace Global Inc.                      | MNWNC-112                           | 89973               |
| HP Inc.                                | MNNVP-133                           | 89974               |
| Hewlett Packard Enterprise             | MNNVP-134                           | 40116               |
| Hitachi Data Systems Corporation       | MNWNC-113                           | 89975               |
| Howard Industries Inc.                 | MNWNC-114                           | 89976               |
| IBM Corporation                        | MNWNC-116                           | 40047               |
| Lenovo                                 | MNWNC-117                           | 40121               |
| Microsoft Corporation                  | MNWNC-119                           | 40166               |
| Netapp Inc.                            | MNWNC-121                           | 89977               |
| Nimble Storage Inc.                    | MNWNC-122                           | 89978               |
| Oracle America Inc.                    | MNWNC-123                           | 42967               |
| Panasonic Corporation of North America | MNWNC-124                           | 89980               |
| Pure Storage Inc.                      | MNWNC-125                           | 89981               |
| Tegile Systems Inc                     | MNWNC-127                           | 41458               |
| Tintri Inc.                            | MNWNC-128                           | 40294               |
| Transource Service Corp.               | MNWNC-130                           | 89982               |
| Xiotech Corporation                    | MNWNC-132                           | 89983               |

The contract term is October 1, 2015 through March 31, 2018.

#### **1.5 OBTAINING QUOTES**

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.

Fax: 503.526.9135  
 Email: Fgloekler@ctl.net  
 Website  
<http://ctl.net>

**DELL MARKETING LP**

| Name  | E-mail Address   | Business Line | Mobile         |
|---|--|---------------|----------------|
| <b>For product, pricing, and ordering inquiries</b>   |  |               |                |
| Stephanie Schrader<br>Account Executive – State of NJ   | <a href="mailto:Stephanie.Schrader@Dell.com">Stephanie.Schrader@Dell.com</a>     |               | (609)-672-1163 |
| Tyler Cummins<br>Inside Sales Representative – State of NJ  | <a href="mailto:Tyler.Cummins@Dell.com">Tyler.Cummins@Dell.com</a>               | 512-513-1588  |                |
| Bill Amato<br>Account Executive – Northern NJ SLED  | <a href="mailto:Bill.Amato@Dell.com">Bill.Amato@Dell.com</a>                     |               | (973)-570-3869 |
| Lee Johnson Jr<br>Inside Sales Representative – Northern NJ SLED  | <a href="mailto:Lee.Johnson.Jr@Dell.com">Lee.Johnson.Jr@Dell.com</a>             | 512-513-3172  |                |
| TBD<br>Account Executive – Central NJ SLED  | <a href="mailto:Jeff.Tegzes@Dell.com">Jeff.Tegzes@Dell.com</a>                   |               | (609)-738-7695 |
| Beatrice Guerrero<br>Inside Sales Representative – Central NJ SLED  | <a href="mailto:Reed.Neff@Dell.com">Reed.Neff@Dell.com</a>                       | 512-513-1733  |                |
| Eric Gregg<br>Account Executive – Southern NJ SLED  | <a href="mailto:Eric.Gregg@Dell.com">Eric.Gregg@Dell.com</a>                     |               | (267) 207-5399 |
| Bobby Anderson<br>Inside Sales Representative – Southern NJ SLED  | <a href="mailto:Bobby.Anderson@Dell.com">Bobby.Anderson@Dell.com</a>             | 512-513-9145  |                |
| Cassandra Hill<br>Account Executive – NJ Hi Ed  | <a href="mailto:Cassandra.Hill@Dell.com">Cassandra.Hill@Dell.com</a>             |               | (732) 353-9178 |
| Tim Durham<br>Inside Sales Representative – NJ Hi Ed  | <a href="mailto:Tim.Durham@Dell.com">Tim.Durham@Dell.com</a>                     | 512-513-9016  |                |
| Paul DiFrancescantonio<br>Account Executive – NJ Hi Ed  | <a href="mailto:Paul.DiFrancescanton@Dell.com">Paul.DiFrancescanton@Dell.com</a> |               | (973) 255-6929 |
| Chris Cantrell<br>Inside Sales Representative – NJ Hi Ed  | <a href="mailto:Chris.Cantrell@Dell.com">Chris.Cantrell@Dell.com</a>             | 512-513-0089  |                |
| <b>For management assistance</b>  |  |               |                |
| Troy Gallo<br>Outside Regional Sales Director – NJ Public   | <a href="mailto:Troy.Gallo@dell.com">Troy.Gallo@dell.com</a>                     |               | 732-692-7022   |
| Courtney Brown<br>Inside Regional Sales Manager – NJ Public   | <a href="mailto:Courtney.N.Brown@DELL.com">Courtney.N.Brown@DELL.com</a>         | 512-513-3825  |                |
| <b>For contract inquiries</b>   |  |               |                |
| Diane Wington<br>NASPO ValuePoint (WSPA) Program Contract Manager   | <a href="mailto:Diane.Wington@Dell.com">Diane.Wington@Dell.com</a>               | 512-728-4805  |                |
| <b>Other:</b>   |  |               |                |
| Returns: <a href="http://www.dell.com/CommercialReturns">www.dell.com/CommercialReturns</a>   |  |               |                |
| Order Support: <a href="http://www.dell.com/CommercialCareSupport">www.dell.com/CommercialCareSupport</a>   |  |               |                |
| Email Customer Support: <a href="http://www.dell.com/CommercialCareForm">www.dell.com/CommercialCareForm</a>  |  |               |                |
| Request Invoice: <a href="http://www.dell.com/CommercialInvoice">www.dell.com/CommercialInvoice</a>   |  |               |                |
| <b>Dell Ordering Address:</b>   |  |               |                |
| Dell Marketing LP   |  |               |                |
| One Dell Way  |  |               |                |
| Round Rock, TX 78682  |  |               |                |
| <b>Website</b>  |  |               |                |
| <a href="http://www.dell.com/learn/us/en/04/slg/newiersev?c=us&amp;l=en&amp;s=bsd&amp;cs=04">http://www.dell.com/learn/us/en/04/slg/newiersev?c=us&amp;l=en&amp;s=bsd&amp;cs=04</a> |  |               |                |

**EMC CORPORATION**

|  |
|--|
| <b>Contract Manager</b>  |
| Renee Brand<br>2999 Douglas Blvd., Suite 275, Roseville, CA95661<br>651-338-3637<br>NASPO.ValuePoint@emc.com |
| <b>Website</b>   |
| <a href="http://www.emc.com/emcnaspovaluepoint.com">www.emc.com/emcnaspovaluepoint.com</a>                   |

## Isilon Build of Materials

|                   |   |     |
|-------------------|---|-----|
| PS-PD-ISNTRACKING | ISILON PRODEPLOY TRACKING                   | 1   |
| PSINST-ESRS       | ZERO DOLLAR ESRS INSTALL                    | 1   |
| ISSD-400GB        | ISD - 400GB SSD                             | 4   |
| IA200-4T-400G     | A200-2.2GHZ/2C/16G+15X4TB SAT/400GB         | 4   |
| PS-BAS-ISIIMPENT  | IMPLEMENT ISILON ENTERPRISE OR<br>ESSENTIAL | 1   |
| 851-0258          | SWITCH 10GBE 24P 2PS CELESTICA              | 2   |
| 851-0263          | CABLE ETHERNET 10G PASS SFP+ 3M             | 16  |
| ICH-NORM          | BASE CHASSIS - NORMAL                       | 1   |
| 800-0078          | PWRCD KIT FOR GEN6 NORMAL CHASSIS           | 2   |
| IFEIO-10GBE-B     | 2X10GBE (SFP+) L/M W/O OPTICS               | 4   |
| IBEIO-10GBE       | 2X10GBE (SFP+) BACK END W/O OPTICS          | 4   |
| PS-BAS-ISIINS4N   | ISILON INSTALL 4 NODES BASE                 | 1   |
| 851-0296          | TRANSCEIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6     | 4   |
| M-PSM-HW-I-002    | PROSUPPORT W/MISSION CRITICAL-<br>HARDWARE  | 1   |
| 458-001-983       | ENTERPRISE BUNDLE CAPACITY T4 PER<br>TB=CB  | 240 |
| M-PSM-SW-I-002    | PROSUPPORT W/MISSION CRITICAL-<br>SOFTWARE  | 1   |
| 458-001-962       | ENTERPRISE BUNDLE TIER 4=ID                 | 4   |
| M-PSM-SW-I-002    | PROSUPPORT W/MISSION CRITICAL-<br>SOFTWARE  | 1   |
| 458-001-863       | ONEFS PRODUCT                               | 1   |
| 456-111-837       | ONEFS BASE LICENSE TIER 4=ID                | 4   |
| 456-111-841       | ONEFS CAPACITY LICENSE TIER 4 =CB           | 240 |
| M-PSM-SW-I-002    | PROSUPPORT W/MISSION CRITICAL-<br>SOFTWARE  | 1   |



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHI INTERNATIONAL CORP.  
**Trade Name:**  
**Address:** 290 DAVIDSON AVENUE  
SOMERSET, NJ 08873-3135  
**Certificate Number:** 0078008  
**Effective Date:** December 11, 1989  
**Date of Issuance:** October 04, 2018

**For Office Use Only:**  
20181004153925993

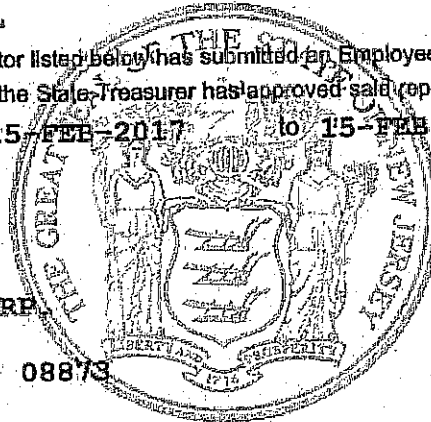
Certification 15505

## 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-2017** to **15-FEB-2020**

SHI INTERNATIONAL, CORP  
290 DAVIDSON AVE.  
SOMERSET NJ 08878



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

**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 : SHI International Corp.  
Address : 290 Davidson Ave., Somerset, NJ 08873  
Telephone No. : 732-564-8130  
Contact Name : John Minnella

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**



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): John Oese, Lead Vendor Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8130

Date: 8/3/18

**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: John Oese, Lead Vendor Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8130

Date: 8/3/18

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

City Clerk File No. Res. 18-947

Agenda No. 10.X

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD INTERCEPTOR UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

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

**WHEREAS**, the Department of Public Safety, Division of Police need to replace interceptor vehicles that are old, and past any attempts for upgrade or repairs; 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 Ford Interceptor utility vehicles for a total contract amount of two hundred four thousand, two hundred dollars (\$204,200.00); and

**WHEREAS**, funds are available for this contract in the Capital Account;

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-176-990 | 130892 | A88728         | \$204,200.00   |

**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 \$204,200.00 for the purchase and delivery of Ford Interceptor utility 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. 18-947

Agenda No. 10.X OCT 24 2018

TITLE: .

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD INTERCEPTOR UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

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 |
|-------------------|--------|----------------|----------------|
| 04-215-55-176-990 | 130892 | A88728         | \$204,200.00   |

Approved by: Peter Folgado  
Peter Folgado, Director of Purchasing  
RPPO, QPA

10/15/18  
Date

PF/pv  
10/12/18

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

APPROVED AS TO LEGAL FORM

R.R.  
10-15-18

APPROVED: 166  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| 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 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 INTERCEPTOR UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**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@jenj.org<br>myvalenti@jenj.org     |

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

- ↓ To purchase eight (8) Police Interceptor Utility, All Wheel Drive.
- ↓ Each cost \$25,525.00
- ↓ Will be used for patrol citywide

Cost (Identify all sources and amounts)

04-215-55-176-990 (Police Capital)  
  
Total Contract amount =\$204,200.00

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]*  
Signature of Department Director P.G.S.      10/15/18  
Date

*[Signature]*  
Signature of Purchasing Director      10/15/18  
Date

Search

**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 |

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

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

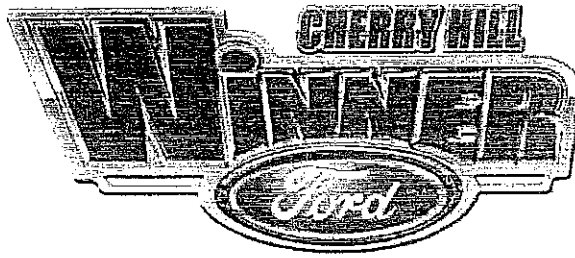
**Search NOAs**

|                         |                             |
|-------------------------|-----------------------------|
| <b>Index #:</b>         | T-2776                      |
| <b>Contract #:</b>      | VARIOUS                     |
| <b>Contract Period:</b> | FROM: 03/16/15 TO: 03/15/19 |

|   |   |
|---|---|
| <b>Contact Person:</b>  | BARBARA M BEYER   |
| <b>Contact Phone:</b>   | 973-644-3200  |
| <b>Order Fax:</b>   | 973-267-8658  |
| <b>Contract#:</b>   | 88730   |
| <b>Expiration Date:</b>   | 03/15/19  |
| <b>Terms:</b>   | NONE  |
| <b>Delivery:</b>  | 17 WEEKS ARO  |
| <b>Small Business Enterprise:</b>   | NO  |
| <b>Minority Business Enterprise:</b>  | NO  |
| <b>Women Business Enterprise:</b>   | YES   |
| <b>Cooperative Purchasing *:</b>  | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| <b>Vendor Name &amp; Address:</b>   | CELEBRITY CHRYSLER JEEP<br>BEYER OF MORRISTOWN LLC<br>200 RIDGEDALE AVENUE<br>MORRISTOWN, NJ 07960-4089 |
| <b>Contact Person:</b>  | BARBARA M BEYER   |
| <b>Contact Phone:</b>   | 973-267-8300  |
| <b>Order Fax:</b>   | 973-539-3831  |
| <b>Contract#:</b>   | 88731   |
| <b>Expiration Date:</b>   | 03/15/19  |
| <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>   | YES   |
| <b>Cooperative Purchasing *:</b>  | YES   |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |   |
|   |   |
| <b>Vendor Name &amp; Address:</b>   | CHAS S WINNER INC<br>DBA WINNER FORD<br>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>   | 88728   |
| <b>Expiration Date:</b>   | 03/15/19  |

|       | CONTRACT LINES<br>15 AND 16.  |              |      |            |               |
|-------|---|--------------|------|------------|---------------|
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00002 | COMM CODE: 071-05-084094<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVs, AND...]<br><br>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)  | 1.000        | EACH | 15.00%     | N/A           |
| LINE# | DESCRIPTION/MFGR/BRAND  | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE    |
| 00005 | COMM CODE: 071-80-084097<br>[AUTOMOBILES, SCHOOL BUSES,<br>SUVs, AND...]<br><br>ITEM DESCRIPTION:<br>SPORT UTILITY VEHICLE, POLICE<br>PURSUIT,<br>2WD/AWD, AS SPECIFIED IN THE RFP.<br>(SECTION 3, T-2776)<br><br>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.<br><br>DEALERS OPTIONS:<br>-----<br>1. TWO 1" HOLES IN FIREWALL | 1.000        | EACH | N/A        | \$25525.00000 |





(856) 214-0755 Phone

(856) 488-1915 Fax

Michael Drahuschak

[mdrahuschak@winnerford.com](mailto:mdrahuschak@winnerford.com)

N.J. Contract # 88728

September 24, 2018

2018 Police Interceptor Utility, All Wheel Drive

Base Vehicle

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> |



# 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 #20 T-2776

SOLICITATION #23642  
March 13, 2018

**TO:** All Using Agencies and  
Cooperative Purchasing Participants

**FROM:** Sepi Ghorbani, Procurement Specialist, Commodities Fleet Unit

**SUBJECT:** **Blanket P.O. {Contract} Extension** – Police Vehicles: Sedans, Sport Utility  
Vehicles and Trucks

**CONTRACT PERIOD:** Original Term: 3/16/15-3/15/16  
1<sup>st</sup> Extension Period: 3/16/16 - 3/15/17  
2<sup>nd</sup> Extension Period: 3/16/17 - 3/15/18  
3<sup>rd</sup> Extension Period: 3/16/18 - 3/15/19

Please be advised that the following Blanket P.O. {Contract} Sections have been extended through  
March 15, 2019 at the same pricing, terms, conditions and specifications:

| <u>Sections</u> | <u>Contracted Vehicle</u>                   | <u>Blanket P.O. {Contract}<br/>Number</u> | <u>Vendor {Contractor}</u>   |
|-----------------|---|---|--|
| Section 1       | Ford Police Interceptor Sedan<br>FWD Marked | A88728                                    | Chas S. Winner Inc. DBA Winner Ford (Winner Ford)                        |
| Section 2       | Dodge Charger Sedan Police<br>RWD           | A88729                                    | Hertrich   |
| Section 3       | Ford Utility Police<br>Interceptor AWD      | A88728                                    | Winner Ford  |
| Section 3       | Chevrolet Tahoe PPV 2WD                     | A88729                                    | Hertrich   |
| Section 4       | Dodge Durango SSV 4WD                       | A88731                                    | Celebrity Chrysler Jeep Beyer of Morristown LLC<br>(Beyer of Morristown) |
| Section 4       | Ford Expedition XL SSV<br>4WD               | A88730                                    | Beyer Ford LLC (Beyer Ford)  |

|           |  |        |                     |
|-----------|--|--------|---------------------|
| Section 4 | Chevrolet Tahoe SSV 4WD                      | A88729 | Hertrich            |
| Section 5 | Ford Expedition EL SSV<br>4WD                | A88728 | Winner Ford         |
| Section 6 | RAM 1500 Crew Cab SSV<br>4WD                 | A88731 | Beyer of Morristown |
| Section 6 | Chevrolet Silverado 1500<br>Crew Cab SSV 4WD | A88729 | Hertrich            |
| Section 6 | Ford F-150 Super Crew XL<br>SSV 4WD          | A88728 | Winner Ford         |

Please be advised that the following Blanket P.O. {Contract} Section has been extended through March 15, 2019 with a price increase:

| <u>Section # and Blanket<br/>PO {Contract} #</u> | <u>Contracted Vehicle</u>              | <u>Vendor {Contractor}</u> | <u>Current<br/>Blanket PO<br/>{Contract}<br/>Price</u> | <u>Revised Blanket PO<br/>{Contract} Price</u> |
|--|--|----------------------------|--|--|
| 3/A88728   | Ford Utility Police<br>Interceptor AWD | Winner Ford                | \$24,527.00  | \$25,525.00                                    |

**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.



## 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:** October 12, 2018

**For Office Use Only:**  
20181012132104048

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 Drathesidak Sr. Mgr

Representative's Signature: [Signature]

Name of Company: WINNAN FOOD

Tel. No.: 856-214-0755

Date: 9/19/18

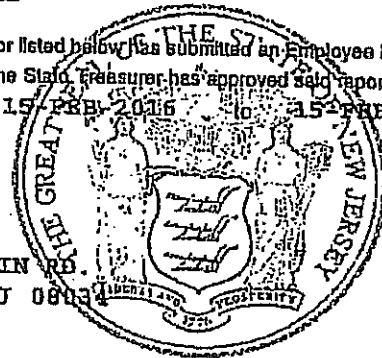


Certification 1124

**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 08013



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

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 8, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa502lnx.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa502lnx.pdf)

SECTION A - COMPANY IDENTIFICATION

|  |   |   |
|--|---|---|
| 1. FID. NO. OR SOCIAL SECURITY<br>2106711021   | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br>127 132 |
| 4. COMPANY NAME<br>Winner Ford   |   |   |
| 5. STREET<br>250 Haddonfield Berlin Rd   | CITY<br>Cherry Hill   | COUNTY<br>Camden  |
|  | STATE<br>NJ   | ZIP CODE<br>08034                                       |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>Chas S. Winner Inc.  |   |   |
|  | CITY<br>Cherry Hill   | STATE<br>NJ   |
|  |   | ZIP CODE<br>08034                                       |
| 7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |   |   |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ   |   |   |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT  |   |   |
| 10. PUBLIC AGENCY AWARDED CONTRACT   |   |   |
|  | CITY  | COUNTY  |
|  |   | STATE   |
|  |   | ZIP CODE  |
| Official Use Only  | DATE RECEIVED   | MAILED 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 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>(Col. 2 & 3)   | COL. 2<br>MALE | COL. 3<br>FEMALE | MALE   |          |        |       |          | FEMALE |          |        |       |          |  |    |
|  |   |                |                  | BLACK  | HISPANIC | INDIAN | ASIAN | NON-MIN. | BLACK  | HISPANIC | INDIAN | ASIAN | NON-MIN. |  |    |
| Officials/Managers                             | 24  | 20             | 4                | 1  | 1        |        |       |          |        | 18       |        |       |          |  | 4  |
| Professionals                                  |   |                |                  |  |          |        |       |          |        |          |        |       |          |  |    |
| Technicians                                    |   |                |                  |  |          |        |       |          |        |          |        |       |          |  |    |
| Sales Workers                                  | 37  | 34             | 3                | 2  |          | 2      |       |          |        | 30       |        |       |          |  | 3  |
| Office & Clerical                              | 13  | 4              | 9                | 1  |          | 1      |       |          |        | 2        |        | 1     |          |  | 8  |
| Craftworkers (Skilled)                         | 22  | 22             |                  | 1  |          | 1      |       |          |        | 20       |        |       |          |  |    |
| Operators (Semi-skilled)                       | 16  | 16             |                  |  |          | 3      | 8     |          |        | 5        |        |       |          |  |    |
| Laborers (Unskilled)                           | 20  | 20             |                  | 1  | 1        | 1      |       |          |        | 17       |        |       |          |  |    |
| Service Workers                                |   |                |                  |  |          |        |       |          |        |          |        |       |          |  |    |
| TOTAL  | 132   | 116            | 16               | 6  | 5        | 13     |       |          |        | 92       |        | 1     |          |  | 15 |
| 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>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 13. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED<br>From 9-9-2015 To 9-15-2015   |   |   |

SECTION C - SIGNATURE AND IDENTIFICATION

|  |                                    |                     |   |
|--|------------------------------------|---------------------|---|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Cynthia Pettry | SIGNATURE<br><i>Cynthia Pettry</i> | TITLE<br>HR Payroll | DATE<br>MO. DAY YEAR<br>2/2/16                                |
| 17. ADDRESS NO. & STREET<br>250 Berlin Rd                            | CITY<br>Cherry Hill                | COUNTY<br>Camden    | STATE<br>NJ   |
|  |                                    | ZIP CODE<br>08034   | PHONE (AREA CODE, NO., EXTENSION)<br>856-211-4256-4111 x 1188 |



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

City Clerk File No. Res. 18-948

Agenda No. 10.Y

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON NOVEMBER 1, 2018 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of \$999,044.00 to **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, Resolution No. 16.711, approved on October 26, 2016, exercised the first of two renewal options for a total contract amount of \$1,046,242.26; and

**WHEREAS**, Resolution No. 17.842, approved on October 25, 2017, exercised the final renewal option for a total contract amount of \$1,070,259.71; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed three (3) months effective November 1, 2018 while the City updates and revises the bid specifications; and

**WHEREAS**, the total cost of the contract extension shall not exceed the sum of \$300,000.00; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

**WHEREAS**, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

**WHEREAS**, funds in the amount of \$100,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 18-01-201-26-291-314.**

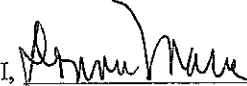
**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The extension of a contract with Temco Building Maintenance for providing janitorial services at various buildings throughout the City on a month-to-month basis not to exceed three (3) months effective November 1, 2018 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$300,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year permanent budget shall be subject to the appropriation of sufficient funds in the 2019 temporary budget.

(Continued on Page 2)

TITLE:

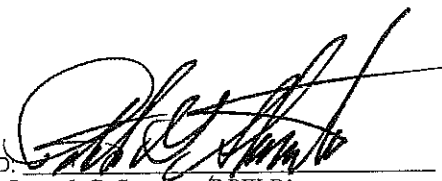
**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON NOVEMBER 1, 2018 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

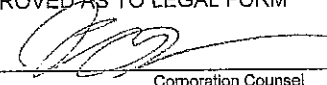
I,  Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance **Operating Account No. 18-01-201-26-291-314** for payment of the above resolution.


Requisition # **0185454**

Purchase Order # **130863**

October 11, 2018

APPROVED:   
 Patrick G. Stamatig, DPW Director

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

APPROVED:   
 Business Administrator

Certification Required   
 Not Required

JMcK  
 10/17/18

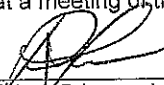
APPROVED 8-0

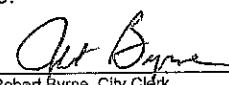
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |               |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON                                    | AYE | 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.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON NOVEMBER 1, 2018 OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

|                     |                              |                                  |
|---------------------|------------------------------|----------------------------------|
| Department/Division | DPW                          | Buildings and Street Maintenance |
| Name/Title          | Douglas Carlucci             | Director                         |
| Phone/email         | 201-547-4432<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:

- ✦ Provide janitorial services, floor care and blood cleanup citywide.
- ✦ For over twenty (20) locations.
- ✦ Extension is needed while the City prepares bid specification for advertisement.

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

01-201-26-291-314 (Buildings Operating)  
 Total Extension Amount =\$300,000.00  
 Temporary Amount =\$100,000.00

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

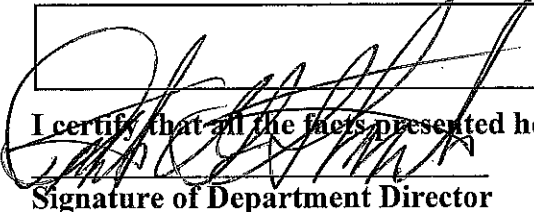
11/01/18 to 01/31/19

**Type of award**

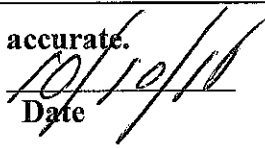
Contract Extension

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 17-842  
Agenda No. 10.Z.1  
Approved: OCT 25 2017



TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of \$999,044.00 to **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Resolution No. 16.711, approved on October 26, 2016, exercised the first of two renewal options for a total contract amount of \$1,046,242.26; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **November 1, 2017 and ending on October 31, 2018**; and

WHEREAS, the total cost of the contract renewal is **\$1,070,259.71**; and

WHEREAS, due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of \$71,215.71 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ for the period of November 1, 2017 to October 31, 2018; and

WHEREAS, funds in the amount of \$100,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 17-01-201-26-291-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Temco Building Maintenance** to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of November 1, 2017, and the total cost of the contract shall not exceed **\$1,070,259.71**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 17-842  
 Agenda No. 10.Z.1  
 TITLE: **OCT 25 2017**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 17-01-201-26-291-314 for payment of the above resolution.

Requisition # 0180716.

Purchase Order # 126650

September 29, 2017

APPROVED: [Signature] <sup>10/4/17</sup> APPROVED AS TO LEGAL FORM R.R.  
10-2-17  
 Patrick G. Stamato, DPW Director  
 APPROVED: \_\_\_\_\_ CORPORATION COUNSEL  
 Business Administrator  
 Certification Required   
 Not Required  **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| GAJEWSKI   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ABSENT |     |      |
| GADSDEN  | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓      |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

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

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

[Signature] [Signature]  
 Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.711

Agenda No. 10.5

Approved: OCT 26 2016

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.681, approved on September 24, 2015, awarded a one-year contract in the amount of \$999,044.00 to Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of November 1, 2016 and ending on October 31, 2017; and

WHEREAS, the total cost of the contract renewal is \$1,046,242.26; and

WHEREAS, due to the City's Living Wage Ordinance and provisions within the bid specifications, there is an increase of \$47,198.26 in the cost for health benefits for the contractor's employees according to the SEIU Union, Local 32BJ; and

WHEREAS, funds in the amount of \$100,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 16-01-201-26-291-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2017 calendar year temporary and permanent budgets.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Temco Building Maintenance to provide janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of November 1, 2016, and the total cost of the contract shall not exceed \$1,046,242.26;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 16.711  
 Agenda No. 10.5 OCT 26 2016

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Maurer Donna Maurer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 16-01-201-26-291-314 for payment of the above resolution.

Requisition # 0196 4440

Purchase Order # 122720

November 11, 2016

APPROVED: [Signature] <sup>Kok.</sup> APPROVED AS TO LEGAL FORM <sup>R.R. 10-27-16</sup>  
 Walter Kierca, Acting DPW Director  
 APPROVED: [Signature] \_\_\_\_\_  
 Business Administrator Councilman Council  
 Certification Required   
 Not Required

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.26.16**

| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
|---------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| GAJEWSKI      | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| HALLANAN      | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO      | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

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

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

[Signature] [Signature]  
 Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.581

Agenda No. 10.M

Approved: SEP 24 2015

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for Janitorial Services for the Department of Public Works/Building & Street Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Ten (10) Bids, the first and second lowest bidders, Best Cleaning Building Services and Beatty's Services Inc., requested in writing that their bids be withdrawn, therefore the next lowest bidder being that from Temco Building Maintenance, One Madison Street, Bldg D, East Rutherford, NJ 07073 in the total bid amount of Nine Hundred Ninety Nine Thousand, Forty Four (\$999,044.00) Dollars; and

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

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of Nine Hundred Ninety Nine Thousand, Forty Four (\$999,044.00) Dollars are available in Operating Acct #01-201-26-291-314; and

| Department of Public Works/Building & Street Maintenance |        |                |              |
|--|--------|----------------|--------------|
| Acct No.   | P.O. # |                | Amount       |
| 01-201-26-291-314  | 118350 | Temp. Encumb   | \$200,000.00 |
|  |        | Total Contract | \$999,044.00 |

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Temco Building Maintenance, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. and be it further

(Continued on page 2)



Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 15.681  
Agenda No. 10.M SEP 24 2015

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

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

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

I, Donna Maurer, Donna Maurer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

| Department of Public Works/Building & Street Maintenance |        |                | Amount       |
|--|--------|----------------|--------------|
| Acct No.   | P.O. # | Temp. Encumb   |              |
| 01-201-26-291-314  | 118350 |                | \$200,000.00 |
|  |        | Total Contract | \$999,044.00 |

Approved by Peter Folgado, PPS  
Peter Folgado, Director of Purchasing, RPPG, OPA

PR/pc  
9/11/15

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

APPROVED AS TO LEGAL FORM  
\_\_\_\_\_ R. J. Roberts  
Attorney Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15 |     |        |      |               |     |     |      |                |     |        |      |
|---|-----|--------|------|---------------|-----|-----|------|----------------|-----|--------|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY    | N.V. |
| GAJEWSKI  | ✓   |        |      | YUN           | ✓   |     |      | RIVERA         | ✓   |        |      |
| RAMCHAL   |     | ABSENT |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |        |      |
| BOGGIANO  | ✓   |        |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. |     | ABSENT |      |

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

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

\_\_\_\_\_ Rafaelo R. Lavara, Jr.  
Rafaelo R. Lavara, Jr., President of Council

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): James H. Van Kirk/Contracts Manager

Representative's Signature: \_\_\_\_\_

Name of Company: Temco Service Industries, Inc. dba ATALIAN Global Services

Tel. No.: 212-251-7882

Date: October 12, 2018

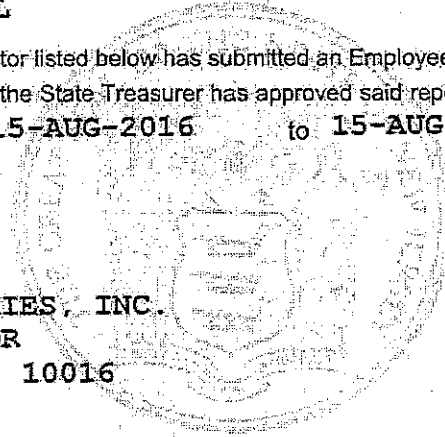
Certification 40383

# 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-2016** to **15-AUG-2019**

TEMCO SERVICE INDUSTRIES, INC.  
417 5TH AVE. 9TH FLOOR  
NEW YORK NY 10016



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER  
Acting State Treasurer

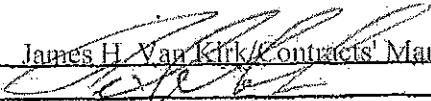
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of 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: James H. Van Kirk/Contracts' Manager  
Representative's Signature:   
Name of Company: Temco Service Industries, Inc. dba ATALIAN Global Services  
Tel. No.: 212-251-7882 Date: October 12, 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 : Temco Service Industries, Inc. dba ATALIAN Global Services  
Address : One Madison Street, Building D, East Rutherford, NJ 07073  
Telephone No. : 212-251-7882  
Contact Name : James H. Van Kirk

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: Temco Service Industries, Inc. dba ATALIAN Global Services

Address: One Madison Street, Building D, East Rutherford, NJ 07073

Telephone No. : 212-251-7882

Contact Name: James H. Van Kirk

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

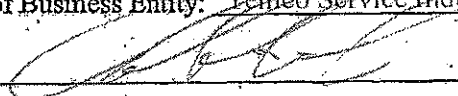
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Temco Service Industries, Inc. dba ATALIAN Global Services (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** October 12, 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 Temco Service Industries, Inc. dba ATALIAN Global Services (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.

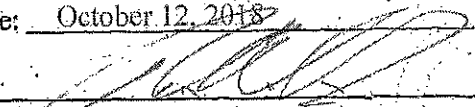
Name of Business Entity: Temco Service Industries, Inc. dba ATALIAN Global Services

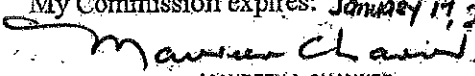
Signed  Title: Contracts' Manager

Print Name James H. Van Kirk Date: October 12, 2018

Subscribed and sworn before me  
this 12 day of October, 2018.

My Commission expires: January 17, 2021

  
(Affiant)  
James H. Van Kirk, Contracts' Manager  
(Print name & title of affiant) (Corporate Seal)

  
MAUREEN I. CHANNER  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01CH6353150  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES JANUARY 17, 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                                    |
|-------------------------------|---|
| ATALIAN Global Services, Inc. | 417 Fifth Avenue, 9th Floor, New York, NY 10016 |
|                               |   |
|                               |   |
|                               |   |
|                               |   |
|                               |   |
|                               |   |
|                               |   |

**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: Temco Service Industries, Inc. (dba ATALIAN Global Services)  
Signature of Affiant: [Signature] Title: Contracts' Manager  
Printed Name of Affiant: James H. Van Kirk Date: October 12, 2018

Subscribed and sworn before me this 12 day of October, 2018  
My Commission expires: January 17, 2021

[Signature]  
(Witnessed or attested by)  
\_\_\_\_\_  
(MAUREEN I. CHANNER)  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01CH6353150  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES JANUARY 17, 2021



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

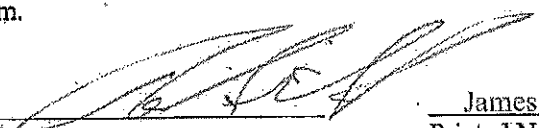
Required Pursuant To N.J.S.A. 19:44A-20.26

**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: | Temeo Service Industries, Inc. dba ATALIAN Global Services |           |            |
| Address:     | One Madison Street, Building D                             |           |            |
| City:        | East Rutherford  | State: NJ | Zip: 07073 |

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.

|   |                   |                    |
|---|-------------------|--------------------|
|  | James H. Van Kirk | Contracts' Manager |
| Signature   | Printed Name      | Title              |

**Part II - Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

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

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

Certification 40383

### 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-2016 to 15-AUG-2019

TEMCO SERVICE INDUSTRIES, INC.  
417 5TH AVE, 9TH FLOOR  
NEW YORK NY 10016



FORD M. SCUDDER  
Acting State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 292  
TRENTON, NJ 08646-0292

TAXPAYER NAME:  
TEMCO BUILDING MAINTENANCE INC.

TRADE NAME:

ADDRESS:  
417 5TH AVE  
NEW YORK NY 10016-5802

SEQUENCE NUMBER:

0401318

EFFECTIVE DATE

ISSUANCE DATE:

12/11/13

01/16/63

*Jane J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM BRG

This Certificate is NOT assignable or transferable - It must be conspicuously displayed at above address.

184-607-D2886481



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TEMCO BUILDING MAINTENANCE INC.

**Trade Name:**

**Address:** 417 5TH AVE  
NEW YORK, NY 10016-2204

**Certificate Number:** 0401318

**Effective Date:** January 16, 1963

**Date of Issuance:** October 10, 2018

**For Office Use Only:**

20181010090059321

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

City Clerk File No. Res. 18-949

Agenda No. 10.Z

Approved: OCT 24 2018



TITLE:

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution No. 14.198, approved on March 26, 2014, awarded a four-year contract in the total amount of \$198,163.20 to Canon Business Solutions for 10 color copiers for various locations for the City of Jersey City (City), Department of Public Works; and

**WHEREAS**, the contract for the 10 color copiers ended on March 25, 2018; and

**WHEREAS**, Resolution No. 18-619 approved June 27, 2018 approved a seven (7) month contract extension; and

**WHEREAS**, the City has another contract for 100 black and white Ricoh copiers which is due to expire on September 30, 2018; and

**WHEREAS**, an extension for the Ricoh copiers month-to-month not to exceed six (6) months is required; and

**WHEREAS**, the City expects to receive better prices as a result of combining the two contracts into one contract; and

**WHEREAS**, it is in the City's best interests to have one contract for 110 copiers instead of having two separate contracts; and

**WHEREAS**, it is necessary to extend the Canon color copiers contract month-to-month not to exceed six (6) months that the City can have one contract for the leasing and maintenance of black and white copiers and color copiers; and

**WHEREAS**, funds in the amount of \$ 15,000.00 are available in the unclassified operating account No. 01-201-31-433-304; and

**WHEREAS**, funds are encumbered for this contract extension not to exceed \$15,000.00 and;

**WHEREAS**, Pursuant to N.J.S.A. 5:30-5.5(d), the continuation of this 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 budget; and

(Continued on page 2)

City Clerk File No. Res. 18-949

Agenda No. 10.7 OCT 24 2018

TITLE:

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS**

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

The extension of the contract with Canon Solutions America, Inc. for 10 color copiers for the Department of Public Works for a period month-to-month not to exceed six (6) months is required; and

- 1) Effective as of October 1, 2018 is hereby authorized; and
- 2) Notice of this change order extending the contract shall be published once in a newspaper of general circulation as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 18-01-201-31-433-304** for payment of the above resolution.

**PO#** 131016

JMcK  
10/17/18

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ABSENT |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ✓      |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH CANON SOLUTIONS AMERICA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF TEN (10) COLOR COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS**

**Project Manager**

|                     |                         |                        |
|---------------------|-------------------------|------------------------|
| Department/Division | Business Administration |                        |
| Name/Title          | Brian Platt             | Business Administrator |
| Phone/email         | 201-547-4513            | bplatt@jcnj.org        |

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

**Contract Purpose**

[Empty box for Contract Purpose]

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

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

Not to exceed \$15,000

[Empty box for Contract term]

Type of award [Empty box]

If "Other Exception", enter type [Empty box]

**Additional Information**

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

[Signature]  
Signature of Department Director

10/7/18  
Date

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

City Clerk File No. Res. 18-950

Agenda No. 10.Z.1

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS**

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 13.658, approved on September 15, 2013 awarded a five-year contract in the total amount of \$ 699,900.00 for 100 black and white copiers for various locations for the City of Jersey City (City), Department of Public Works; and

**WHEREAS**, the contract for the 100 black and white copiers ends on September 30, 2018; and

**WHEREAS**, the City has another contract for 10 color Canon copiers which is due to expire on September 30, 2018; and

**WHEREAS**, an extension for the Ricoh copiers month-to-month not to exceed six (6) months is required; and

**WHEREAS**, the City expects to receive better prices as a result of combining the two contracts into one contract; and

**WHEREAS**, it is in the City's best interests to have one contract for 110 copiers instead of having two separate contracts; and

**WHEREAS**, it is necessary to extend the Ricoh black and white copiers contract month-to-month not to exceed six (6) months that the City can have one contract for the leasing and maintenance of black and white copiers and color copiers; and

**WHEREAS**, funds in the amount of \$ 40,000.00 are available in the unclassified operating account No. 01-201-31-433-304; and

**WHEREAS**, funds are encumbered for this contract extension not to exceed \$ 40,000.00 and;

**WHEREAS**, Pursuant to N.J.S.A. 5:30-5.5(d), the continuation of this 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 budget; and

(Continued on page 2)



City Clerk File No. Res. 18-950

Agenda No. 10.Z.1 OCT 24 2018

TITLE:

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS**

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

The extension of the contract with Ricoh USA, Inc. for 100 black and white copiers for the Department of Public Works for a period month-to-month not to exceed six (6) months is required; and

- 1) Effective as of October 1, 2018 is hereby authorized; and
- 2) Notice of this change order extending the contract shall be published once in a newspaper of general circulation as required by law.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 18-01-201-31-433-304** for payment of the above resolution.

PO# 131017

SMK  
10/17/18

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.24.18</u> |     |     |      |               |     |     |      |                |        |     |      |
|---|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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 Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED SIX (6) MONTHS OF A CONTRACT WITH RICOH USA, INC. FOR THE LEASING, MAINTENANCE (INCLUDING ALL SUPPLIES) OF ONE HUNDRED (100) BLACK AND WHITE COPIER MACHINES EFFECTIVE OCTOBER 1, 2018 FOR VARIOUS LOCATIONS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS**

**Project Manager**

|                     |                         |                        |
|---------------------|-------------------------|------------------------|
| Department/Division | Business Administration |                        |
| Name/Title          | Brian Platt             | Business Administrator |
| Phone/email         | 201-547-4513            | bplatt@jcnj.org        |

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

**Contract Purpose**

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

Not to exceed \$40,000

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

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

    *R B*      
Signature of Department Director

    10/7/18      
Date

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

City Clerk File No. Res. 18-951

Agenda No. 10.7.2

Approved: OCT 24 2018

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MCANDREW VUOTTO, LLC TO REPRESENT THE CITY OF JERSEY CITY TO SERVE AS SPECIAL COUNSEL IN THE MATTER OF CAL-HARBOR V. CITY OF JERSEY CITY, ET AL.**

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

**WHEREAS**, the City of Jersey City ("City") is a defendant in a lawsuit filed in Superior Court of New Jersey under Docket No. HUD-C-133-15 by Cal-Harbor; and

**WHEREAS**, the City entered into a settlement agreement with the plaintiff on September 26, 2017; and

**WHEREAS**, a dispute has arisen over the terms and conditions of the settlement agreement; and

**WHEREAS**, the City seeks to retain the law firm of McAndrew Vuotto, LLC who settled the lawsuit, to settle the dispute concerning the settlement agreement; and

**WHEREAS**, the law firm of McAndrew Vuotto, LLC agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$25,000**; and

**WHEREAS**, the law firm of McAndrew Vuotto, LLC possesses the skills and expertise to perform these services; and

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

**WHEREAS**, the law firm of McAndrew Vuotto, LLC has completed and submitted a Business Entity Disclosure Certificate which certified that they have 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 McAndrew Vuotto, LLC from making any reportable contributions during the term of the contract; and

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

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

**WHEREAS**, McAndrew Vuotto, LLC has submitted its Certification of Compliance with the City's contractor Pay-to-play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$25,000.00 are available for the cost of these services in **Account No. 18-01-201-23-210-312**; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of a professional services agreement with the law firm of McAndrew Vuotto, LLC is hereby ratified and authorized for one year effective September 7, 2018 for a total contract amount not to exceed **\$25,000**.

City Clerk File No. Res. 18-951

Agenda No. 10.Z.2 OCT 24 2018

TITLE:

**RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MCANDREW VUOTTO, LLC TO REPRESENT THE CITY OF JERSEY CITY TO SERVE AS SPECIAL COUNSEL IN THE MATTER OF CAL-HARBOR V. CITY OF JERSEY CITY, ET AL.**

- 2. The amount 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.;
- 3. This contract is awarded without competitive bidding as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. The Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form attached subject to such modification, as the Corporation Counsel deems appropriate or necessary; and

I, Donna Mauer, Chief Financial Officer, hereby certified that funds in the amount of \$25,000 are available in **Account No. 18-01-201-23-210-312**. PO # 130943


  
Donna Mauer, Chief Financial Officer

sr  
10.3.18

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

APPROVED AS TO LEGAL FORM

R.R.  
10-16-18

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

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

Business Administrator

Certification Required

Not Required

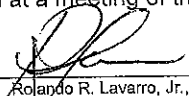
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ABSENT |     |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ✓      |     |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MCANDREW VUOTTO, LLC TO REPRESENT THE CITY OF JERSEY CITY TO SERVE AS SPECIAL COUNSEL IN THE MATTER OF CAL-HARBOR 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**

A dispute has arisen over the terms and conditions contain within the agreement of this matter.  
  
The City of Jersey City requires services of the attorney who previously settled this matter, Jonathan Vuotto from McAndrew Vuotto, LLC to settle dispute in connection with this matter.

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

Insurance Fund Commission  
18-01-201-23-210-312  
\$25,000

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

One Year

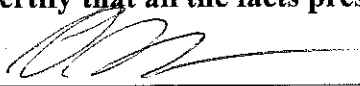
**Type of award**

Direct/Open

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

**Additional Information**

I certify that all the facts presented herein are accurate.

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

10/16/18  
\_\_\_\_\_  
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, McAndrew Vuotto, LLC, 222 Ridgedale Avenue, 2<sup>nd</sup> Floor, Cedar Knolls, NJ 07927 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel to serve as Special Counsel to the City of Jersey City; in Cal-Habor 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 \$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 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. POLITICAL CONTRIBUTION PROHIBITION**

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

## **V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

**WHEREAS, N.J.S.A. 40A:11-15** limits the term of a professional services contract to twelve months; and

**WHEREAS, N.J.S.A. 40A:11-15** limits the term of a professional services contract to twelve months; and

## **V. 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.

## **VI. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

The 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 Contract 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.

## **VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000 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). 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.

### **VIII. 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 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.

### **IX. 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.

## **X. 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.

## **XI. 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:**

**MCANDREW VUOTTO, LLC**

---

**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print) Jonathan P. Vuotto, Member  
Representative's Signature: [Signature]  
Name of Company: McAndrew Vuotto, LLC  
Tel. No.: 973-535-~~0700~~      Date: 10/3/18  
6308



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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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: Jonathan P. Vuotto, Member  
Representative's Signature: [Signature]  
Name of Company: McAndrew Vuotto, LLC  
Tel. No.: 973-538-6309 Date: 10/3/18  
6309

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

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

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

Business Name : McAndrew Vuotto, LLC  
Address : 222 Ridgedale Ave., 2nd Fl., Cedar Knolls, NJ 07927  
Telephone No. : 973-538-6308  
Contact Name : Jonathan P. Vuotto

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: McAndrew Votto, LLC  
Address: 333 Ridge Dale Ave. 2nd Fl. Cedar Knolls, NJ 07927  
Telephone No.: 973-538-6308  
Contact Name: Jonathan P. Votto

Please check applicable category:

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

**Definitions**  
**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

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

**Part I - Vendor Affirmation**

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

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arcy 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 W. McAndrew           | 6 Buckley Hill Rd., Marlton, NJ 07960  |
| Jonathan P. Vuotto           | 44 Buckley Hill Rd., Marlton, NJ 07960 |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: McAndrew Vuotto, LLC  
 Signature of Affiant: [Signature] Title: Member  
 Printed Name of Affiant: Jonathan P. Vuotto Date: 10/3/18

|  |  |
|--|--|
| Subscribed and sworn before me this <u>2<sup>nd</sup></u> day of <u>October</u> , 2018 | <u>[Signature]</u><br>(Witnessed or attested by) |
| My Commission expires: <u>MONICA HAHN</u><br>NOTARY PUBLIC OF NEW JERSEY               | _____<br>(Seal)                                  |

DEC. 29, 2020

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

**PART I - Vendor Affirmation**

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

Signed: [Signature] Title: Member

Print Name: Jonathan P. Vuotto Date: 10/3/18

Subscribed and sworn before me  
this 3<sup>rd</sup> day of October, 2018.  
My Commission expires:

[Signature]

[Signature]  
(Affiant)  
Jonathan P. Vuotto, Member  
(Print name & title of affiant) (Corporate Seal)

**MONICA HAHN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES DEC. 29, 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: | McAndrew Vuotto LLC         |        |       |
| Address:     | 222 Ridgedale Ave., 2nd Fl. |        |       |
| City:        | Cedar Knolls                | State: | NJ    |
|              |                             | Zip:   | 07927 |

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

Jonathan P. Vuotto  
Printed Name

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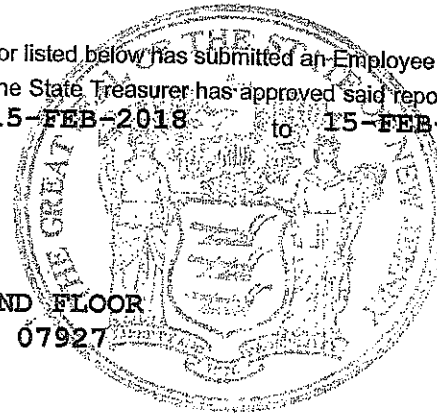
Check here if the information is continued on subsequent page(s)

Certification 58643

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-FEB-2018~~ to ~~15-FEB-2025~~

MCANDREW VUOTTO, LLC  
222 RIDGEDALE AVE., 2ND FLOOR  
CEDAR KNOLLS NJ 07927



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
Acting State Treasurer

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

MCANDREW VUOTTO LLC

ADDRESS:

222 RIDGEDALE AVENUE 2ND FLOOR  
CEDAR KNOLLS NJ 07927-0792

EFFECTIVE DATE:

01/05/18

TRADE NAME:

SEQUENCE NUMBER:

2195793

ISSUANCE DATE:

01/05/18

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

10-1-08, B-2050-46



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

City Clerk File No. Res. 18-952

Agenda No. 10.Z.3



## WITHDRAWN

**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GOLDBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL TO REPRESENT THE CITY OF JERSEY CITY IN THE BANKRUPTCY MATTER, IN RE: JEAN GASKINS**

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

**WHEREAS**, on or about September 29, 1995, G&H Development and Construction Company executed a Second Repayment Mortgage and Note with the City of Jersey City in the amount of \$255,000 for the property, a residential building with commercial space located at 327-329 Martin Luther King, also known as Block 22503, Lot 43 and Lot 48; and

**WHEREAS**, the Property is also subject to an Affordable Housing Development Agreement recorded on October 2, 1995 in the Office of the Register of the County of Hudson in Deed Book 4910 at page 190; and

**WHEREAS**, on December 6, 1999 Jean Gaskins executed an Assumption Agreement of Mortgage, Note and Affordable Housing Agreement with the City; and

**WHEREAS**, on or about June 4, 2015, Jean Gaskins filed a Chapter 7 bankruptcy petition under Case No. 15-20530; and

**WHEREAS**, pursuant to an Order entered on July 14, 2016, the Bankruptcy Trustee was authorized to sell the property to BH Ventures, LLC subject to the City's affordable housing restrictions and to distribute the proceeds from the sale of the property to satisfy in full any pre-petition municipal taxes or other municipal liens or tax sale certificate holder; and

**WHEREAS**, at the time of the bankruptcy, there existed three (3) third party tax sale certificates; and

**WHEREAS**, when the Trustee issued payment of the tax sale certificates to the City's Tax Collector, the tax office did not accept partial payments; and

**WHEREAS**, the Trustee filed a Motion with the Bankruptcy court to determine the estate's tax liability and cap the redemption amounts for the Tax Sale Certificates No. 2012-1782 held by Gregory Judge and No. 2014-2421 held by Blue Virgo; and

**WHEREAS**, pursuant to a Consent Order entered on May 23, 2018, the bankruptcy estate paid the taxes and charges it was liable for up to September 7, 2016 on the two tax sale certificates; and

**WHEREAS**, a dispute remains with the lien holder Blue Virgo with respect to discharging its tax Sale Certificate upon payment from the Trustee; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City; and

**WHEREAS**, it was in the City's best interest to appoint outside counsel with knowledge of Bankruptcy matters to represent the City of Jersey City; and

**WHEREAS**, the Corporation Counsel recommends that a contract be awarded to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq. (Pay-to-Play Law); and

**WHEREAS**, Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

TITLE: **RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GOLDBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL TO REPRESENT THE CITY OF JERSEY CITY IN THE BANKRUPTCY MATTER OF CITY OF JERSEY CITY V. JEAN GASKINS**

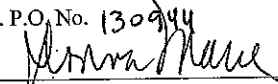
**WHEREAS**, an encumbrance in the amount of \$10,000 is available in Account No. 18-01-201-20-155-312; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill is hereby ratified and authorized for one year effective May 1, 2018 for a total contract amount of \$75,000.00; and
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 10:5-31 et seq.
3. The award of this contract shall be subject to the condition that Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification, as the Corporation Counsel deems appropriate or necessary.
5. 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; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, and shall be placed on file with this resolution.
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject the encumbrance of funds in the 2019 fiscal year budget.

I, Donna Mauer, Chief Financial Officer, 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. 130944

  
 Donna Mauer, Chief Financial Officer

igp  
 10/11/18

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

*RR*  
 10-12-18

APPROVED: \_\_\_\_\_  
 Business Administrator Corporation Counsel

**WITHDRAWN**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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.

## 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, **Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC**, 660 New Road, Suite 1A, Northfield, New Jersey 08225("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the matter *City of Jersey City v. Jean Gaskins*

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

- (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. 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 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.

## **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 D. Platt**  
Business Administrator

**WITNESS:**

**Goldenberg, Mackler, Sayegh,  
Mintz, Pfeffer, Bonchi & Gill**

\_\_\_\_\_  
**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: \_\_\_\_\_

(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 behalf, 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): Keith A. Bonchi, Esq., Partner

Representative's Signature: \_\_\_\_\_

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: 609-646-0222

Date: 10/12/18

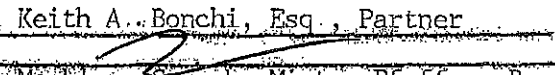
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated this 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): Keith A. Bonchi, Esq., Partner  
Representative's Signature:   
Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill  
Tel. No.: 609-646-0222 Date: 10/12/18

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

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

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

Business Name: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill  
Address: 660 New Road, Suite 1A, Northfield, NJ 08225  
Telephone No.: (609) 646-0222  
Contact Name: Keith A. Bonchi, Esq.

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise:**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

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

**Business Name:** Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill  
**Address:** 660 New Road, Suite 1A, Northfield, NJ 08225  
**Telephone No.:** (609) 646-0222  
**Contact Name:** Keith A. Bonchi, Esq.

**Please check applicable category:**

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**





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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 10 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  |
| Lavarte 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.

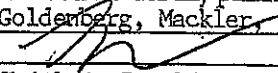
Check the box that represents the type of business entity:

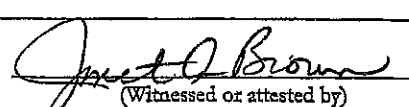
- Partnership     
  Prof. Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                 |
|------------------------------|--|
| Kenneth D. Mackler           | 412 N. Douglass Ave., Margate, NJ 08402      |
| Joseph Eran Sayegh           | 20 N. Nassau Ave., Margate, NJ 08402         |
| Lawrence A. Mintz            | 211 Schoolhouse Dr., Linwood, NJ 08221       |
| Mark Pfeffer                 | 604 Zion Road, Egg Harbor Twp., NJ 08234     |
| Keith A. Bonchi              | 2027 Cedarbridge Road, Northfield, NJ 08225  |
| Michael A. Gill              | 306 Steven Drive, Linwood, NJ 08221          |
| Michael J. Mackler           | 18 Harbour Lane, Margate, NJ 08402           |
| Joel M. Chipkin              | 7802 Marshall Ave., Margate, NJ 08402        |
| Francis J. Ballak            | 13 Tansgate Blvd., Berlin, NJ 08009          |
| Daniel G. Tracy              | 60 La Costa Drive, Egg Harbor Twp., NJ 08234 |

**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: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill  
 Signature of Affiant:  Title: Partner  
 Printed Name of Affiant: Keith A. Bonchi, Esq. Date: 10/12/18

Subscribed and sworn before me this 12<sup>th</sup> day of October, 2018.  
**JANET A. BROWN**  
 A Notary Public of New Jersey  
 My Commission expires: My Commission Expires April 28, 2019  
  
 (Witnessed or attested by)  
 (Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

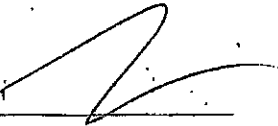
Required Pursuant To N.J.S.A. 19:44A-20.26

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

## Part I - Vendor Information

|              |  |        |    |      |       |
|--------------|--|--------|----|------|-------|
| Vendor Name: | Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill |        |    |      |       |
| Address:     | 660 New Road, Suite 1A                                     |        |    |      |       |
| City:        | Northfield   | State: | NJ | Zip: | 08225 |

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 \_\_\_\_\_ Keith A. Bonchi, Esq. Partner  
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)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLDENBERG, MACKLER & SAYEGH, PROFESSIONAL ASSOCIATION

**Trade Name:** PROFESSIONAL ASSOCIATION

**Address:** 1030 ATLANTIC AVE  
ATLANTIC CITY, NJ 08401-7427

**Certificate Number:** 0115867

**Effective Date:** May 02, 2002

**Date of Issuance:** October 19, 2015

**For Office Use Only:**

20151019131436562

Certification 14694

# GERTIFICATE 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-2017~~ to ~~15-JUN-2020~~



GOLDENBERG, MACKLER, SAYEGH, P.A.  
1030 ATLANTIC AVE.  
ATLANTIC CITY NJ 08401



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

**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 A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GOLDBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL TO REPRESENT THE CITY OF JERSEY CITY IN THE BANKRUPTCY MATTER OF CITY OF JERSEY CITY V. JEAN GASKINS**

**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 is a continuation of a professional consultant to represent the City in a pending foreclosure matter involving the property located at 227 Clinton Avenue.

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

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

Law Department Funds  
01-201-20-155-312

One Year

Type of award Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 18-953

Agenda No. 10.Z.4

Approved: OCT 24 2018

TITLE:



**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN A PENDING FORECLOSURE MATTER INVOLVING THE PROPERTY LOCATED AT 227 CLINTON AVENUE**

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

**WHEREAS**, the City of Jersey City (City) required the services of an attorney to represent the City in a foreclosure matter involving the property located at 227 Clinton Avenue (Property); and

**WHEREAS**, the City has an approximately \$700,000 affordable housing investment in the Property; and

**WHEREAS**, the appeal of the foreclosure action will ultimately decide whether the City can maintain its affordable housing investment in the Property; and

**WHEREAS**, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months and requires professional services contracts to be renewed on an annual basis; and

**WHEREAS**, the City still requires the services of Goldenberg, Mackler, Sayegh Mintz, Pfeffer, Bonchi & Gill, PC in connection with the 227 Clinton Avenue matter; and

**WHEREAS**, the law firm of Goldenberg, Mackler, Sayegh Mintz, Pfeffer, Bonchi & Gill, PC, 660 New Road, Suite 1-A, Northfield, NJ 08225, is qualified to perform these services; and

**WHEREAS**, Goldenberg, Mackler, Sayegh Mintz, Pfeffer, Bonchi & Gill, PC has agreed to provide his services at the rate of **\$150.00** per hour and for a total contract amount not to exceed **\$15,000**; and

**WHEREAS**, the City awarded the contract to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq. (Pay-to-Play Law); and

**WHEREAS**, Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill 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:

**TITLE: RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN A PENDING FORECLOSURE MATTER INVOLVING THE PROPERTY LOCATED AT 227 CLINTON AVENUE**

1. An agreement with the law firm of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill is hereby ratified for one year effective May 1, 2018 for a total contract amount of \$15,000;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 10:5-31 et seq.;
3. The award of this contract shall be subject to the condition that Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;
5. 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; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, and shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer, 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. 130930

  
Donna Mauer, Chief Financial Officer

:igp  
10/15/18

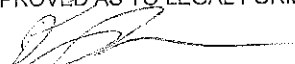
APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

*R.R.*  
10-17-18

APPROVED: 166

Business Administrator

  
Corporation Counsel

Certification Required

Not Required

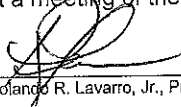
APPROVED 8-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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.

  
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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN A PENDING FORECLOSURE MATTER INVOLVING THE PROPERTY LOCATED AT 227 CLINTON AVENUE**

**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 is a continuation of a professional consultant to represent the City in a pending foreclosure matter involving the property located at 227 Clinton Avenue.

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

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

Law Department Funds  
01-201-20-155-312

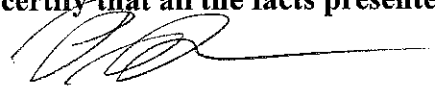
One Year

Type of award Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

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

10/17/18  
\_\_\_\_\_  
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, Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC, 660 New Road, Suite 1A, Northfield, New Jersey 08225 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the representation of the City of Jersey City in a pending foreclosure matter involving the property located at 227 Clinton Avenue, Jersey City.

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 \$15,000.

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. 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 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.

## **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**

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**Brian D. Platt**  
**Business Administrator**

**WITNESS:**

**Goldenberg, Mackler, Sayegh,  
Mintz, Pfeffer, Bonchi & Gill**

---

**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: \_\_\_\_\_

(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 behalf, his knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:13-31 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. 10:13-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Keith A. Bonchi, Esq., Partner

Representative's Signature: \_\_\_\_\_

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: 609-646-0222

Date: 10/12/18

**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 I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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/Print: Keith A. Bonchi, Esq., Partner

Representative's Signature: 

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: 609-646-0222

Date: 10/12/18

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

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

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

Business Name: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill  
Address: 660 New Road, Suite 1A, Northfield, NJ 08225  
Telephone No.: (609) 646-0222  
Contact Name: Keith A. Bonchi, Esq.

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

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

Business Name : Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill  
Address : 660 New Road, Suite 1A, Northfield, NJ 08225  
Telephone No. : (609) 646-0222  
Contact Name : Keith A. Bonchi, Esq.

Please check applicable category:

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

**Definitions**

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**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 the Goldenberg, Mackler, law firm (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, the Goldenberg Mackler law firm (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

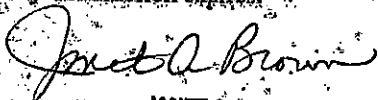
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signed:  Title: Partner

Print Name: Keith A. Bonchi, Esq. Date: 10/12/18

Subscribed and sworn before me  
this 12<sup>th</sup> day of October, 2018.  
My Commission expires:



**JANET A. BROWN**

**A Notary Public of New Jersey**

**My Commission Expires April 28, 2019**

  
(Affiant)  
Keith A. Bonchi, Esq., Partner  
(Print name & title of affiant) (Corporate Seal)

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



**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), (g) and (c).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fylop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavato 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     
  Prof. Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                 |
|------------------------------|--|
| Kenneth D. Mackler           | 412 N. Douglass Ave., Margate, NJ 08402      |
| Joseph Eran Sayegh           | 20 N. Nassau Ave., Margate, NJ 08402         |
| Lawrence A. Mintz            | 211 Schoolhouse Dr., Linwood, NJ 08221       |
| Mark Pfeffer                 | 604 Zion Road, Egg Harbor Twp., NJ 08234     |
| Keith A. Bonchi              | 2027 Cedarbridge Road, Northfield, NJ 08225  |
| Michael A. Gill              | 306 Steven Drive, Linwood, NJ 08221          |
| Michael J. Mackler           | 18 Harbour Lane, Margate, NJ 08402           |
| Joel M. Chipkin              | 7802 Marshall Ave., Margate, NJ 08402        |
| Francis J. Ballak            | 13 Tansgate Blvd., Berlin, NJ 08009          |
| Daniel G. Tracy              | 60 La Costa Drive, Egg Harbor Twp., NJ 08234 |

**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: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signature of Affiant: [Signature] Title: Partner

Printed Name of Affiant: Keith A. Bonchi, Esq. Date: 10/12/18

Subscribed and sworn before me this 12<sup>th</sup> day of October, 2018  
**JANET A. BROWN**  
 A Notary Public of New Jersey  
 My Commission expires: My Commission Expires April 28, 2019  
[Signature]  
 (Witnessed or attested by)  
 (Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

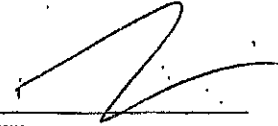
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill |        |               |
| Address:     | 660 New Road, Suite 1A                                     |        |               |
| City:        | Northfield   | State: | NJ Zip: 08225 |

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 \_\_\_\_\_ Keith A. Bonchi, Esq. Partner  
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)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |  |
|----------------------------|--|
| <b>Taxpayer Name:</b>      | GOLDENBERG, MACKLER & SAYEGH, PROFESSIONAL ASSOCIATION |
| <b>Trade Name:</b>         | PROFESSIONAL ASSOCIATION                               |
| <b>Address:</b>            | 1030 ATLANTIC AVE<br>ATLANTIC CITY, NJ 08401-7427      |
| <b>Certificate Number:</b> | 0115867  |
| <b>Effective Date:</b>     | May 02, 2002   |
| <b>Date of Issuance:</b>   | October 19, 2015                                       |

**For Office Use Only:**

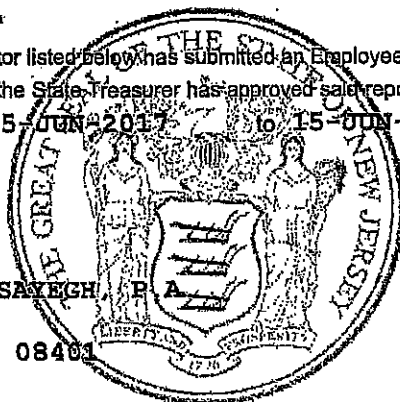
20151019131436562

Certification 14694

# 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-2017** to **15-JUN-2020**



**GOLDENBERG, MACKLER, SAYEGH, P.A.**  
1030 ATLANTIC AVE.  
ATLANTIC CITY NJ 08401



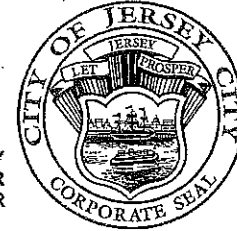
FORD M. SCUDDER  
State Treasurer

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

City Clerk File No. Res. 18-954

Agenda No. 10.Z.5

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



**TITLE:** RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT - PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,034,144 in Community Development Block Grant (CDBG) funds for Fiscal Year 2017; and

WHEREAS, as noted in resolution number 17-800 approved on October 11, 2017, the City reserved \$100,000 in CDBG - Public Services funds for summer youth programs; and

WHEREAS, the Division of Community Development (DCD) issued a request for proposals (RFPs) for summer youth programs that are designed to address summer youth recreation and youth development programs; and

WHEREAS, the DCD received proposals in response to the RFP and has recommended projects for funding based on need and capacity of the organization to expend funds by the October 31, 2018 deadline.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Development Block Grant - Public Services program as noted below.


| Vendor                                    | Project                                      | Amount               | Account No.       | P.O. No. |
|---|--|----------------------|-------------------|----------|
| Educational Arts Team                     | Camp Liberty Safe Summer Scholarship Program | \$ 10,000.00         | 59-200-56-851-519 | 130582   |
| Haven Adolescent Community Respite Center | Cook, Eat, Talk, Program                     | \$ 3,000.00          | 59-200-56-851-519 | 130583   |
| Jersey Art Exchange                       | Youth Development Summer Program             | \$ 5,000.00          | 59-200-56-851-519 | 130584   |
| Jersey City DPW                           | Mural Program                                | \$ 14,000.00         | 59-200-56-851-519 | 130585   |
| New City Kids, Inc.                       | City Sail                                    | \$ 12,000.00         | 59-200-56-851-519 | 130586   |
| Nimbus Dance Works                        | Youth Summer Programs & Performance          | \$ 10,000.00         | 59-200-56-851-519 | 130587   |
| P.A.C.O                                   | Summer Arts Program                          | \$ 9,000.00          | 59-200-56-851-519 | 130588   |
| Team Wilderness, Inc.                     | Team Wilderness Summer Excursion             | \$ 5,000.00          | 59-200-56-851-519 | 130589   |
| The Kennedy Dancers                       | Inner City Youth Summer Dance Camp           | \$ 10,000.00         | 59-200-56-851-519 | 130590   |
| The Salvation Army                        | Salvation Army's Summer STEAM Program        | \$ 12,000.00         | 59-200-56-851-519 | 130591   |
| Urban League of Hudson County             | ULOHC Youth Summer Recreation Program        | \$ 10,000.00         | 59-200-56-851-519 | 130592   |
| <b>TOTAL</b>                              |  | <b>\$ 100,000.00</b> |                   |          |

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$100,000.00 are available in accounts noted above.

  
 Donna Mauer  
 Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

*EMcK*  
 10/17/18

Certification Required

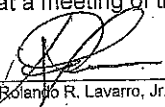
## WITHDRAWN

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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.

  
 Bolando 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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE  
COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM  
YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018**

**Project Manager**

|                     |                 |                       |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC            | COMMUNITY DEVELOPMENT |
| Name/Title          | CARMEN GANDULLA | DIRECTOR              |
| Phone/email         | x5304           | CGandulla@jcnj.org    |

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

**Contract Purpose**

A portion of the City's Community Development Block Grant- Public Services (CDBG-PS) funding have been allocated specifically for summer youth programs that will provide summer youth recreation and youth development programs to Jersey City youth. Funded agencies are required to operate from July 1, 2018 through September 30, 2018.

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

\$100,000.00

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

Grant Term is from April 1, 2017 – March 31, 2018. Summer youth program must operate program from July 1, 2018- Sept. 30, 2018.

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

# Memorandum

**To:** Council President Lavarro, Jr. & Members of the Municipal Council  
**From:** Carmen Gandulla, Director – Division of Community Development  
**Date:** October 9, 2018  
**Subject:** Resolution of the Municipal Council of the City of Jersey City Authorizing Program Contracts for Summer Youth Programs Under The Community Development Block Grant – Public Services (CDBG) For Program Year April 1, 2017 Through March 31, 2018

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**Synopsis:** The United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,034,144 in Community Development Block Grant (CDBG) funds for Fiscal Year 2017. The City reserved \$100,000 in Community Development funds for summer youth programs for the July 1, 2018 through September 30, 2018 Fiscal Year.

**Background:** The Community Development Block Grant – Public Services (CDBG-PS) grant strives to meet a national objective of LMI benefit through the provision of services for low and moderate-income (LMI) persons residing in the City of Jersey City. The CDBG-PS grant covers a wide range of eligible activities including but not limited to employment, educational services, health care services, fair housing services, senior services and summer youth recreational programs.

The summer youth grant is designed for programs that will have a measureable impact on youth during the summer months. Eligible Activities are listed below:

| Eligible Activity         | Use  |
|---------------------------|--|
| Summer Youth Recreation   | Projects that involve low-income youth in summer recreational activities (i.e., summer camp, soccer, basketball, dance and music programs...) that will expose youth to experiences that expand beyond the horizons of urban youth, including scholarships for eligible youth.   |
| Youth Development Program | <p>Projects that provide academic enrichment, work and career training and support, including Science, Technology, Engineering, Arts &amp; Mathematics (STEAM) educational programs, and activities that enable young people to develop communication and interpersonal skills.</p> <p>Projects that demonstrate strong collaborations with educational and cultural assets.</p> |

**Recommendation Process:**

1. April 2, 2018, a Request for Proposals (RFP) was published soliciting competitive proposals for services under the CDBG-PS grant. Approximately eighteen (18) applicants submitted proposals
2. A full committee review consisting of site visitation and threshold evaluation of all submitted applications including review of financial audits was completed. The proposal selection process also incorporated Director Reviews and Mayor's Office review.

The Division of Community Development is providing eleven (11) grant recommendations for our Community Development Block Grant Summer Youth allocation.

- Nimbus, Jersey Art Exchange, Jersey City's Department of Public Works, The Kennedy Dancers and PACO are receiving funding for programs which will provide development for youth interested in the study of performing arts through dance, theater and visual creativity;



- Team Wilderness, a new outward bound style program, New City Kids, a sailing program and ULOHC will provide recreational enrichment to students enrolled in Summer Fun camp.
- Haven Adolescent Community Respite Center, a new pilot program will launch a summer enrichment culinary series;
- Educational Arts Team and the Salvation Army will provide academic enrichment for youth during the summer months.

If the Division of Community Development could not make a recommendation for any organization, it was because there were some deficiencies or compliance issues in their applications.

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

City Clerk File No. Res. 18-955

Agenda No. 10.Z.6



## WITHDRAWN

**RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE TO UTILIZE PROPERTY OWNED BY THE CITY OF JERSEY CITY LOCATED AT 605 MONMOUTH STREET TO CONSTRUCT A FACILITY TO HOUSE THE JERSEY CITY POLICE DEPARTMENT MOUNTED UNIT**

**WHEREAS**, the City of Jersey City owns property located at 605 Monmouth Street Monmouth listed as Block 6902, Lot 24 on the City of Jersey City tax maps; and

**WHEREAS**, the Department of Public Safety, Division of Police wishes to re-establish the Jersey City Police Department Mounted Unit and propose to construct modular facility to house horses and police division personnel; and

**WHEREAS**, the Jersey City Police Department Mounted Police Unit is an efficient and effective method of patrol and will play a vital part in the Jersey City Police Departments modern crime prevention units will be utilized at city sponsored events, park patrols, and other community-oriented events greatly enhancing the City's Community Oriented Policing Program; and

**WHEREAS**, the City of Newark re-established their Mounted Police Unit in 2011 and has offered to assist in the procurement of horses and related training for police officers assigned to this unit at no cost to the City; and

**WHEREAS**, Mounted Unit horses are available free of charge through a program for retired horses.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor Municipal Council of the City of Jersey City, County of Hudson, New Jersey that the Jersey City Department of Public Safety, Division of Police is authorized to utilize the afore described property to house the Jersey City Police Mounted Unit.

10/18/2018

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

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

## WITHDRAWN

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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**

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 DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE TO UTILIZE PROPERTY OWNED BY THE CITY OF JERSEY CITY LOCATED AT 605 MONMOUTH STREET TO CONSTRUCT A FACILITY TO HOUSE THE JERSEY CITY POLICE DEPARTMENT MOUNTED UNIT**

**Initiator**

|                     |              |  |
|---------------------|--------------|--|
| Department/Division | Police       |  |
| Name/Title          | Tawana Moody | Director   |
| Phone/email         | 201-547-4239 | <a href="mailto:Tmoody@njicps.org">Tmoody@njicps.org</a> |

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 allow Division of Police to utilize property owned by the City of Jersey City.

**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. 18-956

Agenda No. 10.Z.7

Approved: OCT 24 2018

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City (the "City") Department of Health & Human Services administers a variety of fitness programming for senior citizen residents, including swimming, stationary biking, and walking; and

**WHEREAS**, New Jersey City University, with offices located at 2039 Kennedy Boulevard (the "Licensor") is the owner of property located at 110 Culver Avenue (the "Property") that the City intends to use for the purposes stated above through December 31, 2018; and

**WHEREAS**, Licensor agrees to permit the City to enter onto its Property for the purpose of conducting senior swimming classes, stationary cycling ("spin") classes, and open hours for walking on the track; and

**WHEREAS**, the License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

**WHEREAS**, the City shall pay \$300 per month, for a total of \$900 for the remainder 2018, to NJCU in exchange for the use of the Property; and,

**WHEREAS**, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured; and,

**WHEREAS**, funds are available for this contract in the account;

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 02-213-40-818-314 | 130927      | \$900.00              |

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

City Clerk File No. Res. 18-956  
Agenda No. 10-Z-7 OCT 24 2018

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE**

- 3. The term of the License Agreement shall be effective for the date of October 15, 2018 through December 31, 2018.
- 4. The City is authorized to pay NJCU \$300 per month, for a total of \$900 for the remainder of 2018, in exchange for the use of the property.
- 5. The office of Risk Management is authorized to add NJCU, the State of New Jersey, and the New Jersey Educational Facilities Authority as "additional insureds" party to the City's insurance policies in accordance with the requirements of the License Agreement attached hereto.

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

|                          |               |                 |
|--------------------------|---------------|-----------------|
| Account                  | PO#           | Total Contract  |
| <b>02-213-40-818-314</b> | <b>130927</b> | <b>\$900.00</b> |

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

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature] RR  
10-17-18

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |           |      |               |     |        |      |
|--|-----|-----|------|---------------|-----|-----------|------|---------------|-----|--------|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY       | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| RIDLEY   | ✓   |     |      | YUN           | ✓   |           |      | RIVERA        |     | ABSENT |      |
| PRINZ-AREY                                       | ✓   |     |      | SOLOMON       |     | ABSTAINED |      | WATTERMANN    | ✓   |        |      |
| BOGGIANO   | ✓   |     |      | ROBINSON      | ✓   |           |      | LAVARRO, PRES | ✓   |        |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE**

**Project Manager**

|                     |                         |                          |
|---------------------|-------------------------|--------------------------|
| Department/Division | Health & Human Services | Senior Affairs           |
| Name/Title          | Joan Eccleston          | Director, Senior Affairs |
| Phone/email         | (201) 547 4992          | EcclestonJ@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 is a resolution approving an agreement between Jersey City and NJCU to host senior fitness classes at the NJCU athletic center at 110 Culver Avenue. NJCU will collect \$300 a month for use of the center. Senior Affairs will host the following free classes at NJCU: Swimming (Mondays, Wednesdays, and Fridays from 9:30am – 11:30am); Spinning (Mondays, Wednesdays, and Fridays from 10:30am – 11:15am) and open gym for walking on the track, Mondays through Fridays from 9:30am to 11:30am.

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

\$300/month for three months - \$900 total

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

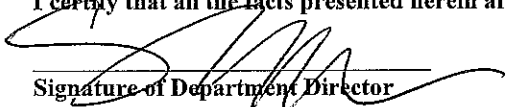
October 15, 2018 through December 31, 2018

Type of award License/Use Agreement

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.



Signature of Department Director

10/15/18

Date



John J. Moore Athletics and Fitness Center  
 2039 Kennedy Boulevard / Jersey City, NJ 07305  
 Contact: (201) 200-2115 / [gdeaver@nicu.edu](mailto:gdeaver@nicu.edu)

### Facility Rental Agreement & Terms & Conditions

This facility usage Agreement ("Agreement") is entered into as of October 15, 2018, between, Jersey City Recreation, ("LICENSEE") having offices at 1 Chapel Ave. Caven Point Complex, Jersey City, NJ 07305, and New Jersey City University ("NJCU"), a public institution of higher education of the State of New Jersey, having offices at 2039 Kennedy Boulevard, Jersey City, New Jersey, for use by LICENSEE of designated space or facilities owned by NJCU.

#### SPACE & INSTRUCTOR USE

LICENSEE agrees to rent ("SPACE") from University as follows: **October 15, 2018 – December 30, 2018 (3 months)**

| Date          | Time              | Space                        | Activity                 | Instructor               |
|---------------|-------------------|------------------------------|--------------------------|--------------------------|
| Oct. 15, 2018 | 9:30am-11:30am    | Pool (3 Lanes) Days: M, W, F | Senior Community Program | NJCU – Tom Lee           |
|               | 9:30am – 11:30am  | Walking Track Days: M – F    | Senior Community Program | Open Hours               |
|               | 10:30am – 11:15am | Spinning Days: M, W, F       | Senior Community Program | NJCU – Sergio Villamizar |

In doing so, LICENSEE agrees to the following terms and conditions:

#### USAGE FEE AND PAYMENT

LICENSEE agrees to pay \$ 300 monthly to NJCU, a non-refundable 20% deposit in the amount of upon receipt of signed agreement and the remaining balance of \$N/A no later than N/A. Payments of the Usage Fee shall be made by business or certified check made payable to New Jersey City University and delivered or mailed to Kristen Stewart, Director of Event Services, at Office of University Advancement, New Jersey City University, Hepburn Hall - 321, Jersey City, New Jersey, 07305.

#### INSURANCE AND INDEMNIFICATION

LICENSEE shall indemnify and defend NJCU, its officers, employees and agents from any and all claims, contests, disputes, complaints, or causes of action arising from the operation of this Agreement. LICENSEE shall secure and maintain in force for the term of the Agreement, insurance coverage provided herein. All insurance coverage is subject to the approval of NJCU and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. LICENSEE shall provide NJCU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to University. All insurance required herein shall contain a waiver of subrogation in favor of NJCU. All insurance required herein, except Workers' Compensation, shall name LICENSEE, NJCU, the State of New Jersey, and the New Jersey Educational Facilities Authority, as additional insureds.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of LICENSEE, its officers, employees, agents, volunteers, and subcontractors shall also be

included should the events or activities require the attendance of a practitioner of the medical arts. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the NJCU. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, one million dollars (\$1,000,000) product/completed operations aggregate. A "per location endorsement" shall be included, so that the general aggregate limit applies separately to the location that is the subject of this contract. Comprehensive Automobile Liability covering owned, non-owned, and hire vehicles shall be in force. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of LICENSEE and any subcontractor who will be engaged in the performance of this Agreement. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under umbrella insurance and the umbrella limit exceeds the above employer's liability limit requirements.

LICENSEE shall require all subcontractors, agents and franchisee to comply with all of the insurance requirements described above. LICENSEE shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor, agent and franchisee prior to their beginning work at NJCU. LICENSEE shall provide copies of all subcontractor, agents and franchise certificates of insurance to NJCU upon request.

#### **ASSIGNMENT AND SUBLETTING**

LICENSEE does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without written consent of NJCU.

#### **DEFAULT**

If LICENSEE fails to pay any fee or other sum required to be paid by LICENSEE when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to University, whether at law or in equity, NJCU may immediately terminate this Agreement and all rights of LICENSEE.

#### **FORCE MAJEURE**

If NJCU is unable to give possession of the Space on the date specified within the Agreement by reason of "force majeure," NJCU shall not be subject to liability for failure to give possession. Under such circumstances, LICENSEE shall be entitled to a return of all payments and deposits. For purposes of this Agreement, the term "force majeure" shall mean fire, earthquake, flood, heavy rain/thunderstorms, strikes of lightening, Act of God, or other labor disturbances, riots, or civil commotions, litigation, war or other act of foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of NJCU.

#### **INTERPRETATION**

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of New Jersey, the courts of which state shall have jurisdiction over its subject matter.



## **RELATIONSHIP**

Neither LICENSEE nor any personnel of LICENSEE will for any purpose be considered employees or agents of NJCU. LICENSEE assumes full responsibility for the actions of LICENSEE'S personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

## **INSTRUCTOR**

All instructional personnel are required to be processed and managed by NJCU. The LICENSEE can only provide recommended instructors to NJCU at their discretion.

## **FACILITY/SPACE USAGE**

LICENSEE agrees:

To maintain the Space in as good order and condition as it was prior to LICENSEE'S use and will be held responsible for any damages to the Space or facility or loss or replacement of any equipment that is damaged and lost that may be incurred as a result of activity/usage of Space.

Not to use or allow the Space to be used for any unlawful purpose. Additionally, boisterous or nuisance persons may be requested to leave premises by NJCU.

Use of Space will be used only for activities for which they have been designated.

When the University is closed due to holiday, inclement weather or maintenance, NJCU has the right to cancel all activities for the duration of the closure.

It shall not make any statements, written, oral, or otherwise, including promotional materials related to Space that could cause confusion as to the entity sponsoring the event occurring within the Space. Furthermore, agrees NJCU name and/or logo may not be used to advertise an event unrelated to university business and is only permitted to be used as specific venue as the location of the event on invitation and/or promotional materials.

Smoking is prohibited in NJCU facilities.

Parking on NJCU campus is subject to university regulations and availability, and charges will be at the expense of LICENSEE unless noted otherwise.

Not to affix décor or signage to NJCU property with nails, screws, or staple guns and agrees to remove all décor, signage directly following event. Moreover, candles/open flames are prohibited in NJCU facilities.

All catering services are provided through Gourmet Dining, NJCU's food service provider, unless NJCU provides written consent otherwise. Catering may be arranged directly with Gourmet Dining. (see <http://www.gourmetdiningllc.com/campus/njcu/>)

To obtain a Social Affair Permit from the State of New Jersey if alcohol will be served. (see [http://www.nj.gov/oag/abc/downloads/social\\_affair\\_permit.pdf](http://www.nj.gov/oag/abc/downloads/social_affair_permit.pdf))

## **TERMINATION**

This Agreement may be terminated for cause by NJCU for any breach of the Agreement provided that NJCU provides written notice to User of the breach and allows five days from the date of the notice for the breach to be cured. The Agreement may be terminated by either Party on written notice of thirty days. In the event of termination of the Agreement upon written notice, the Agreement shall be deemed terminated as of the date of the end of the notice period and any remaining payments to NJCU shall be prorated to the date of the termination

of the Agreement. In all other cases the Agreement shall terminate at the end of the Term as specified Space Use of this Agreement.

**JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey and any action shall be brought in the courts of the State of New Jersey. Any claims against NJCU, its officers, employees, or agents shall be subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liabilities Act.

**LICENSEE CONTACT INFORMATION**

Name:

Company/Organization:

Address:

Telephone:

Email:

In signing, I agree to the terms of this Agreement:

Signature of LICENSEE: \_\_\_\_\_ Date: \_\_\_\_\_

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

City Clerk File No. Res. 18-957  
 Agenda No. 10.Z.8  
 Approved: OCT 24 2018  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED HECTOR PONCE v. CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, AND THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY, ET AL.**

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

**WHEREAS**, plaintiff Hector Ponce filed suit against the City of Jersey City, et al. in the Hudson County Superior Court under docket no. HUD-L-4906-16; and

**WHEREAS**, the complaint alleges that on February 8, 2016, the plaintiff suffered injuries when he tripped and fell on the sidewalk on Summit Avenue in Jersey City, New Jersey; and

**WHEREAS**, the Corporation Counsel has recommended a settlement to pay the plaintiff the total sum of \$220,000.00 because of the litigation risks involved; and

**WHEREAS**, the plaintiff agreed to accept a total payment of \$220,000 to settle his claims against the City of Jersey City in the above referenced matter and will sign the required settlement documents including a release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$220,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$220,000.00 payable to "LaBarbiera & Martinez, in trust for Hector Ponce."

APPROVED: \_\_\_\_\_  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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 Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED  
HECTOR PONCE v. CITY OF JERSEY CITY, ET AL; DOCKET NO.: HUD-L-4906-16**

**Initiator**

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

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

**Resolution Purpose**

This civil matter arises out of plaintiff's allegations that on February 8, 2016, plaintiff suffered injuries when he tripped and fell on the sidewalk on Summit Avenue in Jersey City, New Jersey.

Considering the risks and costs associated with trial, the Corporation Counsel respectfully submits that the City Council approve a settlement for a total payment of \$220,000 to the plaintiff who is willing to accept this payment in full and final settlement of this matter.

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

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

October 18, 2018  
**Date**

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

City Clerk File No. Res. 18-958

Agenda No. 10.Z.9

Approved: OCT 24 2018

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE USE OF 693-701 NEWARK AVENUE AND 30 COTTAGE STREET FOR PARKING**

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

**WHEREAS**, the City of Jersey City (the "City") desires to continue to use and access certain property commonly known as 693-701 Newark Avenue and 30 Cottage Street, which are identified on the official tax maps of the City of Jersey City (the "City") as Block 7902, Lots 25, 26, 27, 28, 29 and 45 (collectively, the "Premises"); and

**WHEREAS**, the City operates a public parking facility on the Premises; and

**WHEREAS**, the Jersey City Redevelopment Agency, with offices located at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "Licensor") is the owner of the Premises; and

**WHEREAS**, Licensor agrees to permit the City to enter onto its Premises for the purpose of providing public parking; and

**WHEREAS**, the License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Premises; and

**WHEREAS**, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Premises to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

*Jmck  
10/17/18*

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |     |        |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|--------|------|
| 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.

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE USE OF 693-701 NEWARK AVENUE AND 30 COTTAGE STREET FOR PARKING**

**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**

The City is currently using the property located a 693-701 Newark Avenue and 30 Cottage Street for public parking purposes. The properties are owned by the JCRA. The resolution will authorize the execution of a license agreement that shall allow the City to continue using the properties for parking purposes for an additional year.

I certify that all the facts presented herein are accurate.

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

10/12/17  
\_\_\_\_\_  
Date

## LICENSE AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”) made as of October 25, 2018 (the “**Effective Date**”) between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey (hereinafter referred to as “**Licensee**” or “**City**”) with offices at 280 Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (hereinafter referred to as “**Licensor**”), with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302.

### W I T N E S S E T H :

**WHEREAS**, the Licensor owns certain property commonly known as 693-701 Newark Avenue and 30 Cottage Street, which are identified on the official tax maps of the City of Jersey City (the “**City**”) as Block 7902, Lots 25, 26, 27, 28, 29 and 45 (collectively, the “**Premises**”); and

**WHEREAS**, the City operates a public parking facility on the Premises; and

**WHEREAS**, the City and the Licensor desire to formalize the existing arrangement between them; and

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Licensor designated Canbis, LLC (the “**Redeveloper**”) as redeveloper of the Premises, subject to the execution of a redevelopment agreement between the Redeveloper and the Licensor; and

**WHEREAS**, by this Agreement the City is permitted to use the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

**NOW, THEREFORE**, in consideration for the promises and covenants set forth herein, and for other good and valuable consideration, the parties hereby agree to the following terms and conditions:

1. The City acknowledges that the Agency has designated the Redeveloper as redeveloper of the Premises and that the City may be required to vacate the Premises for the redevelopment of the Premises. The term of this Agreement shall start on the date of last execution of this Agreement by the City and Licensor and shall end upon the earlier of (a) one (1) year from the Effective Date or (b) such date as indicated in a termination notice provided by the Agency in accordance with Section 3 of this Agreement.

2. The City currently utilizes the parking lot located on the Premises (the “**Parking Lot**”) for automobile parking for City employees and the general public. The City is permitted the continuation of use of the Parking Lot provided that the City takes full responsibility and liability for operating, maintaining and managing the Premises, including but not limited to,



snow removal, ice removal, potholes, striping and signage and any other maintenance activities required to keep the Premises in a safe and secure condition.

3. The Agency reserves the right to terminate this Agreement in whole or in part, at its sole discretion, upon giving at least thirty (30) days' written notice to the City of such termination and specifying the effective date therefor.

4. Any damage to the Premises or property owned by or under the jurisdiction of the Licensor resulting from or in any way arising out of the use of the Premises by the City will be promptly repaired by the City at its own cost and expense. If the Licensor requests the City make a repair, and if the City fails to make such repairs within a reasonable time after being requested to do so, the Licensor shall have the right to make such repairs and the City agrees to reimburse the Licensor for all costs and expenses thereof.

5. The City agrees to assume any and all risk of loss or damage of any kind whatsoever, including any injury to or death of any person, including wrongful death, or loss or damage to property, arising out of the City's use of the Premises and/or as a result of any conditions created by the City on the Premises. The City further agrees to indemnify and hold harmless the Licensor, its officers, directors, employees, members, managers or agents from and against any and all claims, suits and demands based upon or arising out of the City's use and/or occupancy of the Premises, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorneys' fees and costs of suit. If so directed, the City shall, at no cost or expense to the Licensor, defend against such claims.

6. Nothing herein contained shall be understood or construed to create or grant any benefits, rights or property interests to any third party unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The license granted to the City herein is not intended to grant the City permission to use unoccupied property not under the jurisdiction of the Licensor, nor is it intended to relieve the City from its responsibility to procure and maintain in effect all requisite permissions and approvals which would otherwise be required to utilize the Premises for parking or as a parking lot.

8. The entire agreement between the Licensor and City is contained herein and no modifications hereof shall be effective unless in writing and signed by the party to be charged herewith.

9. Officials, officers, directors, employees, members, managers, or agents of the Licensor shall not have any personal liability whatsoever under any term or provision of this Agreement. Licensor's liability hereunder shall be limited to the equity interest of Licensor in the Premises, and no other assets of Licensor shall be subject to any liability or claim arising out of this Agreement.

10. The Licensor shall not be responsible for any loss or theft sustained by the City or any of the City's guests, invitees, licensees, employees, agents, or contractors during the City's

use of the Premises. In addition, the Licensor makes no representations or warranties regarding the condition of the Premises. The Licensor expressly disclaims, and the City expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Premises for any particular purpose or use. The City acknowledges the Premises will be in "as is, where is," condition, and the Licensor has no obligation to make repairs thereon to facilitate the City's use. The City agrees to remove all refuse, garbage, trash, litter or rubbish which may be generated during the use of the Premises. In the event that the same is not removed, after reasonable efforts are made to contact the City, the Licensor shall have the right to dispose of the same and charge the City for any cost of disposing thereof.

11. Upon the execution of this Agreement, the City shall provide the Licensor with a Certificate of Insurance that shall name the Licensor as an additional insured. The amount of the insurance shall be:

- a) Comprehensive General and Auto Liability in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate; and
- b) Workers' Compensation in the amount required statutorily in the state of New Jersey and Employer's Liability in the amount of \$1,000,000.

All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the City's use of the Premises shall be reported immediately to the Licensor and the City of Jersey City, Division of Risk Management together with all information required by the City and Licensor on prescribed forms to be provided by the City and Licensor.

12. All equipment installed or used by the City in connection with its use of the Premises shall remain the property of the City and shall be removed by the City upon the termination of this Agreement. In the event that the same is not removed on or before the termination of this Agreement, after reasonable efforts are made to contact the City, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the City for any cost of disposing thereof.

13. Upon the execution of this Agreement, the City shall provide in writing to the Licensor the name(s) of authorized representative(s) of the City who shall be responsible for adherence to the terms and conditions of this Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the City.

14. All notices between the parties hereto shall be in writing and addressed and delivered to:

Licensor: Diana Jeffrey  
Executive Director  
66 York Street, Floor 3  
Jersey City, New Jersey 07302

City: Brian Platt

Business Administrator  
280 Grove Street  
Jersey City, New Jersey 07302

15. This Agreement, upon full execution by both parties, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of the City. The City shall not transfer or assign its rights or obligations under this Agreement without the express, written consent of the Agency.

16. Any and all violations of the terms and conditions of this Agreement shall be considered just cause for immediate termination and cancellation of the Agreement by either party upon such party's written notice of termination provided to the defaulting party in accordance with Section 14 herein.

17. In addition to all rights and remedies to which Licensor may be entitled at law or in equity, in the event that Licensee defaults in any of its obligations under this Agreement, Licensor shall have the right, upon notice to the City, to immediately terminate this Agreement and the license granted hereunder, and Licensor shall have the right, at its option, to re-enter the Premises and remove all personalty, property and equipment of the City, at the sole cost and expense of the City.

18. The City shall be responsible for staffing and providing security for the Premises in such a manner as is ordinary under similar circumstances in the same or similar locality during the same general period of time. The City shall perform routine maintenance of the Premises including, but not limited to, striping, surface repairs and snow removal.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

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

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**JERSEY CITY REDEVELOPMENT  
AGENCY  
(Licensor)**

**CITY OF JERSEY CITY  
(City)**

By: \_\_\_\_\_  
Diana Jeffrey  
Executive Director

By: \_\_\_\_\_  
Brian Platt  
Business Administrator

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

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

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

City Clerk File No. Res. 18-959

Agenda No. 10.Z.10

Approved: OCT 24 2018



**TITLE: RESOLUTION AUTHORIZING THE SALE FOR NOMINAL CONSIDERATION OF USED FURNITURE TO THE JERSEY CITY HOUSING AUTHORITY**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (the "City") is in possession of the following furniture (the "Furniture") that was once used furniture by the Department of Housing and Economic Development:

- (7) cubicles
- (15) guest chairs (those red ones we saw would be great)
- (15) desk chairs
- (1) conference table 7' or 8'
- (10) Stackable guest chairs for additional conference room seating if they have any
- (2) 2-draw lateral file cabinets
- (6) 5-draw lateral file cabinets
- (6) 3 draw laterals file cabinets; and

**WHEREAS**, the Furniture is no longer in use by the City; and

**WHEREAS**, the City's Purchasing Agent has advised that the Furniture is from 1994 and has no substantial monetary value; and

**WHEREAS**, the Jersey City Housing Authority (JCHA) is an autonomous agency of the City; and

**WHEREAS**, the City desires to sell the used furniture to the JCHA for the nominal consideration of One Dollar (\$1); and

**WHEREAS**, N.J.S.A. 40A:11-36(2) authorizes the City to sell personal property to certain organizations for nominal consideration.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the Furniture for the nominal consideration of one dollar.

**BE IT FURTHER RESOLVED** that the Purchasing Agent is authorized to take such other actions that may be necessary to effectuate the purposes of this resolution.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

JMcK  
10/18/18

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.18 |     |     |      |               |     |     |      |                |        |     |      |
|--|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| 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.

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE SALE FOR NOMINAL CONSIDERATION OF USED FURNITURE TO THE JERSEY CITY HOUSING AUTHORITY**

**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**

The resolution shall authorize the sale of used furniture including cubicles, chairs, tables and filing cabinets to the Housing Authority for the nominal consideration of one dollar.

I certify that all the facts presented herein are accurate.

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

10/7/18  
\_\_\_\_\_  
Date