

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

City Clerk File No. Res. 14.073

Agenda No. 10.A

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2014 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$181,954,110**.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

		FROM:	TO:
30-471	PRIOR YEAR BILLS	\$0	\$400
20-110	MAYORS OFFICE OF MUNICIPAL DRUG ALLIANCE	\$5,895	\$13,895
		\$0	\$116,604
TOTAL INCREASE:			\$125,004

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM *[Signature]*

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rotando 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

ET (Resolution Authorizing an Emergency Temporary Appropriation)
--

Initiator

Department/Division	Administration/ Budget	
Name/Title	Rozani Pelc-Penteado / Principal Clerk	
Phone/email	X 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

To increase the temporary budget to cover expenses as well as include new grants received

I certify that all the facts presented herein are accurate.

Rozana Name
Signature of Department Director

2/4/14
Date

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

City Clerk File No. Res. 14.074

Agenda No. 10.B

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING CALENDAR YEAR 2013 APPROPRIATION RESERVE TRANSFERS.

COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2013 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

		FROM	TO
25-240	POLICE SW	\$600,000	
23-220	HEALTH BENEFITS		\$600,000
	TOTAL:	\$600,000	\$600,000

APPROVED: *Rolando R. Lavarro, Jr.*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ART (Resolution Authorizing Calendar Year 2013 Appropriation Reserve Transfers)
--

Initiator

Department/Division	Administration/ Budget	
Name/Title	Rozani Pelc-Penteado / Principal Clerk	
Phone/email	x 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

To transfer funds in the CY13 budget to cover invoices received after 12/31/13
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I certify that all the facts presented herein are accurate.

Alonda Mau
Signature of Department Director

2/4/14
Date

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

City Clerk File No. Res. 14.075
 Agenda No. 10.C
 Approved: FEB 11 2014
 TITLE:



RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2012

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

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and

WHEREAS, the audit for calendar year ending December 31, 2012 was presented to the governing body on December 18, 2013; and

WHEREAS, in accordance with OMB Circular A-133, 98-07, and Local Finance Notice CFO 97-16, all government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local unit and is to be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Corrective Action Plan for calendar year ended December 31, 2013 is hereby approved.

BE IT FURTHER RESOLVED, that a copy of the Corrective Action Plan will be placed on file in the Office of the City Clerk.

APPROVED: *Donna Mauer*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2012

Initiator

Department/Division	Administration/ Budget	
Name/Title	John Metro/Principal Account Clerk	
Phone/email	X 5042	

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

Resolution Purpose

In accordance with OMB Circular A-133, 98-07, and Local Finance Notice CFO 97-16, all government units must prepare and submit a Corrective Action Plan as part of the annual audit process.

I certify that all the facts presented herein are accurate.

Donna Nalley
Signature of Department Director

2/4/14
Date

CITY OF JERSEY CITY
HUDSON COUNTY



CORRECTIVE ACTION PLAN
CY 2012 ANNUAL AUDIT

**COMMENTS AND RECOMMENDATIONS
FOR THE YEAR ENDED DECEMBER 31, 2012**

NAME OF MUNICIPALITY: CITY OF JERSEY CITY
COUNTY: Hudson
AUDIT REPORT YEAR: December 31, 2012
DEPARTMENT: Business Administration
DIVISION: Tax Collection
RESPONDENT: Maureen Cosgrove

FINDING NUMBER: 1 Page 307)

1. DESCRIPTION:

Sample testing of payments in Lieu of Taxes (PILOTs) indicated five instances in which true-up billing were not up to date, one instance in which administration fees were not properly charged and one instance in which there was no financial agreement.

Subsequent to the year of audit, the City has followed up with these concerns regarding true-up billings : The City has issued true-up bills through 2012 for one property, default notices were issued on three properties and the City has scheduled an audit of the final property. Regarding improper administrative fees, the City is currently billing for these fees. Finally, the City obtained the financial agreement noted above.

2. ANALYSIS:

The City should continue to take corrective action on any abatement properties not adhering to the terms of financial agreements, including issuing timely default notices and true-up billings.

3. Corrective Action:

The City is continuously enforcing and monitoring all entities to make sure they submitted their respective Audited Financial Statement (AFS) in a timely manner.

Default notices were issued to Entities who did not comply to the terms of the Financial Agreement.

4. Implementation Date:

On going.

NAME OF MUNICIPALITY: CITY OF JERSEY CITY
COUNTY: Hudson
AUDIT REPORT YEAR: December 31, 2012
DEPARTMENT: Business Administration
DIVISION: Tax Collection
RESPONDENT: Maureen Cosgrove

FINDING NUMBER: 2 (Page 307)

1. DESCRIPTION:

For properties being charged abatements according to the rent rolls, charges are not billed until payments are received from the property owner.

2. ANALYSIS:

The City should obtain quarterly analysis of rent rolls, along with the resulting service charge amount, and bill abatement amounts accordingly. In the event such analysis is not available in a timely manner, charges should not be billed, at minimum, according to prior year rent rolls until the time a proper reconciliation can be prepared.

3. Corrective Action:

With regards to Rent Rolls, the City does not bill the Annual Service Charges.

For years, usually, a couple of days after each quarter, the Annual Service Charge payments together with a computation schedule or analysis supporting the amount remitted are recorded when received.

Upon receiving the Audited Financial Statement, a true-up will be prepared, then the Annual Service Charges will be adjusted accordingly.

4. Implementation Date:

On going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Tax Assessor
Division: Tax Assessor
Respondent: Ed Toloza

Finding Number: 3 (Page 307)

1. Description:

During our testing we noted 2 out of 10 Certificates of Occupancy selected to test the added assessment had not been included in the 2012 added and omitted. The Assessor has indicated the amounts will be included in the following year.

2. Analysis:

The Assessor should review all Certificates of Occupancy to ensure they are included in the added assessments the year they are issued.

3. Corrective Action:

The Assessor will ensure that all Certificates of Occupancy are included in the added assessment of the year they are implemented.

4. Implementation Date:

On Going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management/Budget
Respondent: Donna Mauer

Finding Number: 4 (Page 307)

1. Description:

The City expended \$7,619,611 for contractual severance liabilities for which there was no legal appropriation, which is a violation of the Local Budget Law as identified by N.J.S.A. 40A:4-57.

2. Analysis:

The City is required to raise expenditures made without appropriation in the succeeding year's budget.

3. Corrective Action:

The expenditure was included in the CY2013 Budget.

4. Implementation Date:

7/17/13

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 5 (Page 308)

1. Description:

Surety bond coverage for the Court did not meet the minimum requirements of N.J.A.C. 5:30-8.4(a). Surety bond coverage for the Tax Collector did not meet the minimum requirements of N.J.A.C. 5:30-8.3(a).

2. Analysis:

The City should annually review its projected Court revenue and Tax Levy and obtain the minimum surety bond coverage required under N.J.A.C. 5:30-8.4(a) and N.J.A.C. 5:30-8.3(a).

3. Corrective Action:

The CFO will review the Court revenue and tax levy and work with the Risk Manager to obtain the surety bond coverage.

4. Implementation Date:

3/13/14

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Business Administration
Respondent: Robert Kakoleski

Finding Number: 6 (Page 308)

1. Description:

Audit testing designed to determine whether employee deductions and W-4 forms are properly authorized could not be completed because supporting documentation was archived, stored and otherwise unavailable for review.

2. Analysis:

W-4 forms and documentation supporting employee deductions should be retained permanently in employee personnel files.

3. Corrective Action:

The City is working on a plan to ensure Personnel documents are stored properly.

4. Implementation Date:

On Going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 7 (Page 308)

1. Description:

Testing of grant receipts in the City's State and Federal Grants Fund indicated instances in which grant receipts were posted to incorrect grant lines. A reallocation line was added to Grant Receivable detail to account for the required adjustments (see Exhibit B-41).

2. Analysis:

The City should make certain receipts are posted to correct grants and grant years.

3. Corrective Action:

The City will review to ensure receipts are posted to correct grand accounts.

4. Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 8 (Page 308)

1. Description:

The City's State and Federal Grants Fund has outstanding receivables and appropriations reserved as follows:

<u>Years Outstanding</u>	<u>Grant Year</u>	<u>Grants Receivable</u>	<u>Appropriated Reserves</u>
1	2012	\$ 20,078,526	\$ 12,570,493
2	2011	15,880,635	15,992,665
3	2010	7,320,632	2,804,593
4	2009	3,115,194	2,741,901
5	2008	955,971	2,069,292
6 - 10	2003 - 2007	6,946,687	5,078,378
> 10	Prior to 2003	1,667,078	4,777,244
		<u>\$ 55,964,723</u>	<u>\$ 46,034,566</u>

In addition, the City has grants receivable in the general capital fund totaling \$2,059,900, of which \$677,479, \$454,175 and \$928,246 have been dormant since the fiscal year ended June 30, 2009, 2008, and 2007, respectively.

2. Analysis:

The City should investigate grants with dormant receivable and reserve balances for proper follow-up or disposition, including: consideration of the collectability of the grants, whether receivable and reserve balances exist as a result of charges to incorrect grant years and whether aged reserves are expendable or must be returned to grantor agencies.

3. Corrective Action:

The City is in the process of reviewing all grant revenue and receivable accounts.

Implementation Date:

On Going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Purchasing
Respondent: Peter Folgado

Finding Number: 9(Page 309)

1. Description:

Certain vehicles and other mobile equipment do not have inventory tags affixed, therefore, they count not be validated with the list of physical inventory. Personnel of the City expressed about the tags falling off or becoming otherwise unreadable due to wear and tear of the asset. An additional 25 non-vehicle fixed assets acquired during the year were tested. Of these, five items had no tag in place.

2. Analysis:

The City should make certain all physical assets, including vehicles and other mobile equipment, are traceable to the fixed assets inventory listing. The City should either mandate inventory tags be affixed to all assets or incorporate other identifying marks in the inventory listing, such as vehicle identification numbers.

3. Corrective Action:

The City is working with the Vendor to possibly change the type of tags currently being used.

4. Implementation Date:

On Going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Purchasing
Respondent: Peter Folgado

Finding Number: 10 (Page 309)

1. Description:

Of 25 items selected to test City's fixed assets inventory, seven could not be located. According to City personnel, these assets were either disposed or transferred to another department. It should be noted that the City maintains policies on fixed asset disposals and department transfers; however, testing results indicate said policies are not being followed.

2. Analysis:

The City should reinforce existing fixed asset disposal and transfer policies with appropriate department personnel and make certain such procedures are followed.

3. Corrective Action:

The Division of Purchasing will reinforce the fixed asset disposal and transfer policy.

4. Implementation Date:

On Going

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 11 (Page 310)

1. Description:

The following accounts are on reserve in the City's Capital Fund and have had no activity since the fiscal years noted.

	<u>Year of Last Activity</u>	<u>Amount</u>
Reserve for:		
Veterans Park	2004	\$ 60,000
Infrastructure Improvements	2004	219,481
Linkage Construction	2004	480
Parking Lot	2007	20,000
Warren Street Resurfacing	2008	10,820
Apple Tree House Construction	2009	18,520
Issuers Expense	2010	74,451
Linden Ave	2010	200,000
		<u>\$ 603,752</u>

2. Analysis:

The City should undertake a review of dormant Capital Fund Reserves. Documents providing legal basis for the reserves should be retained for reserves which the City is legally obligated to retain. Other reserves should be charged under their original purpose or cancelled if allowable under the terms of their establishment.

3. Corrective Action:

The City will review these reserves and take necessary action.

4. Implementation Date:

On Going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 12 (Page 310)

1. Description:

There are numerous reserves on the books of the Trust Fund for which there does not appear to be an approved Dedication by Rider.

2. Analysis:

The City should review for proper follow-up or disposition Trust Fund reserves which are not supported by a Dedication by Rider.

3. Corrective Action:

The City will review the Trust Fund reserves and take necessary action.

4. Implementation Date:

On Going.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 13 (Page 310)

1. Description:

The City cancelled \$501,963 and \$229,672, respectively, of dormant Trust Fund and General Capital Fund reserves without a supporting resolution.

2. Analysis:

The City should make certain all cancellations of reserves are supported by resolution of the governing body.

3. Corrective Action:

All cancellations or reserves will be supported by a Resolution.

4. Implementation Date:

1/1/14

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 14 (Page 310)

1. Description:

Activity of the MLK Reserve in the General Capital Fund appears to be of an operating nature, consisting of revenues and charge-backs to reimburse the City budget for the security services and utility bills. The General capital Fund should be limited to accounting for activities of long-term capital nature, including construction costs and improvements, and the related debt issued by authorized on such improvements.

2. Analysis:

The City should include in its annual budget the operating activities of the MLK Reserve Current Fund budget.

3. Corrective Action:

The City will include this in the budget.

4. Implementation Date:

1/1/14

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Administration
Division: Management /Budget
Respondent: Donna Mauer

Finding Number: 15 (Page 310)

1. Description:

The City is recording various reimbursements for the payment of dept as reserves or miscellaneous revenues not anticipated.

2. Analysis:

The City should anticipate debt reimbursements as revenue in the current fund budget to offset the related debt service appropriation.

3. Corrective Action:

The City will anticipate this as revenue in the budget.

4. Implementation Date:

1/1/14

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2012
Department: Recreation
Division:
Respondent: Cynthia M. Blue, Fiscal Officer

Finding Number: 16 (Page 311)

1. Description:

Per our discussion with the fiscal officer of the Recreation department, the prior year comments which revealed various deficiencies in controls over cash receipts have not changed. Specifically, applications and other records are not maintained in a manner to ensure they are available for the audit and that in some instances fees are charged without proper approval of the governing body. In addition, cash receipts are still not deposited timely with Treasury.

2. Analysis:

The Recreation Department must institute stronger controls over cash collected and amounts on hand. Controls implemented by the fiscal officer should be adhered to.

3. Corrective Action:

The Fiscal Office continues to monitor the deficiencies with regard to cash receipts and timely deposits. New staff members have received training with regard to proper procedure and are responsible for ensuring that deposits are made timely.

Regarding the charges of fees without proper approval, the Administration has not supported the Department in charging the proper fees. We receive resistance from the rental parties who are to be charged and the rental parties continue to go to elected/appointed officials who intercede on their behalf.

The Fiscal Office with the support of the Director's Office will submit a revision of Chapter 160 Fee Charges to the Law Department.

4. Implementation Date:

New staffing and training has been implemented as of September/October 2013

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

City Clerk File No. Res. 14.076

Agenda No. 10.D

Approved: FEB 11 2014

TITLE:

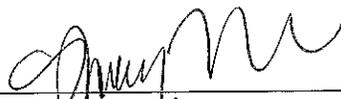


RESOLUTION APPOINTING LA VIVANAN WEBB AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REPLACING ELIZABETH CASTILLO

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

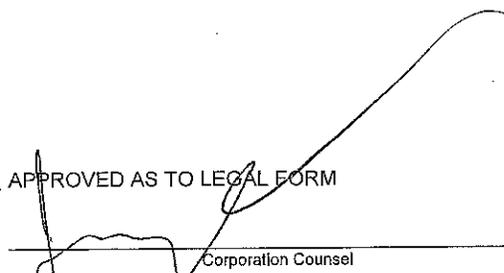
WHEREAS, pursuant to N.J.S.A. 40A:5-21, La Vivanan Webb has been approved as custodian for the Department of Health and Human Services petty cash fund; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that La Vivanan Webb is hereby appointed custodian of the petty cash fund for the Department of Health and Human Services. This petty cash fund has been established in accordance to the rules and regulations of the director of Local Government Services and shall not exceed the sum of five hundred dollars (\$500.00).

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required

Not Required

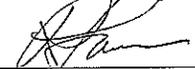
APPROVED 9-0

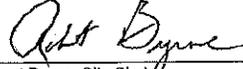
RECORD OF COUNCIL VOTE ON FINAL PASSAGE												2.11.14	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA	✓				
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓				
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk



CITY OF JERSEY CITY
DEPARTMENT OF HEALTH & HUMAN SERVICES
Office of the Director

ONE JOURNAL SQUARE PLAZA, 2ND FLOOR JERSEY CITY, NJ 07306

P: (201) 547-6800 F: (201) 547-5168

STEVEN M. FULOP
MAYOR

STACEY FLANAGAN
DIRECTOR

January 29, 2014

Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: Petty Cash Custodian for City Council

Dear Members of the Municipal Council,

Kindly be advised that I am appointing La Vivanan Webb, to serve as the Petty Cash Custodian replacing Elizabeth Castillo who has been transferred to a new position.

If you require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Flanagan", written over a printed name.

Stacey Flanagan
Director of Health and Human Services

cc: Hon. Steven M. Fulop, Mayor
Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk
Kevin Lyons, Fiscal Officer

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

City Clerk File No. Res. 14.077

Agenda No. 10.E

Approved: FEB 11 2014

TITLE:



**RESOLUTION APPOINTING JOHN D. PETKANAS
AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY**

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

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated February 4, 2014, that he has appointed **John D. Petkanas**, of 158 Wayne Street, Apt.# 401-A, Jersey City, New Jersey, 07302 as a member of the **Jersey City Redevelopment Agency**, replacing John Spinello, who has resigned, for a period to commence immediately and expire on June 30,2017.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **John D. Petkanas** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolfando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

February 4, 2014

President and Members of the Municipal Council
280 Grove Street
City of Jersey City
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **John D. Petkanas**, of 158 Wayne Street, Apt.# 401-A, Jersey City, New Jersey, 07302, as a **Member** of the **Jersey City Redevelopment Agency**. Mr. Petkanas is replacing **John Spinello**, who has resigned. Mr. Petkanas's term will commence immediately upon the adoption of a resolution and will expire on June 30, 2017.

I respectfully request your advice and consent on this matter.

Very Truly Yours,

Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk
Barbara Amato, Secretary, J.C. Redevelopment Agency
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
John D. Petkanas

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

John D. Petkanas, DDS
479 N. Midland Avenue, Building B
Saddle Brook, New Jersey 07663



Telephone: 201-703-0100
Fax #: 201-703-0101
website: www.oro-facialpaindoc.com
e-mail: john.petkanas@yahoo.com

PERSONAL:

Birthdate - 06 April, 1967
Birthplace - New York, New York

LICENSURE:

State of New York - # 044462
State of New Jersey - # 20196

EDUCATION:

New York University College of Dentistry New York, New York	1988-1992
New York University Washington Square & University Campus College of Arts and Sciences New York, New York	1984-1988

POST-GRADUATE TRAINING:

Certified: Advanced Cardiac Life Support (A.C.L.S.) Basic Cardiac Life Support (B.C.L.S.) American Heart Association Dallas, Texas	Current
Certified: Fellowship Examination American Academy of Craniofacial Pain Fort Worth, Texas	2012
Certified: Fellowship Examination International College of Craniomandibular Orthopaedics Kona, Hawaii	2005

Certified: Head & Neck Anatomy Diagnostic & Therapeutic Blockade in the Treatment of Craniofacial Pain American Academy of Craniofacial Pain Milwaukee, Wisconsin	2005
Certified: Forensic Consulting American College of Forensic Examiners Atlanta, Georgia	2005
Certified: Medical Investigations- Level V American College of Forensic Examiners Chicago, Illinois	2004
Certified: Pharmacotherapeutics in Dentistry American Academy of Craniofacial Pain Charleston, South Carolina	2002
Certified: Biomechanics, Diagnosis and Treatment of Soft Tissue Injuries with Motor Vehicle Causation American Academy of Craniofacial Pain Dallas, Texas	2001
Certified: NobelBiocare USA <i>Zygomaticus</i> Fixture Training Program Surgical and Prosthetic Protocols Baylor University College of Dentistry Houston, Texas	1999
Certified: Prosthetic Reconstruction via Endosseous Implant Therapy Branemark Osseointegration Program Stamford, Connecticut	1993
Resident, Department of Dentistry Albert Einstein College of Medicine Flushing Hospital Medical Center Flushing, New York	1992-1993

AFFILIATIONS & POSITIONS:

Editorial Review Committee, American College of Forensics Institute Certified Criminal Investigations First Edition Guidelines	2013
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Patron, CATO Institute Washington, D.C.	2013
Fellow, American Academy of Craniofacial Pain Reston, Virginia	2012
Attending Medical Staff Department of Dental Medicine Hoboken University Medical Centre Hoboken, New Jersey	2012
Appointee, Education Committee American College of Forensic Examiners Institute Springfield, Missouri	2012
Appointee, Executive Advisory Council American Board of Forensic Dentistry American College of Forensic Examiners Springfield, Missouri	2012
Principal, <i>Paramus Surgical Centre</i> 30 West Century Road Paramus, New Jersey	2012
Executive Director Associates in Oro-Facial Pain West New York, New Jersey	2012
Attending Dental Surgeon Liberty Surgical Centre Jersey City, New Jersey	2012
Attending Staff Jersey City Medical Centre Jersey City, New Jersey	2012
Medical Consultant <i>First Choice Evaluations</i> Buffalo, New York	2012
Attending Dental Surgeon County Line Surgical Centre North Bergen, New Jersey	2012
Attending Dental Surgeon Paramus Surgical Centre Paramus, New Jersey	2011
Executive Director Associates in Oro-Facial Pain Saddle Brook, New Jersey	2010

<p>Attending Dental Surgeon Market Street Surgical Centre Saddle Brook, New Jersey</p>	2010
<p>Medical Consultant <i>Medical Consultants Network</i> MCN Seattle/Bellevue Seattle, Washington</p>	2010
<p>Assistant General Secretary Society of Kastorians, "OMONOIA" Whitestone, New York</p>	2010
<p>Member, Scholarship Committee Society of Kastorians, "OMONOIA" Whitestone, New York</p>	2009
<p>Fellow, American College of Forensic Examiners Springfield, Missouri</p>	2007
<p>Dental Surgeon, Red Bull New York East Rutherford, New Jersey</p>	2006
<p>Fellowship-Eligible, American Academy of Craniofacial Pain Hurst, Texas</p>	2005
<p>Member, American Academy of Dental Sleep Medicine Westchester, Illinois</p>	2005
<p>Member, International College of Cranio-mandibular Orthopaedics Seattle, Washington</p>	2005
<p>Medical Consultant <i>Concentra Medical Network, Inc.</i> Rising Sun, Maryland</p>	2004
<p>Executive Director, Hudson Facial Trauma Guttenberg, New Jersey</p>	2003
<p>Executive Director, Palisades Facial Trauma Fort Lee, New Jersey</p>	2002
<p>Executive Director, Facial Trauma Consultants Englewood Cliffs, New Jersey</p>	2001

Executive Director, Empire Dental Consulting Brooklyn, New York	2001
Dental Surgeon, New Jersey Gladiators Continental Arena East Rutherford, New Jersey	2001
Member, American Academy of Craniofacial Pain Hurst, Texas	2001
Clinical Instructor Honors/AEGD Post-Doctoral Program New York University College of Dentistry New York, New York	2000
Dental Surgeon, NY/NJ MetroStars East Rutherford, New Jersey	2000
Diplomate, American Academy of Pain Management Sonora, California	2000
Clinical Director, Facial Trauma Consultants Englewood Cliffs, New Jersey	1999
Member, International Society of Police Surgeons Shield # 891 New York, New York	1999
Attending, Meadowlands Hospital Medical Centre Secaucus, New Jersey	1999
Dental Surgeon, New Jersey Red Dogs Continental Arena East Rutherford, New Jersey	1999
Diplomate, American Board of Forensic Dentistry Springfield, Missouri	1998
Member, American College of Forensic Examiners Springfield, Missouri	1998
Member, American College of Forensic Medicine Springfield, Missouri	1998
Co-Chair, Select Specialty Committee of Emergency Physicians American Academy of Head, Neck & Facial Pain Hurst, Texas	1998

ER Attending, Lenox Hill Hospital New York, New York	1998
Associate Member, American Academy of Head, Neck and Facial Pain Hurst, Texas	1997
President, Facial Trauma Consultants 18 East 50 th Street New York, New York	1994
Member, American Society of Law Enforcement Trainers Frederick, Maryland	1993
Member, International Association of Law Enforcement Firearms Instructors Gilford, New Hampshire	1993
Departmental Chair FHMC House Staff Committee of Interns & Residents New York, New York	1992-1993
Consultant, Scholarship Committee Society of Kastorians, "OMONOIA," Inc. Yanos Scholarship Fund New York, New York	1992
Member, National Headache Foundation	1992
Member, American Dental Association	1992

AWARDS & DISTINCTIONS:

Editorial Contributor, <i>Smithsonian Magazine</i> Washington, D.C.	2013
<i>Op. Ed.</i> Contributor, <i>Journal of Practical Pain Management</i> Montclair, New Jersey	2013
Recipient, Award for Clinical Excellence TMJ Disorders & Oro-Facial Pain Consumers' Research Council of America Simi Valley, California	2013

Member, Hudson Union Society Pennington, New Jersey	2013
Member, Princeton Club NYU Alumni NYUCD Alumni NYUCD Faculty Alumni New York, New York	2012
Member, Dean's Circle New York University College of Dentistry New York, New York	2012
Executive Board, Steering Committee Kastorian Relief Fund Society of Kastorians "OMONOIA" Whitestone, New York	2012
Member, Alumni Foundation New York University New York, New York	2012
Member, Alumni Foundation Enrichment Fund for Major Projects Bronx High School of Science Bronx, New York	2012
Keynote Speaker and Recipient Society of Kastorians "OMONOIA" Centennial Anniversary & Scholarship Ceremony Outstanding Academic Achievement Award Whitestone, New York	2010
Certified Forensics Consultant American College of Forensic Examiners Springfield, Missouri	2005
Certified Medical Investigator- Level V American College of Forensic Examiners Springfield, Missouri	2004
Commissioner, Department of Zoning and Boundaries Borough of Cliffside Park Cliffside Park, New Jersey	2004
Member, Advisory Board Honors/AEGD Post-Doctoral Program New York University College of Dentistry New York, New York	2002

Member, Admissions Committee Honors/AEGD Post-Doctoral Program New York University College of Dentistry New York, New York	2002
Member, Emergency Response Team International Society of Police Surgeons New York, New York	2001
Clinical Director, New York University College of Dentistry Humanitarian Outreach Program El Semillero de Veragua Espaillat, Dominican Republic	2000
Certified, Northeast Regional Board of Dental Examiners Washington, D.C.	1993
Certified, Joint Commission of National Dental Examiners Chicago, Illinois	1992
Alumni Member, National Dental Honor Society Omicron Kappa Upsilon Omega Chapter New York, New York	1992
Appointee, Honor's Program Department of Oral Pathology New York University College of Dentistry	1991-1992
Appointee, Dean's List New York University College of Dentistry	1988-1992
Member, National Dean's List	1988-1992
Trustee Scholar, New York University Washington Square & University Campus College of Arts & Sciences New York, New York	1984

SYMPOSIA & LECTURES:

Keynote Speaker, Annual Scholarship Program Society of Kastorians, "OMONOIA", Inc. Centennial Anniversary Symposium Whitestone, New York	2010
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Clinical and Medico-Legal Issues in Cranio-Mandibular Practice Teaneck, New Jersey	2005
Medico-Legal Issues in Motor Vehicle Accidents: Evaluation and Treatment of Cranio-Facial Injuries Englewood, New Jersey	2001
NJICLE, Temporomandibular & Cranio-Facial Injuries: Surgical and Non-Surgical Treatment New Brunswick, New Jersey	2000
NJICLE, Medico-Legal Seminar: Facial Trauma and Temporomandibular Disorders- Their Causes, Assessment and Treatment New Brunswick, New Jersey	1999
USA Hockey, Safety Protocol Symposium: Dental and Facial Trauma in Hockey: Policy and Practices Lawrenceville, New Jersey	1999
NYUCD, Clinical Conference: Surgical Procedures for Implant Reconstruction Surgical and Prosthetic Phases of Implant Dentistry Current Issues in Implant Therapy New York, New York	1998
Guest Lecturer: Cranio-Facial Anatomy Clinical Implications in the Differential Diagnosis and Treatment of Oro-Facial Pain Disorders, TMJ Injuries and Implant Re-Construction Englewood, New Jersey	1998

CITY OF JERSEY CITY

Office of the City Clerk

280 Grove Street
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolanda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5451

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 09 January, 2014

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Jersey City Re-development Agency (JCRA)
- b) _____
- c) _____

Name: Dr. John D. Petkanas

Address of Residence: 158 Wayne Street, #401-A Jersey City, N.J. 07302

Phone Number: (201) 820-8303

E-mail Address: john.petkanas@yahoo.com

Education related to the authorities, boards or commissions of choice:

Please see Curriculum Vitae

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

(see above)

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

(see above)

Signature: _____

DR. JOHN D. PETKANAS
479 N. Midland Avenue, Bldg. B
Saddle Brook, New Jersey 07663
Office: (201) 703-0100
Facsimile: (201) 703-0101

FACSIMILE TRANSMISSION

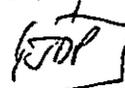
TO: Office of the Mayor, Jersey City, New Jersey
ATT: Nancy Warlikowski, Aide to the Mayor
RE: JCRM Appointment Application

of pages (including cover): 62

COMMENTS:

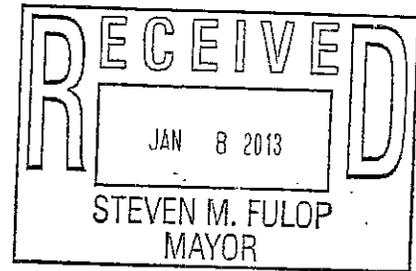
Good afternoon, Ms. Warlikowski.
Per your request, and as promised.
I look forward to working with you.

Best



Note:** The information included in this transmission is privileged, and solely intended for the use of the person indicated above. If you are not the intended recipient of this transmission, please forward to same. If unable to do so, please notify sender at the telephone number listed at the top of this page. Thank you.

John Spinello
188 Ege Avenue
Jersey City, New Jersey 07304
201-332-7455



December 30, 2013

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

RE: Jersey City Redevelopment Agency Board of Commissioners

Dear Mayor Fulop,

I am writing to respectfully tender my resignation from the Jersey City Redevelopment Agency (JCRA) Board of Commissioners, effective immediately.

I have been privileged to serve the City of Jersey City and its residents as a member of the Board that oversees the JCRA since my initial appointment in 2008. I am grateful for the support of my colleagues and the hard work of the talented and dedicated staff of the JCRA over the years. I appreciate the opportunity to have worked alongside good people to improve the the quality of life for the residents of our City, and wish the Agency, its staff and those it serves much success in the future.

Respectfully,



John Spinello

c. Hon. Rolando R. Lavarro, Jr., Chairman, JCRA
66 York Street, 2nd Flr., Jersey City, New Jersey 07302

Mr. Chris Fiore, Assistant Executive Director, JCRA
66 York Street, 2nd Flr., Jersey City, New Jersey 07302

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

City Clerk File No. Res. 14.078

Agenda No. 10.F

Approved: FEB 11 2014

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 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 "Projects"), are necessary and appropriate to continue the operations of the Sewer System in proper order; and

WHEREAS, the total estimated cost of the Projects is approximately \$32,205,000, as further described in Exhibit A 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 a mix of low-interest loans, zero-interest loans, and loans with principal forgiveness in order to minimize the borrowing cost of sewer infrastructure; and

WHEREAS, the Authority desires to obtain the approval of the City Council to undertake these Projects,

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 Projects delineated in Exhibit A attached hereto.

Section 2. This resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution of the City of Jersey City consenting to the undertaking of certain capital projects by the Jersey City Municipal Utilities Authority

Initiator

Department/Division	Admin/Budget	
Name/Title	Donna Mauer/ CFO	
Phone/email	X 5042- DonnaM@jcnj.org	

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

Resolution Purpose

The Sewer Service Agreement between the City and JCMUA requires that prior to the issuance of any bonds by the JCMUA to finance capital projects, those capital projects must be presented to and approved by resolution of the City Council. JCMUA is participating in the New Jersey Environmental Infrastructure Trust Financing Program with respect to certain sewer projects.

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

2/4/14
Date

EXHIBIT A

CAPITAL PROJECTS

Brown Place

Certain sections of combined sewers in Brown Place (Garfield to Princeton), Princeton Avenue (Brown Place to Linden) and Linden Avenue (Old Bergen Road to Ocean) are deteriorated due to age. The existing sewers are constructed of brick-arch, portions of which have collapsed, leaving bricks in the sewers causing blockage which need frequent maintenance, cleaning and/or repair. Sewer blockages and or collapses have caused costly, unplanned emergency repairs. The project will replace and improve approximately 0.8 miles of sewers and manholes within roadways. All sewage flows are existing and there are no increases in sewage flows proposed. Along with the sewer replacement, those affected service connections will be replaced and new cleanouts will be provided beyond the curb line. As the sewers are combined, roadway drainage facilities will be improved by the upgrading of curb inlets and installation of manholes at the locations where roadway drainage laterals connect to the interceptor sewer mains. Full-width pavement resurfacing will be performed.

Estimated Project Cost – \$4,109,000

Newark, SIP & Trenton

The Trenton Street (Waldo to Chestnut) Project is located within an existing paved roadway in a residential area, the Sip Avenue (Route 440N to Freeman) Project is located in an existing paved roadway in a mixed commercial residential area and the Newark Avenue (James to Summit) project is within an existing paved roadway within a mixed commercial residential area.

Estimated Project Cost - \$13,700,000

Duncan

The Duncan Avenue (440S to Hackensack river) Outfall Replacement is being completed within the Streets right of way. Additional work is being completed in the 6th Street right of way and the former Monmouth Street right of way.

Estimated Project Cost - \$14,396,000

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

City Clerk File No. Res. 14.079
 Agenda No. 10.6
 Approved: FEB 11 2014



TITLE:

A RESOLUTION PROCLAIMING THE WEEK OF FEBRUARY 17, 2014 – FEBRUARY 25, 2014 AS NATIONAL PARENT TEACHER ASSOCIATION “TAKE YOUR FAMILY TO SCHOOL WEEK” IN JERSEY CITY.

COUNCIL offered and moved adoption of the following

Resolution:

WHEREAS, the National Parent Teacher Association was founded February 17, 1897 by Alice McClellan and Phoebe Apperson Hearst; and

WHEREAS, the National Parent Teacher Association’s National Standards for Family-School Partnerships were developed to reflect the most recent research about how parents, schools and communities can work together to support student success; and

WHEREAS, research shows that students with engaged parents are more likely to earn higher grades and pass their classes, attend school regularly, have better social skills, stay enrolled in school and go on to postsecondary education; and

WHEREAS, the National Parent Teacher Association is keenly aware of the importance of the family-school partnership in children reaching their full potential; and

WHEREAS, expanded and enhanced family engagement in schools across the country helps parents build positive relationships with school staff, connect with other families in the school environment and feel like welcome members of a friendly school community; and

WHEREAS, family-school connections are fostered by focusing on issues that are important to both schools and families.

WHEREAS, the Parent Teacher Association of Jersey City’s Alfred E. Zampella School, also known as PS #27, is the only Parent Teacher Association in the State of New Jersey to receive funding to promote student success and expand and enhance family engagement in their school.

WHEREAS, the Parent Teacher Association of Alfred E. Zampella School will hold a Community Meet and Greet with local, state, and Board of Education officials on Tuesday, February 25, 2014 at 6:00 p.m. to enhance family, community, and school connections.

NOW THEREFORE BE IT RESOLVED, by the Municipal Court of the City of Jersey City that we do hereby proclaim February 17 – 25, 2014, as National Parent Teacher Association Take Your Family to School Week in Jersey City and urge all citizens to foster the growth and success of the children in their lives by actively participating in their school environment.

JH
2/14/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

A RESOLUTION PROCLAIMING THE WEEK OF FEBRUARY 17, 2014 - FEBRUARY 25, 2014 AS NATIONAL PARENT TEACHER ASSOCIATION "TAKE YOUR FAMILY TO SCHOOL WEEK" IN JERSEY CITY.

Initiator

Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr.	Council President
Phone/email	(201) 547-5204	rlavarro@jcnj.org

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

Resolution Purpose

To honor the work of the National Parent Teacher Association by proclaiming February 17, 2014 to February 25, 2014 "Take Your Family to School Week" in Jersey City and to commemorate the fact that PS#27 received a grant from the National PTA to conduct programming during that week.

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. 14.080

Agenda No. 10.H

Approved: FEB 11 2014

TITLE:



RESOLUTION URGING THE PORT AUTHORITY OF NEW YORK & NEW JERSEY TO INCREASE THE MINIMUM WAGE OF ITS EMPLOYEES AT NEWARK LIBERTY INTERNATIONAL AIRPORT TO \$10.10 PER HOUR

WHEREAS, the Port Authority of New York & New Jersey has been tasked with overseeing and maintaining the major transportation facilities in New York and New Jersey, including the region's airports; and

WHEREAS, Executive Director of the Port Authority Patrick Foye, appointed by New York Governor Andrew Cuomo, has requested that employees of major airlines operating within New York City and earning \$9 per hour or less receive an immediate \$1 per hour wage increase. Such an increase would apply to over 8,000 employees at both John F. Kennedy International Airport and LaGuardia Airport; and

WHEREAS, no similar minimum wage increase has been allowed at Newark Liberty International Airport in New Jersey. Newark Liberty International currently employs over 4,000 individuals; and

WHEREAS, increases to the minimum wage provide significant benefits to the local, state, and national economies. Specifically, such increases contribute to more economic activity, positive impacts on national gross domestic product (GDP), and new job creation which, by some estimates, can place more than \$32 billion into the economy; and

WHEREAS, during his 2014 State of the Union address, President Barack Obama declared his intention to raise, via executive order, the minimum wage of future federal contract workers from \$7.25 per hour to \$10.10 per hour; and

WHEREAS, Steven Fulop, Mayor of the City of Jersey City, has requested that Governor Chris Christie and the Port Authority of New York & New Jersey allow a wage increase for employees of Newark Liberty International Airport; and

WHEREAS, Stephen M. Sweeney, New Jersey Senate President, has urged the Port Authority of New York & New Jersey to increase the minimum wage for employees at its New Jersey facilities; and

WHEREAS, the voters of the State of New Jersey in November 2013 approved a constitutional amendment raising the minimum wage within the state to \$8.25 per hour plus further additional increases.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby urge Governor Chris Christie and the Port Authority of New York & New Jersey to support an increase to the minimum wage of employees at Newark Liberty International Airport to \$10.10 per hour to promote beneficial economic activity.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.081

Agenda No. 10.1

Approved: FEB 11 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS IN THE CITY HALL STUDY AREA FOR DETERMINATION AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, pursuant to N.J.S.A. 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, a "Non-Condemnation area in need of redevelopment"; and

WHEREAS, this redevelopment area determination authorization shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain; and

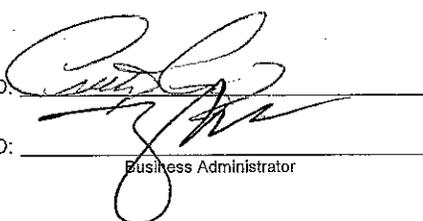
WHEREAS, pursuant to N.J.S.A. 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by N.J.S.A. 40A:12A-6.b.; and

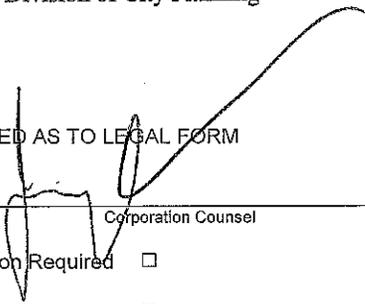
WHEREAS, the study area authorized herein appears to exhibit the characteristics qualifying as an area in need of redevelopment; and

WHEREAS, the study area is consistent with the attached map labeled "City Hall Study Area Boundary Map" dated February 4, 2014; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced study area to determine if said study area qualifies as a "Non-Condemnation area in need of redevelopment."


Robert D. Cotter, Director
Division of City Planning

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

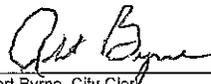
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolanda R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS IN THE CITY HALL STUDY AREA FOR DETERMINATION AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

Initiator

Department/Division	HEDC/Planning	
Name/Title	Robert D. Cotter, Director, PP, FAICP	Maryann Bucci-Carter, Supervising Planner, PP, AICP
Phone/email	201-547-5050 / bobbyc@jcnj.org	201-547-4499, maryannb@jcnj.org

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

Resolution Purpose

Concise Description of the Plan Proposed in the Resolution:

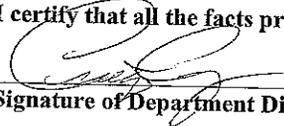
Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of a "Non-Condemnation area in need of redevelopment" warranting the adoption of a redevelopment plan for the area. Most of the study area is comprised of parcels owned by the City, including the entire Block containing City Hall and the Parking lot across Montgomery Street from City Hall that is bounded by Montgomery Street, Luis Munoz Marin Blvd. & York Street.

If the requisite conditions are determined to exist, the Municipal Council may adopt a Redevelopment Plan to guide comprehensive improvements to the area. The redevelopment area will have the use of all those powers provided by the Legislature for use in a redevelopment area except for the use of eminent domain.

Anticipated Benefits to the Community:

Continued Rehabilitation of City Hall Redevelopment of the city owned surrounding area.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Memorandum

DATE: February 4, 2014

TO: Rolando Lavarro, Council President
Members of the Municipal Council

FROM: Robert D. Cotter, PP, FAICP; Planning Director *RD Cotter*
Maryann Bucci-Carter, PP, AICP; Supervising Planner *MB Carter*

SUBJECT: Resolution of the Municipal Council of the City of Jersey City Authorizing the Planning Board to Conduct a Preliminary Investigation of Conditions in the City Hall Study Area for Determination as “a Non-Condensation Area in Need of Redevelopment.”

The only difference between this and the previous Authorization Resolution for the City Hall Study Area is that Lot 25 of Block 14102 has been added.. This expansion is reflected in the revised map Dated February 4, 2014.

This investigation will authorize the City to explore utilizing the benefits of the Local Redevelopment and Housing Law to improve the conditions of City Hall and its surrounding front yard park.

The study area also includes the rear yard parking lot portion of the City Hall block and the City owned parking lot across from City Hall, which is bounded by York Street, Luis Munoz Marin Blvd. and Montgomery Street. Both lots are in dire need of repair and improvement. The Study Area should be reviewed comprehensively to explore viable options within the vacant parking areas to make them more consistent with the surrounding historic fabric of the neighborhood.

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

City Clerk File No. Res. 14.082

Agenda No. 10.J

Approved: FEB 11 2014

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-20 AND N.J.S.A. 40A:3-4 AND ITS PREVIOUS CONDITIONAL APPROVAL

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey [City] desires to adopt (i) an ordinance dissolving the Jersey City Parking Authority [Dissolution Ordinance] and (ii) a bond ordinance [Bond Ordinance] providing for the issuance of one or more series of bonds of the City [Bonds], and notes in anticipation thereof, in order to finance the costs in furtherance of the dissolution of the Jersey City Parking Authority; and

WHEREAS, in connection with various previous applications by the City to the New Jersey Local Finance Board (including specifically its applications in connection with certain bonds and refunding bonds issued under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. [MQBA] and the School Qualified Bond Act, N.J.S.A. 18A:24-85 et seq., the Local Finance Board has heretofore conditioned its approvals upon the undertaking by the City that, for the duration of such bond issues, all future capital authorizations shall require approval from the Local Finance Board; and

WHEREAS, the City wishes to issue the Bonds in the form of "qualified bonds" entitled to the benefits of the MQBA; and

WHEREAS, the City believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) such purpose complies with the requirements of the MQBA;
- (c) the purpose is for the health, welfare, convenience or betterment of the inhabitants of the City;
- (d) the amounts to be expended for such purpose is not unreasonable or exorbitant and is consistent with the requirements of the MQBA; and
- (e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and

WHEREAS, the Municipal Council of the City desires to make application to the Local Finance Board for (i) its approval of the adoption of the Dissolution Ordinance and the Bond Ordinance, and (ii) its approval of the issuance of, and of the proposed maturity schedule for such Bonds, to be issued in the form of "qualified bonds" under the MQBA; and

WHEREAS, the City believes that the maturity schedules contained in the Application to the Local Finance Board are in the best interests of the City.

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

TITLE: **RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-20 AND N.J.S.A. 40A:3-4 AND ITS PREVIOUS CONDITIONAL APPROVAL**

1. The Application to the Local Finance Board is hereby approved. The City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in all matters pertaining thereto.
2. The Clerk is hereby directed to prepare and file copies of this Resolution, the Dissolution Ordinance and the Bond Ordinance with the Local Finance Board as part of such application.
3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon certified copies of the Dissolution Ordinance and the Bond Ordinance.
4. This Resolution shall take effect immediately upon its adoption.

JM/he
1/29/14

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD APPLICATION

BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, TO DISSOLVE THE JERSEY CITY PARKING AUTHORITY AND TO ISSUE CITY OBLIGATIONS IN FUTHERANCE THEREOF.

For Submission to the:

NEW JERSEY LOCAL FINANCE BOARD

Thomas Neff, Director

Patricia McNamara, Executive Secretary

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION DATA

APPLICANT'S NAME: City of Jersey City

ADDRESS: City Hall, 280 Grove Street

Jersey City, New Jersey 07302

COUNTY: Hudson

ID #: 22-6002013

YEAR: 2014

APPLICABLE STATUTE TO WHICH APPLICATION IS BEING SUBMITTED:

N.J.S.A. 40A:5A-20; N.J.S.A. 40A:3-4

AMOUNT FOR WHICH APPLICATION IS BEING SUBMITTED: \$1,000,000

CONTACT PERSON: Michael Hanley

TITLE: Financial Advisor

ORGANIZATION/FIRM: NW Financial Group, LLC

ADDRESS: 2 Hudson Place

Hoboken, New Jersey 07030

PHONE NUMBER: (201) 656-0115

SIGNATURE: _____

DATE: February 19, 2014

DATE OF HEARING _____

SCHEDULED TIME _____

REFERENCE FILE _____

LFB ACTION _____

WP DOC # _____

RESOLUTION SERVICE LIST

ACTING BUSINESS ADMINISTRATOR

NAME: Robert J. Kakoleski
ADDRESS: City Hall
280 Grove Street
Jersey City, New Jersey 07302
PHONE NUMBER: (201) 547-6540

CHIEF FINANCIAL OFFICER

NAME: Donna Mauer
ADDRESS: City Hall
280 Grove Street
Jersey City, New Jersey 07302
PHONE NUMBER: (201) 547-5042

CHIEF EXECUTIVE OFFICER OF THE PARKING AUTHORITY

NAME: Mary F. Paretti
ADDRESS: Jersey City Parking Authority
394 Central Ave
Jersey City, New Jersey 07307
PHONE NUMBER: (201) 653-6969

SPECIAL COUNSEL

NAME: George Hanley, Esq.
ADDRESS: Weiner Lesniak LLP
629 Parsippany Road, P.O. Box 0438
Parsippany, New Jersey 07054
PHONE NUMBER: (973) 403-1100

FINANCIAL ADVISOR

NAME: Michael Hanley
ADDRESS: NW Financial Group, LLC
2 Hudson Place
Hoboken, New Jersey 07030
PHONE NUMBER: (201) 656-0115

BOND COUNSEL

NAME: Philip A. Norcross, Esq.
ADDRESS: Parker McCay P.A.
9000 Midatlantic Drive, Suite 300, P.O. Box 5054
Mount Laurel, New Jersey 08054-5054
PHONE NUMBER: 856-596-8900

AUDITOR

NAME: Frederick Tomkins
ADDRESS: Donohue Gironda & Doria
310 Broadway
Bayonne, New Jersey 07002
PHONE NUMBER: (201) 437-9000

EXECUTIVE SUMMARY

The City of Jersey City (“the City”), in the County of Hudson, is submitting this application pursuant to N.J.S.A. 40A:5A-20 to obtain Local Finance Board’s approval of:

- 1) an ordinance dissolving the Jersey City Parking Authority (“JCPA”) and assigning its powers to City departments (the “Dissolution Ordinance”); and
- 2) a bond ordinance authorizing the issuance of obligations to pay for the costs of certain outstanding obligations and liabilities of the JCPA in furtherance of the JCPA’s dissolution (the “Bond Ordinance”).

The dissolution of the JCPA will provide the City with significant annual savings and result in operational efficiencies and relief to local residents all as more particularly described in this Application and its Exhibits.

Background: The Statutory Requirements for the Dissolution of an Authority

N.J.S.A. 40A:5A-20 provides that a municipality (which has established an authority) shall have the power to dissolve the authority by means of an ordinance approved by the Local Finance Board prior to final adoption by the municipality. According to the statute, the Local Finance Board “shall approve the dissolution if it finds that the ordinance...makes adequate provision (in accordance with a bond resolution or otherwise) for the payment of all creditors or obligees of the authority, and that adequate provision is made for the assumption of those services provided by the authority which are necessary for the health, safety, and welfare of the recipients of those services.”

The City respectfully requests that the Board determine that the statutory requirements for the dissolution of the JCPA have been satisfied and that, by the combination of the Dissolution Ordinance and the Bond Ordinance, the City will have appropriately made adequate provision for the payment of all outstanding obligations and liabilities of the JCPA and will assume all of the services provided by the JCPA which are necessary to continue such services for the residents and visitors of the City all as more particularly described herein.

Attached hereto as Exhibit B is a copy of the Dissolution Ordinance, which was introduced on February 11, 2014 and is expected to be adopted on second reading on March 12, 2014. Attached hereto as Exhibit D is a copy of the Bond Ordinance, which was introduced February 11, 2014 and is expected to be adopted on second reading on March 12, 2014.

Payment of JCPA Creditors and Obligees

The Dissolution Ordinance provides for the dissolution of the JCPA and the assumption of service responsibility by the City effective three months after the adoption of the Dissolution Ordinance. Prior to that time, the JCPA will continue to operate its system, but the City will begin to pay certain costs associated with the dissolution, as identified below.

As of the date hereof, the JCPA has \$6,511,963.78 in total outstanding liabilities, consisting of the following:

- 1) \$5,914,683 in outstanding bond payments owed to the City under a Funding Agreement for the repayment of certain bonds issued by the City for the financing of the acquisition of the JCPA's Central Avenue Headquarters;
- 2) \$83,756.20 in outstanding lease payments on JCPA vehicles ; and
- 3) \$513,524.58 in accrued sick and vacation time that was owed to JCPA employees as of December 31, 2011 and that will be paid upon separation;

Since the \$5,914,683 in outstanding bond payments is owed to the City under a Funding Agreement related to certain bonds issued by the City, the City does not need to bond for the payment of such obligations and will continue to pay debt service on such bonds. In addition, the City plans to assume the \$83,756.20 in outstanding lease payments related to certain JCPA vehicles, so no debt will be utilized to fund the costs thereof.

If and to the extent that JCPA funds on hand are insufficient to pay the balance of the obligations and liabilities of the JCPA, the City proposes to bond for such costs, including, but not limited to, the funding of the accrued vacation, personal, and sick time owed to JCPA employees. To that end, the total authorization in the attached Bond Ordinance is \$1,000,000 in order to account for the \$513,524.58 in accrued sick and vacation time that is owed to JCPA employees and \$486,475.42 for costs of issuance and in contingency for unforeseen obligees. In connection therewith, the City requests that any bonds to be issued under the Bond Ordinance (the "Bonds") be entitled to the benefits of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. (the "MQBA") and request formal approval thereof pursuant to this Application.

Notwithstanding the request to issue Bonds pursuant to the MQBA, the City presently expects to issue Bond Anticipation Notes (the "Notes"), as needed, for the payment of expenses relating to the dissolution of the JCPA. For such purpose, when issued, the City presently expects to pay down the notes over 5 years. Please refer to Exhibit A for a proposed combined maturity schedule and sources and uses of the Notes, based upon a proposed 5 year paydown schedule.

In order to make a final determination as to outstanding obligations and liabilities due and owing for the JCPA, and in order to determine the principal amount of Bonds or Notes to be issued, in accordance with the requirements of the Local Authorities Fiscal Control Law, the JCPA has provided a comprehensive statement of obligations signed by the Chairman and certified by the Treasurer of the JCPA, included herein as Exhibit E.

JCPA Services to be Assumed by City

Effective three months after the adoption of the Dissolution Ordinance, the services and functions provided currently by the JCPA will be subsumed into the operations of the City. The services and functions of the Administration Division of the JCPA will be absorbed by the City's Department of Administration. The services and functions Operations Division of the JCPA will be absorbed primarily by the City's Department of Public Works ("DPW"). Lastly, the functions

of the Enforcement Division of the JCPA will be carried out by new Parking Enforcement Unit within City's Department of Public Safety ("DPS"). As functions are subsumed into City operations, the JCPA's employees' positions will be terminated and many will be rehired as City employees. A study as to the merger of the JCPA's operations into the City, performed by Weiner Lesniak LLP, is attached as Exhibit C hereto.

Cost Savings Provided by the Dissolution of the JCPA

Over the last five years, the City has commissioned several studies and performed internal analysis to identify ways to improve operational efficiencies and to provide financial relief to City residents. These studies have demonstrated savings opportunities created by the dissolution of the JCPA and the assumption of these services and functions by the City. In particular, there are several divisions within the JCPA and various City departments that are redundant and will be eliminated as a result of the dissolution of the JCPA and the assumption of its services by the City. Based on CY2013 Budget Appropriations the total annual savings are estimated to be approximately \$1.67 million.

Examples of redundant, duplicated, or eliminated functions are:

- 1) Handling of personnel, health benefits, payroll, human resources and purchasing;
- 2) Building, parking lot and vehicle maintenance;

Estimated Savings from JCPA Dissolution

Division	JCPA Salaries¹	City Salaries After Dissolution²	Savings
Administration	\$ 972,588.32	\$ 340,000.00	\$ 632,588.32
Enforcement	1,985,588.64	1,721,551.00	264,037.64
Operations	676,836.80	330,151.00	346,685.80
Total	\$ 3,635,013.76	\$ 2,391,702.00	\$ 1,243,311.76
Employee Benefits Savings ²			\$ 435,159.12
Total Savings			\$ 1,678,470.88

¹Source: Jersey City Parking Authority

²Source: Jersey City Department of Business Administration

Local Finance Board Approval

The City has thoroughly examined the dissolution of the JCPA and the assumption of the JCPA's services and functions by the City and has determined conclusively that the merger will improve the economy and efficiency of City operations. In order to fully effectuate the same, the City respectfully requests that the Local Finance Board provide its approval for final adoption of the Dissolution Ordinance and provide its approval for the adoption of the Bond Ordinance to

authorize the issuance of the Bonds as "qualified bonds" entitled to the benefits of the MQBA pursuant to N.J.S.A. 40A:3-4 and, in furtherance thereof, endorse its consent upon the Bond Ordinance pursuant to such statute. With this application, the City has satisfied the statutory requirements for the dissolution of the JCPA, and requests the Local Finance Board's approval to proceed.

SUBMISSION REQUIREMENTS

PART I APPLICATION RESOLUTION AND CERTIFICATION

PART II PROPOSED ISSUANCE OF OBLIGATIONS

PART VII DISSOLUTION OF AUTHORITY

PART VIII QUALIFIED BOND ISSUE

EXHIBIT A SOURCES & USES/DEBT SERVICE

EXHIBIT B DISSOLUTION ORDINANCE

EXHIBIT C STUDY EVALUATING THE COSTS AND BENEFITS OF MERGING
THE JCPA AND THE DEPARTMENT OF PUBLIC WORK

EXHIBIT D BOND ORDINANCE

EXHIBIT E CERTIFICATION BY CHAIRMAN AND TREASURER OF
AUTHORITY

EXHIBIT F LIST OF LOCAL FINANCE BOARD APPLICATIONS FOR THE
LAST FOUR YEARS

PART I

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION CERTIFICATION

APPLICANT'S NAME: City of Jersey City

I, Robert J. Kakoleski, Acting Business Administrator
(name) (title)

OF THE City of Jersey City
(applicant)

DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the City of Jersey City on Wednesday, December 18, 2013; and

That the governing body of the City of Jersey City has notified each participating local unit of its submission of this application to the Local Finance Board and has made available to each, a true copy of this application.

Robert J. Kakoleski, Acting Business Administrator

ATTEST:

(date)

Is volume cap allocation necessary? No

If yes: has volume cap allocation been received?

N/A N/A
(yes) (no)

From whom: _____

For how much: _____

Will the 1986 Tax Reform Act or any proposed changes to the Act impose restrictions as to the type of financing and/or limitation on debt structuring?

If yes Describe: No

5) DESCRIPTION OF OBLIGATION:

(A) Short term Obligations (if applicable)

Proposed Interest Rate: **1.00%**

Maximum Interest Rate: **5.00%**

(B) Permanent Bonds

Proposed Interest Rates

From _____ To _____

Maximum Interest Rates

From _____ To _____

(C) Maturities ⁽¹⁾

Serial Maturities from: 2015 to 2019

(D) Amortization (check one)

_____ Bullet Maturity

_____ Level Principal

X Level Debt Service

_____ Other: _____

(E) If the obligations will have a variable interest rate, answer the following questions:

N/A

- (1) Explain the benefit in issuing variable rate bonds.
- (2) What are the administrative costs anticipated from the issuance and renewal of the variable rate bonds?
- (3) Explain the benefit in issuing variable rate bonds.
- (4) What are the administrative costs anticipated from the issuance and renewal of the variable rate bonds?
- (5) Under what circumstances can the variable rate be converted to a fixed rate and what is the conversion fee?

(F) Security pledge for Repayment of Obligations:

<u>TYPE</u>	<u>JURISDICTION PROVIDING SECURITY</u>
<u> X </u> Ad Valorem Taxation	<u> City of Jersey City </u>
<u> </u> Revenue/Charges	<u> </u>
<u> </u> Service Agreement	<u> </u>
<u> </u> Lease/Purchase Agreement	<u> </u>
<u> </u> County Deficiency Agm.	<u> </u>
<u> </u> Unconditional Guaranty	<u> </u>
<u> X </u> Other (describe):	<u> Municipal Qualified Bond Act </u>

6) Credit & Rating Matters

a) Ratings X Moody's Confirmed Applied For X Expected
 S&P Confirmed Applied For Expected
 Fitch Confirmed Applied For Expected

b) Bond Insurance Yes No X Pending
 If yes – Provider
 Amount
 Confirmed **If purchased by the successful bidder**

c) Letter of Credit Yes X No
 If yes – Provider

Amount _____
Confirmed _____

d) Other Credit or _____ Yes X No
Liquidity Support If yes – Provider _____
Amount _____
Confirmed _____

7) Issuance Matters

a) Method of Issuance Competitive X
Negotiated _____

b) Amount of outstanding debt prior to issue \$844,043,613

c) Net debt expressed as a percentage of equalized valuations of taxable real estate prior to issue (if applicable) 2.61%

d) Net debt expressed as a percentage of equalized valuations of taxable real estate after the issue (if applicable) 2.62%

e) Provide a recapitulation of applicant's indebtedness issued and outstanding as of the date of the application

See Net Debt Statement on the following page

Net Debt Statement

As of December 31, 2012

Issued:

General:

General Improvement Bonds	\$ 440,738,950.00
Green Trust Loans	1,458,506.00
HCIA Pooled Loans	1,083,334.00
Tax Refunding Notes	15,276,196.00
Bond Anticipation Notes	18,676,000.00
Water Improvement Bonds	37,425,000.00
School Improvement Bonds	64,445,000.00
Pension Refunding Bonds	42,740,000.00
Total Gross Statutory Debt Issued	<u>\$ 621,842,986.00</u>
Debt of JCMUA Guaranteed by City	<u>222,200,627.00</u>
	<u>\$ 844,043,613.00</u>
Less Statutory Deductions to Debt Limit:	
Debt of JCMUA Guaranteed by City	\$ 222,200,627.00
Receivable from JCMUA for Issued Water Debt	37,425,000.00
Bonds and Notes for School Purposes	64,445,000.00
NJSA40A:2-52 Refunding Bonds - Pension Refunding	42,740,000.00
NJSA40A:2-52 Refunding Bonds - Tax Appeal Refunding	15,276,196.00
Net Debt Issued	<u>\$ 461,956,790.00</u>

Authorized but not Issued:

General Improvements	\$ 26,614,831.00
Water Improvements	21,467,528.00
School Improvements	6,216,027.00
Total Authorized but not Issued	<u>\$ 54,298,386.00</u>
Less Statutory Deductions to Debt Limit:	
Bonds and Notes for School Purposes	6,216,027.00
Receivable from JCMUA for Issued Water Debt Authorized but not Issued	21,467,528.00
Net Debt Authorized but not Issued	<u>\$ 26,614,831.00</u>

Net Bonds and Notes Issued and Authorized but not Issued	<u>\$ 488,571,621.00</u>
Net Debt as a Percent of Equalized Valuation Basis	2.61%

- f) Provide a proposed maturity schedule indicating annual debt service payments broken down by principal and interest subsequent to the issuance of the proposed obligations

See Exhibit A

- 8) Provide the Sources and Uses of the Proposed Issue

See Exhibit A

Proposed Issuance Costs (Estimated)

	<u>Name</u>	<u>Proposed Amount</u>
Financial Advisor:	NW Financial Group, LLC	\$1,000
Bond Counsel:	Parker McCay P.A.	\$6,500
Auditor:	Donohue Girona & Doria	\$5,000
Paying Agent & Counsel:	To be determined	\$5,000
Underwriter	To be determined	\$5,000
Special Consultants:		
Ratings	Moody's	\$6,500
Printing	To be determined	\$3,000
Publication		
Miscellaneous		\$5,000
	TOTAL ISSUANCE COSTS	<u>\$37,000</u>

9) Budget and Audit Submission Requirements

- a) Has the current years budget been approved and adopted by the Division of Local Government Services

Yes

- b) Has the previous year's audit been completed and submitted to the Division of Local Government Services

Yes

- c) Provide a statement of the impact on the local unit or units budget, debt service requirements, debt service ratings, local tax rate and service fees if the proposed project is implemented or the proposed project financing is undertaken.

Based on the most recent JCPA audited financial statements, the proposed dissolution of the JCPA will result in the City realizing an additional \$5.8 million in revenue from parking revenue, lot rental revenue, and enforcement revenue from parking operations. In addition, the City will be able to operate the parking system

more efficiently than the JCPA and the proposed dissolution of the JCPA would lead to a reduction in operating expenses of \$1,472,487.54. This is equivalent decrease to the tax rate of approximately \$0.03, which would represent a decrease to the average home (\$92,600) of \$23.47 per year. This number is derived by subtracting the annual debt service on the notes from the total annual savings associated with the generated efficiencies.

- d) Has the annual Debt Statement been submitted to the Division of Local Government Services (if applicable)

Yes

- e) Has the Supplemental Debt Statement for this proposed issuance of obligations been submitted to the Division of Local Government Services (if applicable)

It will be filed upon introduction of the Bond Ordinance on December 18, 2013

- f) Has the Capital Budget been adopted (if applicable)

Yes

- 10) Provide a certified copy of an introduced ordinance and/or resolution adopted by the local unit indicating the Intent of the local unit for the issuance of the proposed obligation(s).

Please see Appendix D for a copy of the draft Bond Ordinance.

PART VII

DISSOLUTION OF AUTHORITY

- A) Provide a copy of the proposed ordinance(s) or resolution(s) to dissolve the Authority. The ordinance(s) or resolution(s) shall make adequate provision in accordance with a financing agreement and/or security agreement of otherwise for the payment of all creditors or obligees of the Authority and assure that adequate provision for the assumption of those services provided by the Authority which are necessary for the health, safety and welfare of the recipients of those services will be maintained.

Please see Exhibit B for a copy of the Dissolution Ordinance dissolving the JCPA.

- B) Provide a statement signed by the chairman and certified by the treasurer of the Authority, identifying the amounts owing to creditors and obligees of the Authority. This statement must be prepared by a date not more than thirty days preceding the submission to the Local Finance Board.

Please see Exhibit E for a copy of the certification of the Chairman and Treasurer of the JCPA.

- C) Provide a statement of the impact on the local unit or units budget, debt service requirements, debt service ratings, local tax rate and service fees if the dissolution of the Authority is implemented.

Based on the most recent JCPA audited financial statements, the proposed dissolution of the JCPA will result in the City realizing an additional \$5.8 million in revenue from parking revenue, lot rental revenue, and enforcement revenue from parking operations. In addition, the City will be able to operate the parking system more efficiently than the JCPA and the proposed dissolution of the JCPA would lead to a reduction in operating expenses of \$1,472,487.54. This is equivalent decrease to the tax rate of approximately \$0.03, which would represent a decrease to the average home (\$92,600) of \$23.47 per year. This number is derived by subtracting the annual debt service on the notes from the total annual savings associated with the generated efficiencies.

- D) Provide a statement of the description and the amount of permissible expenditures, if any, requested to be transferred to the local unit or units budget and certified by the Local Finance Board.

The dissolution of the JCPA will transfer approximately \$2,391,702 in salaries and wages, \$837,095 in fringe benefits and \$1,032,951 in other operating expenses from the JCPA to the City's budget.

- E) Provide a copy or copies of the bond ordinance(s) or resolution(s) proposed to be adopted by the local unit or units authorizing the issuance of obligations in furtherance of the dissolution of the Authority.

Please see Exhibit D for a copy of the Bond Ordinance.

F) Fee Schedule

All Fees are included under Costs of Issuance in Part II.

PART VIII

QUALIFIED BOND ISSUE

- A) Provide a breakdown of applications submitted to the Local Finance Board for the previous four years.

See **Exhibit F**

- B) What is the amount of annual Qualified Bond debt service payments prior to this issue

For Calendar Year 2013 - \$47,474,820

- C) What is the amount of the proposed annual Qualified Bond debt service payments if this issue is approved

For Calendar Year 2013 - \$47,474,820

- D) What is the amount of Qualified Bond revenues eligible to be pledged against debt service payments

For Calendar Year 2013 - \$63,844,685 (anticipated)

- E) Have the required Qualified Bond reports been submitted to the Division of Local Government Services, pursuant to the Local Finance Board resolution. If not explain reason.

Yes

EXHIBIT A

SOURCES & USES AND DEBT SERVICE SCHEDULE

EXHIBIT B
DISSOLUTION ORDINANCE

EXHIBIT C

**STUDY EVALUATING THE COSTS AND BENEFITS OF DISSOLVING THE JCPA AND
MERGING ITS OPERATIONS INTO CITY OPERATIONS**

EXHIBIT D
BOND ORDINANCE

EXHIBIT E

CERTIFICATION BY CHAIRMAN AND TREASURER OF THE JCPA

EXHIBIT F

**LIST OF LOCAL FINANCE BOARD APPLICATIONS FOR THE
LAST FOUR YEARS**

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

City Clerk File No. Res. 14.083
 Agenda No. 10.K
 Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE
 NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF
 HIGHWAY TRAFFIC SAFETY FOR THE 2014 DRIVE SOBER OR GET PULLED
 OVER SUPER BOWL CRACKDOWN**

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the Met Life Stadium in East Rutherford, New Jersey will host the Super Bowl on February 2, 2014; and

WHEREAS, thousands of visitors are expected to come into the State to attend the event, raising a public safety threat for an increase in impaired driving on our roadways; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this public safety threat in various jurisdictions, such as Jersey City, who is expected to see an increase in the number of visitors and tourists in our City because of this high profile event; and

WHEREAS; the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety has awarded the Jersey City Police Department **\$4000** in overtime reimbursement funding for the *2014 Drive Sober or Get Pulled Over Super Bowl Crackdown*; and

WHEREAS, the Jersey City Police Department would like to accept this **\$4,000.00 award**; and

WHEREAS, these grant funds will be used to conduct special enforcement patrols including roving patrols and fixed checkpoints targeting impaired drivers in Jersey City during the designated time period from January 28, 2014 until February 4, 2014.

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

1. The City of Jersey City authorizes the Jersey City Police Department to accept the **\$4,000** award from the Department of Law and Public Safety, Division of Highway Traffic Safety to be used to reimburse overtime DWI Checkpoints and Roving Patrols during the week of the Superbowl; and
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2014 DRIVE SOBER OR GET PULLED OVER SUPER BOWL CRACKDOWN

Project Manager

Department/Division	Jersey City Police Department	Police Grants Unit
Name/Title	P.O. Jaclyn Marcazo #2987	Police Officer
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 New Jersey Department of Law and Public Safety, the Division of Highway Traffic Safety has awarded the Jersey City Police Department 2014 Drive Sober or Get Pulled Over Super Bowl Crackdown Grant in the amount of \$4,000. These grant funds will be used to reimburse for overtime salaries of police officers who will be conducting DWI Roving Patrols and Fixed Checkpoints during the State's designated DWI crackdown period from January 28 until February 4, 2014.

Cost (Identify all sources and amounts)

\$4,000.00

Contract term (include all proposed renewals)

Term of allowable grant activities to be reimbursed must be from January 28 until February 4, 2014.

Type of award

Reimbursement Grant

If "Other Exception", enter type

Additional Information

Jersey City will be expecting large crowds of people throughout the week of the Super Bowl. These funds will help cover the costs for patrols targeting impaired drivers during this big event - before, during, and after the Super Bowl.

I certify that all the facts presented herein are accurate.


Signature of Department Director

01/27/14
Date

Jaclyn Marcazo

From: Robert Gaydosh <Robert.Gaydosh@lps.state.nj.us>
Sent: Wednesday, January 22, 2014 10:51 AM
To: kpascoal@essexsheriff.com; tford@fortleepolice.org; rpolonkay@garfieldpolice.org; jtaylor@kearnynjpd.org; NCOVIELLO@lyndhurstpolice.com; Jaclyn Marcazo ~~✗~~
Cc: mkihlberg@essexsheriff.com; jdowie@kearnynjpd.org; joconnor@lyndhurstpolice.com
Subject: Drive Sober Super Bowl Crackdown grant approval
Attachments: DSOGPO 2014 Super Bowl Crackdown Grantee Reporting Memo.doc; DSOGPO 2014 Super Bowl Crackdown Officer Daily Report.doc; DSOGPO 2014 Super Bowl Crackdown Summary Report Form.doc

Your 2014 Drive Sober Super Bowl Crackdown Grant (1/28/14-2/4/2014) is approved (\$4,000).

Attached are the reporting instructions to submit your final numbers and Reimbursement Request (\$\$\$) in SAGE after 2/4/2014.

Also attached is the Officer Daily Report Form (to be filled out by every officer for every OT shift).

You will receive an automatic email in the days ahead directing you to log on to your grant in SAGE and accept/execute the grant. Please stay tuned for that email and be sure to execute your grant when notified.

If you have any questions please let me know.

Bob Gaydosh
NJDHTS

CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.



JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE

1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Donna Mauer, C.F.O.
Office of Management and Budget

FROM: P.O. Jaclyn Marcazo #2987

DATE: January 27, 2014

SUBJECT: Super Bowl DWI Crackdown Grant

Dear Ms. Mauer,

Attached is the Fact Sheet and Resolution to Accept the award of \$4,000 from the Division of Highway Traffic Safety for the 2014 Drive Sober or Get Pulled Over Super Bowl Crackdown.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "P.O. Jaclyn Marcazo #2987".

P.O. Jaclyn Marcazo #2987

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

City Clerk File No. Res. 14-084
 Agenda No. 10.L
 Approved: FEB 11 2014
 TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (FEMA) UNDER THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR THE HIRING OF FIRE FIGHTERS

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, there is a critical need to have additional fire fighters due to a number of retirements, and

WHEREAS, the Fire Division has submitted an application to the US Department of Homeland Security (FEMA) under the Staffing for Adequate Fire and Response (SAFER) Grant Program, and

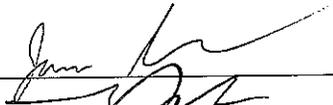
WHEREAS, the US Department of Homeland Security (FEMA) has approved the application and has awarded Jersey City \$6,868,000.00 for the hiring of new fire fighters, and

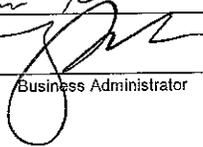
WHEREAS, the federal share of this grant is \$6,868,000.00 and the City's share of costs is \$0.00, and

WHEREAS, the Fire Division recommends accepting this funding to maintain public safety, and

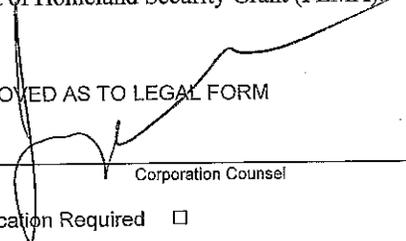
NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City to:

1. Accept the Grant from the US Department of Homeland Security (FEMA) in the amount of \$6,868,000.00, and
2. Authorize the Business Administrator of Jersey City to hereby execute and implement the Grant Agreement, and any other documents appropriate, with the United States Department of Homeland Security (FEMA).
3. The Office of Budget and Management is authorized to establish an account in the amount of \$6,868,000.00 for the US Department of Homeland Security Grant (FEMA).

APPROVED: 

 APPROVED: 

 Business Administrator

APPROVED AS TO LEGAL FORM


 Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSTAINED			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

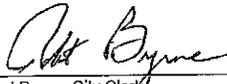
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (FEMA) UNDER THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR THE HIRING OF FIRE FIGHTERS

Initiator

Department/Division	Department of Public Safety	Fire Division
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

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

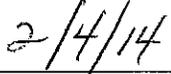
Resolution Purpose

To accept a Grant (SAFER) from FEMA to fill fire fighter vacancies caused by retirements. Also, the Grant will compensate the City to retain fire fighters hired under the previous SAFER Grant. The Grant calls for 25 new hires and 24 retention positions.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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



FEMA

Mr. Scott Mcdermott
Jersey City Dept of Fire & Emergency Services
465 Marin Boulevard
Jersey City, New Jersey 07302-2111

Re: Grant No.EMW-2013-FH-00425

Dear Mr. Mcdermott:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$6,868,000.00. The Federal share is \$6,868,000.00 of the approved amount and your share of the costs is \$0.00.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Award Package

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



FEMA

Mr. Scott Mcdermott
Jersey City Dept of Fire & Emergency Services
465 Marin Boulevard
Jersey City, New Jersey 07302-2111

Re: Grant No.EMW-2013-FH-00425

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Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANTS
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2013-FH-00425
GRANTEE: Jersey City Dept of Fire & Emergency Services
AMOUNT: \$6,868,000.00, Hiring

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response program is to provide funding directly to fire departments and volunteer firefighter interest organizations in order to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grants program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient accepts and agrees to abide by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the funds provided through the Fiscal Year 2013 Staffing for Adequate Fire and Emergency Response grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2013 Staffing for Adequate Fire and Emergency Response program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Period of Performance

16-APR-14 to 15-APR-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$4,418,000.00
Fringe Benefits	\$2,450,000.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$6,868,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

Any questions pertaining to the award package, please contact the GPD Grants Management Specialist: Nancy Cannon at Nancy.Cannon@dhs.gov

3861 characters left

System for Award Management (SAM)

Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

4000 characters left

Agreement Articles



FEMA

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

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE

GRANTEE: Jersey City Dept of Fire & Emergency Services

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2013-FH-00425

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Administrative Requirements
Article II	Lobbying Prohibitions
Article III	Financial Reporting
Article IV	GPD - Trafficking Victims Protection Act of 2000
Article V	GPD - Drug-Free Workplace Regulations
Article VI	Fly America Act of 1974
Article VII	Activities Conducted Abroad
Article VIII	Acknowledgement of Federal Funding from DHS
Article IX	Copyright
Article X	Use of DHS Seal, Logo and Flags
Article XI	DHS Specific Acknowledgements and Assurances
Article XII	Civil Rights Act of 1964
Article XIII	Civil Right Act of 1968
Article XIV	Americans with Disabilities Act of 1990
Article XV	Age Discrimination Act of 1975
Article XVI	Title IX of the Education Amendments of 1972
Article XVII	Rehabilitation Act of 1973
Article XVIII	Limited English Proficiency
Article XIX	Animal Welfare Act of 1966
Article XX	Clean Air Act of 1970 and Clean Water Act of 1977
Article XXI	Protection of Human Subjects
Article XXII	National Environmental Policy Act (NEPA) of 1969
Article XXIII	National Flood Insurance Act of 1968

Article XXIV	Flood Disaster Protection Act of 1973
Article XXV	Coastal Wetlands Planning, Protection, and Restoration Act of 1990
Article XXVI	USA Patriot Act of 2001

Article I - Administrative Requirements

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article II - Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article III - Financial Reporting

Recipients will be required to submit a semi-annual Federal Financial Report (FFR), Standard Form (SF-425) through the AFG online e-grant system. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR is due semi-annually based on the calendar year beginning with the period after the award is made. Recipients are required to submit an FFR throughout the entire period of performance of the grant. The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31). At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IV - GPD - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article V - GPD - Drug-Free Workplace Regulations

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2

CFR3001.

Article VI - Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.- 4 -§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article VII - Activities Conducted Abroad

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Acknowledgement of Federal Funding from DHS

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IX - Copyright

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article X - Use of DHS Seal, Logo and Flags

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

Article XI - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United

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

Article XII - Civil Rights Act of 1964

Recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII - Civil Right Act of 1968

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

Article XIV - Americans with Disabilities Act of 1990

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

Article XV - Age Discrimination Act of 1975

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

Article XVI - Title IX of the Education Amendments of 1972

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

Article XVII - Rehabilitation Act of 1973

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII - Limited English Proficiency

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XIX - Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C.

§2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX - Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI - Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXII - National Environmental Policy Act (NEPA) of 1969

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXIII - National Flood Insurance Act of 1968

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44CFR Part 63.

Article XXIV - Flood Disaster Protection Act of 1973

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the

agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVI - USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT						
1. AGREEMENT NO. EMW-2013-FH-00425		2. AMENDMENT NO. 0		3. RECIPIENT NO. 22-6002013		4. TYPE OF ACTION AWARD
5. CONTROL NO. W497249N		6. RECIPIENT NAME AND ADDRESS Jersey City Dept of Fire & Emergency Services 465 Marin Boulevard Jersey City New Jersey, 07302-2111		7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Arlyce Powell 202-786-9523		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
9. NAME OF RECIPIENT PROJECT OFFICER Scott Mcdermott		PHONE NO. 2015474239		10. NAME OF PROJECT COORDINATOR Catherine Patterson		PHONE NO. 1-866-274-0960
11. EFFECTIVE DATE OF THIS ACTION 16-APR-14		12. METHOD OF PAYMENT SF-270		13. ASSISTANCE ARRANGEMENT Cost Sharing		14. PERFORMANCE PERIOD From: 16-APR-14 To: 15-APR-16 Budget Period From: 21-OCT-13 To: 30-SEP-14
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
SAFER	97.083	2014-M3-C211-P4310000- 4101-D	\$0.00	\$6,868,000.00	\$6,868,000.00	\$0.00
TOTALS			\$0.00	\$6,868,000.00	\$6,868,000.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16a. FOR NON-DISASTER PROGRAMS, RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS, RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A						DATE N/A
18. FEMA SIGNATORY OFFICIAL (Name and Title) Rosalie Vega						DATE 17-DEC-13

Go Back

Entire Application

Overview

*** Are you a member, or are you currently involved in the management of the fire department or organization applying for this grant with this application?**

Yes, I am a member/officer of this applicant

If you answered **No**, you must please complete the preparer information below. If you answered **Yes**, please skip the Preparer Information section.

Note: Fields marked with an * are required.

Preparer Information	
*Preparer's Name	
*Address 1	
Address 2	
*City	
*State	
*Zip	- Need help for ZIP+4?

In the space below please list the **Primary** person your organization has selected to be the **point of contact** for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion, has the authority to make decisions on and to act upon this grant application.

The Primary Contact, as listed below, is the person for which all exchanges of information will be made relative to the application. If you are not the person to be contacted please provide the appropriate person's contact information below.

In addition to the Primary Contact information, you will be asked to provide two (2) Alternate points of contact on the next page. The Alternate contacts should also be able to answer any questions relative to this application in the event that Primary Contact is unavailable. When you are finished, click the Save and Continue button below.

Reminder: Please list only phone numbers where we can get in direct contact with the point of contact(s).

Note: Fields marked with an * are required.

Primary Point of Contact	
*Title	Firefighter
Prefix	N/A
*First Name	Scott
Middle Initial	
*Last Name	McDermott
*Primary Phone	973-725-1870 Ext. Type cell
*Secondary Phone	201-547-4247 Ext. Type work
Optional Phone	Ext. Type Select

Fax	
*Email	mcdermott.scott@gmail.com

Contact Information

Alternate Contact 1 Information	
* Title	Chief of Department
Prefix	N/A
* First Name	Darren
Middle Initial	
* Last Name	Rivers
* Primary Phone	201-955-7419 Ext. Type cell
* Secondary Phone	201-547-4200 Ext. Type work
Optional Phone	Ext. Type Select
Fax	
*Email	abc@xyz.org

Alternate Contact 2 Information	
* Title	Deputy Director
Prefix	N/A
* First Name	Jerome
Middle Initial	
* Last Name	Cala
* Primary Phone	201-547-4239 Ext. Type home
* Secondary Phone	201-547-4240 Ext. Type work
Optional Phone	Ext. Type Select
Fax	
*Email	jcala@njcps.org

Applicant Information**EMW-2013-FH-00425**

Originally submitted on 08/29/2013 by Scott McDermott (Userid: mkm6567)

Contact Information:**Address: 465 Marin Blvd****City: Jersey City****State: New Jersey****Zip: 07302****Day Phone: 2015474239****Evening Phone:****Cell Phone: 9737251870****Email: mcdermott.scott@gmail.com**

Application number is EMW-2013-FH-00425

* Organization Name	Jersey City Dept of Fire & Emergency Services
* What kind of organization do you represent?	All Paid/Career
If you answered combination, above, what is the percentage of career members in your organization?	%
* Type of Jurisdiction Served	City
If other, please enter the type of Jurisdiction	
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Hudson
* Employer Identification Number	22-6002013
* Are you sharing an EIN with another organization?	No
If yes, please enter the name of the entity with whom you share an EIN	
* What is your organization's DUNS Number?	957042419
* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?	Yes
* I acknowledge that before receiving a Federal Award from the Assistance to Firefighters Grant Program, my organization (Entity) must register in SAM.gov prior to being awarded. Note: Please be advised that you must renew your registration in SAM.gov annually. If you have previously registered in SAM.gov, click here to check the expiration date on your current registration. If your organization is currently not registered in SAM.gov, please complete the registration shortly after submitting this application. If you need assistance please contact <i>The Federal Service Desk</i> or your financial office if your organization is a part of the local government.	<input checked="" type="checkbox"/>
Headquarters Physical Address	
* Physical Address 1	465 Marin Boulevard

Physical Address 2	
* City	Jersey City
* State	New Jersey
* Zip	07302 - 2111 Need help for ZIP+4?
Mailing Address	
* Mailing Address 1	465 Marin Boulevard
Mailing Address 2	
* City	Jersey City
* State	New Jersey
* Zip	07302 - 2111 Need help for ZIP+4?
Account Information	
* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	031207607
* Your account number	8100246573
Additional Information	
* For this fiscal year (Federal) is your jurisdiction receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* If awarded this grant, will your jurisdiction expend greater than \$500,000 in Federal share funds during the Federal fiscal year in which the grant was awarded?	No
* Is the applicant delinquent on any federal debt?	No
If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:	

Applicant Characteristics (Part I)

* Are you a member of a <u>Fire Department</u> or authorized representative of a fire department?	Yes
* Are you a member of a Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	No
* Please indicate the type of community your organization serves	Urban
* What is the square mileage of your first-due response area?	21.1
* What percentage of your response area is protected by hydrants?	100 %
* Does your organization protect critical infrastructure of the state?	Yes
Percentages in three answers below must sum up to 100%:	
* How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties?	10 %
* What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes?	30 %
* What percentage of your jurisdiction's land is used for residential purposes?	60 %
* How many occupied structures (commercial, industrial, residential, or institutional) in your jurisdiction are more than four stories tall? Do not include structures which are not regularly occupied such as silos, towers, steeples, etc.	22663
* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served?	242389
* How many stations are operated by your organization?	16
* Please indicate if your department has a formal automatic/mutual aid agreement with another community or fire department and the type of agreement that exists.	Both automatic and mutual aid
* What services does your organization provide?	Structural Fire Suppression Medical First Response Hazmat Operational Level Hazmat Technical Level Rescue Operational Level Rescue Technical Level

Active Firefighting Staff, use these definitions to answer the questions about "firefighter" positions

Active Firefighter Position

An individual having the legal authority and responsibility to engage in fire suppression; being employed by a fire department of a municipality, county, or fire district; being engaged in the

	prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.
Full-time Paid Firefighter Position	Full-time positions are those that are funded for at least 2,080 hours per year (i.e., 40 hours per week, 52 weeks per year.) The program office will also consider funding the sharing of a full-time position with sufficient justification. A job-share position is a full-time position that is occupied by more than one person.
Part-time Paid Firefighter Position	Part-time paid firefighters receive pay for being on duty at the fire station, whether or not they respond to any alarms. They may or may not receive benefits.
Volunteer Firefighter Position	Volunteer firefighters receive no financial compensation for their services other than life/health insurance, workers compensation insurance, and/or stipend per call.

SAFER intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced or restored staffing, a SAFER grantee's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene. The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in restoring your staffing levels.

Use the following definitions when completing the table below.

Total # of Operational Career Personnel — this number represents the total number of **authorized and funded active, full-time uniformed/operational career positions** employed by your department on the dates indicated. (Note: only operational positions — including operational officers — should be included)

Operational Officers — of the operational career positions indicated in the "Total # of Operational Career Personnel" field above, how many of those serve in **operational officer-level (both command and company)** positions?

NFPA Compliance — of the "Total # of Operational Career Personnel" indicated, how many are assigned to **field or response apparatus positions that directly comply with NFPA 1710 (Section 5.2.4.2 — Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 — Staffing and Deployment)?** (Note: Officers should also be included in this number but **only if they directly support NFPA 1710 or NFPA 1720 compliance**)

Note: The number of **career positions** in any of these fields should include positions which are job-shared. Job-shared positions will be counted as one (1) regardless of how many personnel fill those positions.

For more information regarding these standards please see the program guidance or go to www.nfpa.org/saferactgrant

	Total # of Operational Career Personnel	# Operational Officers	# NFPA Support
* Staffing levels as of January 1, 2008	612	125	612
* Staffing levels as of June 30, 2012	563	125	563
* Staffing levels at the time of application	563	125	563
* If awarded this grant, how many authorized and funded active, full-time uniformed career positions will be in your department? (Whole Numbers only)	588	125	588

* If awarded the number of positions requested in this application, will this restore your department's staffing level to the level that existed before the department lost positions to layoffs or attrition?	No
--	----

* At the time of application, how many positions in your department are filled with part-time paid firefighters? Note: If you utilize part-time firefighters, please explain in your narrative, the number of part-time firefighters, the number of NFPA support positions that these part-time firefighters occupy, and how they are scheduled to meet your staffing needs.	0
* At the time of application, how many active volunteer firefighters are in your department?	0
* If awarded this grant, how many active volunteer firefighters will be in your department?	0
* Do you currently report to the National Fire Incident Reporting System (NFIRS)?	Yes

Applicant Characteristics (Part II)

	2012	2011	2010
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	3	2	2
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	104	87	82
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	84	62	22
* What is your department's operating budget (including personnel costs) for your current (at time of application) fiscal year and for the previous three fiscal years? Please indicate in the text box next to each of the budget figures what fiscal year that amount pertains to.			
	65525202 Budget: 62776000 Fiscal Year: 2012 Budget: 64845268 Fiscal Year: 2011 Budget: 62929687 Fiscal Year: 2010		
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	100 %		
Grants?	0 %		
Donations?	0 %		
Fund drives?	0 %		
Fee for Service?	0 %		
Other?	0 %		
If you entered a value into Other field (other than 0), please explain			
* How many frontline vehicles does your organization have in each of the types or classes of vehicle listed below that respond to first alarm assignments in support of NFPA 1710/1720? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. If you have multiple vehicles of the same type which have a different number of riding positions, please use the "average" number and provide additional information in the text box provided. Enter numbers only and enter 0 if you do not have any of the vehicles below.			
Type or Class of Vehicle	Total Number of Frontline Vehicles	Total Number of Available Riding Positions per Frontline Vehicle	Total Number of Filled Riding Positions per Frontline Vehicle per first alarm assignment
Engines (or Pumpers): (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Type I engine, Type II engine	16	6	3
Tankers: (pumping capacity of less than 750 gpm and water capacity of 1,000 gallons or more)	1	2	0

Tanker, Tender, Foam Tanker/Tender (greater than 1,250 gallon tank capacity)			
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	9	6	3
Brush/Quick attack: (pumping capacity of less than 750 gpm and water capacity of at least 300 gallons) Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Wildland/Urban Interface Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	2	0
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	1	8	4
Other: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	5	1	1
Please use this comments section if you wish to provide any additional information with regards to the Type or Class of Vehicle section above.			

Department Call Volume

* How many responses per year by category? Do not include responses/calls where your department was dispatched to provide mutual/automatic aid. (Enter whole numbers only. If you have no calls for any of the categories, enter 0.)	2012	2011	2010
Structural Fires	7492	7843	8724
Vehicle Fires	255	221	288
Vegetation Fires	380	406	694
EMS	10888	11422	11786
Rescue	3240	3259	3471
Hazardous Condition/Materials Calls	2517	2300	2376
Service Calls	22	4	23
Good Intent Calls	541	130	43
False Alarms	14506	16602	16959
Other Calls and Incidents	12181	11801	12400
Totals	52022	53988	56764
* In an average year, how many times does your organization receive mutual/automatic aid?	48		
* In an average year, how many times does your organization provide mutual/automatic aid? (Do not include first-due responses claimed above.)	140		

Request Details

The activity for your organization is listed in the table below.

Category	Number of Entries	Total Cost
Hiring or Rehiring Firefighters	2	6868000

Hiring or Rehiring Firefighters

* 1. Select which line-item below best describes your organization and the NFPA standard you are attempting to meet.

NFPA Requirements						
Check One	NFPA Standard (see the Program Guidance for more detail regarding these standards)	Department Characteristics	Demographic	Assembly Staffing	Response Time	Frequency of Time
X	1710	Career	With Aerial	15	8 min	90%
	1710	Career	Without Aerial	14	8 min	90%
	1720 - Urban	Urban Combo/Vol	> 1,000 pop/square mile	15	9 min	90%
	1720 - Suburban	Suburban Combo/Vol	500 - 1,000 pop/square mile	10	10 min	80%
	1720 - Rural	Rural Combo/Vol	< 500 pop/square mile	6	14 min	80%
	1720 - Remote	Remote Combo/Vol	Travel > 8 mi	4	n/a	90%

* 2a. In your best estimate, with your **current staffing** levels and **without** having to use overtime to fill the vacant positions, how often does your organization meet the NFPA assembly requirements detailed in the table above?
Retention Applicants: Answer this question as you would **IF** the layoffs had been executed prior to the start of the application period.

Rarely (1 to 19%) [Help](#)

* 2b. With the additional or restored staffing requested in this application, how often do you anticipate that your organization will meet the NFPA assembly requirements detailed in the table above?

Most of the Time (80 to 99%) [Help](#)

* 3a. Given your **current staffing** levels, **without** using overtime to fill vacant positions, and given the number of structure fires indicated in the "Department Call Volume" section of your application, what is the **average actual staffing** level on your **first arriving** engine company or vehicle capable of initiating suppression activities? (Up to one decimal e.g., 2.5)
Retention Applicants: Answer this question as you would **IF** the layoffs had been executed prior to the start of the application period.

2.6

* 3b. With the additional or restored staffing requested in this application and given the number of structure fires indicated in the "Department Call Volume" box of your application, what will be the **average actual staffing** level on your first arriving engine company or vehicle capable of initiating suppression activities? (Up to one decimal e.g., 2.5)

4

4. Is your request for hiring firefighters based on a risk analysis and/or

Yes

a staffing needs analysis?	
If Yes, describe how the analysis was conducted	A risk analysis was performed by Vincent Dunn an expert on staffing levels. A formal risk analysis was performed that was needs based and assisted with developing the actual background information need to write this grant.
5. If awarded a grant for hiring additional firefighters, will you provide them with an entry-level physical in accordance with NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, 2003 Edition, Chapter 6?	Yes, NFPA 1582 compliant
6. Do you currently provide annual medical/physical exams in accordance with NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments 2003 Edition, Chapter 6?	Yes, NFPA 1582 compliant
7. Will the personnel hired meet the minimum local or State EMS training and certification requirements, as designated by your agency?	Yes
8a. Do you assure that your organization will, to the extent practicable, seek, recruit, and hire members of racial and ethnic minority groups and women to increase their ranks within your department?	Yes
8b. If so, explain what efforts your organization has instituted and how successful those efforts have been. If not, explain what policies and procedures you will implement to assure that, to the extent possible, you will seek, recruit, and hire minorities and women. If additional space is needed for your response, please include it in the Narrative section of your application	The City of Jersey City has advertised on billboards and newspaper ads along with community outreach programs to recruit minorities and women for all government positions. the State of New Jersey who administers the testing for civil service positions also has community outreach programs to recruit minorities.
9a. Does your organization currently have a policy ensuring that firefighters in positions filled under the SAFER grants are not discriminated against for, or prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours?	Yes
9b. If so, explain what efforts your organization has instituted and how successful those efforts have been. If not, explain what policies and procedures you will implement to assure that, to the extent possible, this requirement will be met. If additional space is needed for your response, please include it in the Narrative section of your application.	Our Department has a formal policy not to discriminate against anyone for any reason. All firefighters are allowed to volunteer in the jurisdiction in which they live.
10. Does your department currently have a policy in place to recruit and hire veterans?	Yes
10b. If yes, please provide a brief description of the policy in place	The City of Jersey City has advertised on billboards and newspaper ads along with community outreach programs to recruit veterans for all government positions. The State of New Jersey who administers the testing for civil service positions gives additional points and ranks all veterans at the top of the list.

Budget Item

What is the type of position being filled with this Hiring activity line	
--	--

<p>item?</p> <p>Note: Only one type of position can be requested per line item. If you are seeking funding for more than one type of position or vacancy, you MUST enter each one separately by clicking on the "Add Budget Item" link. You can however have multiple line items for each position type and this should be used when the salary and benefits are different for each position/activity being requested.</p>	<p>Hiring firefighters into positions that have been lost due to attrition (retirement, voluntary separation, termination) as of the time of application</p>
<p>If you selected the rehiring or the retention activity option above, have you issued layoff notices for the positions?</p> <p>If yes, you will be required to attach copies of the official, signed, and issued layoff notices that correspond to the number of positions being requested.</p> <p>If no, you cannot apply under the rehiring activity. If applying under the retention activity and have not issued layoff notices, please contact the help desk at 1-866-274-0960 for instructions on completing this question.</p> <p>Please be sure you have read and understand the eligibility requirements for the rehire and retention activities in program guidance.</p>	
<p>* How many full-time firefighter positions, including job-shares, are you requesting?</p> <p>Note: Applicants requesting positions under the rehiring of firefighters activity (e.g., rehire, retention, or attrition) can request up to the number of positions that have been laid-off, received official notification of layoff action, or vacated due to attrition as described in the program guidance. Please note, if the positions being requested were not previously job-shared, then you will not be eligible to job-share these positions if awarded.</p> <p>"Full-time" is considered 2,080 hours or more worked per year and entitles the employee to receive benefits earned by the other full-time employees in the organization. "Job-share" is the term used to describe the hiring of more than one person to fill one full-time position. Part-time positions are less than 2,080 hours per year. Often part-time employees do not earn benefits or do not earn them at the same rate or level as full-time employees.</p>	<p>24</p>
<p>If you are requesting to fund a position that will be "shared" by more than one individual (e.g., job-shared), please indicate how many individuals will fill that position, provide an explanation as to why the position will be shared, and indicate whether or not this position is currently being job-shared. For applicants who are applying under the rehire, retention, and/or attrition activities, if the positions being requested were not previously job-shared, then you will not be eligible to job-share these positions if awarded.</p>	
<p>* What are the anticipated two year costs per requested Firefighter?</p>	<p>Base Salary: \$ 37000 Benefits Cost: \$ 25000</p>

	Year 2 Salary: \$ 45000
	Year 2 Benefits: \$ 25000

Budget Item

What is the type of position being filled with this Hiring activity line item?

Note: Only one type of position can be requested per line item. If you are seeking funding for more than one type of position or vacancy, you **MUST** enter each one separately by clicking on the "Add Budget Item" link. You can however have multiple line items for each position type and this should be used when the salary and benefits are different for each position/activity being requested.

Retaining firefighters who have received official notice of layoff action, as defined in the program guidance, but who have not been separated from employment as of the time of application

If you selected the rehiring or the retention activity option above, have you issued layoff notices for the positions?

If yes, you will be required to attach copies of the official signed, and issued layoff notices that correspond to the number of positions being requested.

If no, you cannot apply under the **rehiring activity**. If applying under the **retention activity** and have **not** issued layoff notices, please contact the help desk at 1.866.274.0960 for instructions on completing this question.

Please be sure you have read and understand the eligibility requirements for the rehire and retention activities in program guidance.

Yes

◆ File Name: SAFER LETTER FROM CITY.pdf
Description:

404 Not Found

OracleJSP: An error occurred. Consult your application/system administrator for support. Programmers should consider setting the init-param debug_mode to "true" to see the complete exception message.

How many full-time firefighter positions, including job-shares, are you requesting?

Note: Applicants requesting positions under the rehiring of firefighters activity (e.g., rehire, retention, or attrition) can request up to the number of positions that have been laid-off, received official notification of layoff action, or vacated due to attrition as described in the program guidance. Please note, if the positions being requested were not previously job-shared, then you will not be eligible to job-share these positions if awarded.

25

"Full-time" is considered 2,080 hours or more worked per year and entitles the employee to receive benefits earned by the other full-time employees in the organization. "Job-share" is the term used to describe the hiring of more than one person to fill one full-time position. Part-time positions are less than 2,080 hours per year. Often part-time employees do not earn benefits or do not earn them at the same rate or level as full-time employees.

If you are requesting to fund a position that will be "shared" by more than one individual (e.g., job-shared), please indicate how many individuals will fill that position, provide an explanation as to why the position will be shared, and indicate whether or not this position is currently being job-shared. For applicants who are applying under the rehire, retention, and/or attrition activities, if the positions being requested were not previously job-shared, then you will not be eligible to job-share these positions if awarded.

* What are the anticipated two year costs per requested Firefighter?

Base Salary:	\$ 45000
Benefits Cost:	\$ 25000
Year 2 Salary:	\$ 53000
Year 2 Benefits:	



\$ 25000

Budget

Hiring or Rehiring of Firefighters:

There is a two-year period of performance for grants awarded under the Hiring of Firefighters Category. Should the actual salary and benefits costs requested for reimbursement exceed awarded Federal funds, the grantee would be obligated to pay 100 percent of those costs. Therefore, please be sure you have provided accurate salary and benefit information and have confirmed this information with your Human Resources and/or Financial Office.

If you want to change any of the budget amounts on the matrix, you need to change the salary and benefit information on the previous Request Details screen.

Budget Matrix				
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total
Personnel	2,013,000	2,405,000	0	4,418,000
Benefits	1,225,000	1,225,000	0	2,450,000
Total:	3,238,000	3,630,000	0	6,868,000
Total Federal Share	3,238,000	3,630,000	0	6,868,000

Narrative Statement for Hiring or Rehiring of Firefighters

* **Element #1 - Project Description (30%):** This statement should describe the following:

- Why the applicant needs the grant funds;
 - How the requested firefighters will be used within the department;
 - A description of the specific benefit these firefighters will provide for the fire department and community.
 - If the applicant is requesting funding under the rehiring of firefighters activity, the narrative should provide details as to when and why the vacancies occurred and how the vacancies have affected the service to the community.
 - Applications must also discuss how the grant would enhance the department's ability to protect critical infrastructure.
-

The Jersey City Fire Department requests \$ 6,868,000 from the Staffing for Adequate Fire and Emergency Response (SAFER) Program to sustain 24 full-time firefighter positions that were eliminated as a result of fire department budget cuts and 25 fulltime firefighter positions slated to be eliminated for a total of 49 positions. These positions include post 9/11 veterans that were hired with the assistance of the 2010 SAFER grant program, but are now in jeopardy of being laid off as the 2010 grant expires because the City of Jersey City has not financially recovered sufficiently to sustain the positions.

Failure to secure federal funding to sustain these positions will force the department to eliminate engine and ladder companies and reduce service levels. In 2010, JCFD was awarded a SAFER grant for 64 positions. This grant was successful in its intent to make Jersey City safer and helped bridge the gap when Jersey City did not have the funding to hire the firefighters. Jersey City is able to retain most of those positions but has notified us of their impending layoff early next year if this grant is not awarded.

As of the 2010 United States Census, the population of Jersey City was 247,597, making it the second-most populous city in New Jersey. The Jersey City Fire Department (JCFD) provides services from 16 fire stations located throughout the city. Boasting a population density of 16,093 people per square mile, Jersey City is ranked 3rd in density in the United States and is one of the top 120 cities vulnerable to a terrorist attack. Situated across the Hudson River from Manhattan, with direct connections via the Holland Tunnel and PATH commuter subway system, Jersey City serves as an integral part of the New York Metropolitan area and is considered by the Department of Homeland security as critical infrastructure. The ties to the New York Metropolitan area are so strong that Jersey City Fire Department has a written mutual aid agreement with FDNY, and was requested for mutual aid during the 1993 WTC bombing and was requested and responded within the first half hour for the attacks on September 11, 2001.

The Jersey City Fire Department (JCFD) currently employs 563 uniformed firefighters to provide fire and emergency medical service to a major urban city often called "the sixth borough of New York City". The JCFD is the largest member of the Hudson County Mutual Aid Association. The Hudson County Mutual Aid Association is comprised of 7 fire departments that participate in a formal automatic/mutual- aid system. Hudson County the smallest county in New Jersey and one of the most densely populated in United States and has a population of 634,266. Jersey City provides the most mutual aid within the county of all of its mutual aid partners and is responsible to send a task force to all major fires within the county.

While the City has made considerable efforts in avoiding cuts to public safety, the severity of the financial situation has demanded it. A city imposed hiring freeze in 2008 prevented the JCFD from replacing firefighters who retired or separated from the city. Current budget projections indicate that the city will not be in a position to resume public safety hiring until late 2015 (earliest) to 2016. From January 1, 2008 to December 31, 2012, Jersey City had seen a net loss of 113 firefighters positions due to attrition --- the equivalent of 7 engine companies per day. SAFER funding since 2010 helped minimize this staffing shortage; however loss of funding for 49 positions will only worsen our currently understaffed organization.

Staffing analysis completed by both the City and the Firefighters IAFF local 1066 and 1064 indicate the JCFD is already below minimal staffing levels needed to effectively provide adequate fire and emergency medical service to its' citizens. The JCFD is committed to maintaining minimum staffing levels as dictated by the NFPA 1710 standard, but the continuing loss of firefighters will force the JCFD to eliminate critical response units. The consequences of unit could be the loss of

life and injury of both citizens and firefighters as a result of extended response times to underserved areas. Greater business and residential property losses are guaranteed to arise from lower staffing and longer response times. Funding assistance through the SAFER program will help curb the staffing shortage the JCFD is experiencing and strengthen its capability to deliver critical service in a timely manner. The funding will also bridge the gap to provide staffing into 2015, when the City projects the upturn of the financial crisis in our City.

On October 29th, 2012 Hurricane Sandy made landfall in Jersey City and the entire eastern side of the city along the Hudson River was submerged under water as well as the western side of the city along the Newark bay. The PATH train tunnels and the Holland tunnel were filled with water. Over 90% of Jersey City lost power, while large sections of the city's downtown, including City Hall and the Jersey City Medical Center (Regional Trauma Center), flooded and had to be evacuated. The JCFD was responding to structure fires with whatever unit was available. Truck company's would operate alone at fires until an Engine company secured other incidents and responded to the scene. Incidents like this have become more of a common place in this area. We have had similar experiences with blackouts, major snow storm, and major weather events including Hurricane Irene the year before.

***Element #2 - Impact on Daily Operations (30%):** This statement should explain how the community and current firefighters are at risk without the requested firefighters, and to what extent that risk will be reduced if the applicant is awarded. What impact will the newly funded positions have on NFPA?

The Jersey City Fire Department (JCFD) is career department staffed by 563 members who are trained to the Firefighter I and II standards of the NFPA 1001. Our department staffs 26 land-based companies while protecting an average of 500,000 people who live, work, or travel through this 21.1 square mile city each day. The JCFD operates 16 engine companies, 9 ladder companies, 1 heavy rescue company, 1 haz-mat company, 1 foam unit, and 1 high-rise, 1 tunnel unit and 2 marine units. Our department responds to over 22,000 emergency incidents per year. Historically our response times have met the current NFPA 1710 standard. We now fall out of compliance regularly due to the lack of adequate staffing.

With limited staffing the Department has been forced to randomly close firehouses on a rotating basis (brownouts). While these "brownouts" have prevented the permanent closing of any of our essential firefighting company's, the temporary closure of a single company affects over 53,000 people within that companies first due district with the increased emergency response time. The result is a cascading effect that can negatively impact the health and safety of both residents and firefighters alike.

Jersey City is not the only Department in Hudson County that is experiencing reduced manning; all Hudson county Departments have struggled to maintain proper staffing levels as a result of the economy. Recently we experienced an extremely close call as a result of reduced manning. In March, JCFD was called for mutual aid to a Harrison NJ to assist at the scene of a multiple alarm fire. Upon arrival Harrison directed the responding JCFD units to begin operations in one of the multiple buildings that were on fire. While crews were operating on the top floor, a major backdraft took place launching 5 firefighters from the building into the street. Multiple requests for additional manpower for ventilation and fire suppression could not be fulfilled due to lack of adequate staffing.

Superstorm Sandy continues wreck havoc on the economic state of the city in many ways with the loss of fire apparatus, the loss of a firehouse downtown for over 6 months, and including the many electrical fires caused by salt water infiltration into electrical components.

For 2012, the JCFD was rarely able to assemble the requisite fifteen firefighters to structure fires within eight minute. Sustainment of the firefighting personnel is expected to stave off further gaps in operational effectiveness and will help maintain firefighter safety. Along with other efficiency efforts, sustainment of these personnel should improve the above metric to 90 percent. Having the ability to assemble adequate numbers of personnel on scene allows critical areas to be covered quicker thereby reducing risk. This translates to improved citizen and firefighter safety and less property loss. Additionally, the JCFD cannot meet standard as set forth in 29 CFR 1910.134(g)(4) (also known as the "two-in, two-out rule) with current initial alarm assignment. Currently the JCFD consistently closes 5 company's everyday. We will be forced to closed and additional 2 company's daily for a total of 7 company's if this grant is not awarded.

According to the standards set in NFPA 1710 section 5.2.3.1.2, Jersey City qualifies as a jurisdiction which has high hazards, high incident frequency and tactical hazards. It is located within the most target intensive 3 mile corridor in the

United States, as identified by the US Department of Homeland Security. Based on this standard, each of our specialized units should be staffed with at least 5 members. Presently, our department is operating our specialized front line with only 4 members, which studies have shown as being 65% effective as compared to 5 member companies. These reductions in staffing have increased the risk to both the community and the firefighters responding with these specialized companies, which provide the primary protection for our target hazards.

During this period of reduced staffing, we have also seen a significant increase in workplace injuries and workman compensation claims. The JCFD has seen a 224 % increase in the rate of injuries in 2013 (up to submission of this application) which has been attributed to fatigue, as our members are attempting to perform the same duties with a significant reduction in staffing and without proper rehabilitation. The hiring of the 49 firefighters, if given a favorable award, will allow our members to respond in a safe and properly staffed manner and will lessen the mental and physical fatigue, leading to a reduction of firefighter injuries and illnesses, and bring us closer to OSHA standards for workplace injuries.

Staffing of our support units has been reduced to levels that eliminate any semblance of effectiveness. We have been forced to close our Training Division and reassign all personnel to fire suppression. Personnel normally assigned to our Fire Investigation Unit and Fire Prevention Bureau (FPB) have also been reassigned to the Fire Suppression force. These reassignments have caused ripple effects that threaten the safety of our firefighters and the public we serve. The reassignment of Fire Investigators has reduced our ability to completely investigate fires and prosecute persons who have intentionally started fires. The reassignment of Fire Inspectors has reduced our ability to efficiently perform inspections and enforce the safety requirements of the Fire Prevention Code. Dangerous conditions such as illegally converted apartments, vacant buildings and other potential fire hazards continue to exist undetected and the lack of staff in support positions has effectively eliminated our ability to create and implement training and safety programs.

***Element #3 - Financial Need (30%):** This statement should explain the applicant's organizational budget and its inability to address the need without federal assistance, including other actions the applicant has taken to meet their staffing needs.

Jersey City Fire Department Budgets

2008 \$63,946,718
 2009 \$64,393,744
 2010 \$62,929,687
 2011 \$64,845,268
 2012 \$62,776,000

In 2008 the JCFD employed 612 firefighters and had a budget of \$63,946,718. Four years later in 2012 JCFD employed 563 firefighters and had their budget slashed by over \$1,100,000. Keeping in mind that in 2012 FEMA supplied more than \$3,000,000 dollars for salaries to JCFD from the Safer Grant. That translates into 10% reduction in budget in 4 years time. Without this grant layoffs are certain to happen. The City has notified us that the Fire Department must reduce their budget by 6% for 2014 and has indicated that they will layoff firefighters if we do not obtain grant funding.

The decrease in the budget for the Fire Department is as a result of major cuts in State funding to Cities. Jersey City was enrolled in the Dept. of Community Affairs Distressed Cities Program, where the State of New Jersey allocates financial aid for the operational obligations the city is unable to meet. The State has ended the Distressed Cities program and will no longer be providing this critical aid. Coupled with a reduction in other state assisted programs, In 2012, Jersey City faced a 70 million dollar decrease in state aid.

To reduce the impact of budget cuts and ultimately service to the community, the JCFD has taken a number of steps to reduce expenses and prioritize emergency service delivery. Cost-cutting efforts include: delayed purchase of new apparatus and vehicles; eliminating public education programs and returning those staff firefighters back to field positions; reducing firefighter training; reducing overtime expenses; and reducing civilian staffing in our support and administrative operations.

During the great recession of 2008, the City of Jersey city was one of the most severely affected cities and has continued to rebound very slowly. While statistically measured economic conditions indicate slight improvement, recovery remains a more distant reality both for government and the private sector. The Consumer Price Index for Jersey City has increased 2.1 percent for the year although there has been little increase to the per capita income.

While there has been slight improvement in some sectors, our economic environment stagnates and promises limited growth in near future years. Annual local and regional government cuts have accumulated over the years, making reductions in service, training and resources even deeper. The New Jersey median household income of \$55,146.00, compared to \$37,862 in Jersey City. An alarming 19% of Jersey City's population is living below the poverty level. While the New Jersey unemployment rate is currently 8.6%, statistically, the residents of Jersey City face an unemployment rate of 12%. The bottom line is that Jersey City cannot afford to raise taxes.

Outside of the SAFER program, the Department has been unsuccessful in finding other funding sources to support the hiring of firefighters. Grant programs such as the Urban Area Security Initiative and state Homeland Security Grant Programs support equipment and training but not hiring of uniformed personnel

The JCFD has submitted this grant proposal as a last resort. We are unable to effectively complete our core mission, which is to protect our community's residents and critical infrastructure, while ensuring the health and safety of firefighters in the performance of their duties. With the assistance of federal funding through the SAFER Program, the hiring of 25 and the retention of 24 firefighters will not only place four front line fire suppression companies back in service but also make us NFPA 1710 compliant.

A favorable award will reduce response times to emergencies and enhance our ability to assemble an initial alarm assignment in accordance with NFPA 1710. Furthermore, it will help to reverse the increase in on-duty injuries. Finally, it will allow us the opportunity to provide the service that our residents expect and need of the Jersey City Fire Department.

The increased tax revenue anticipated in the next 2 to 3 years with the completion of many buildings currently under construction will also ensure the continued employment of 49 firefighters hired through this grant program beyond the required performance

***Element #4 - Cost/Benefit (10%):** This statement should explain, as clearly as possible, what benefits the applicant and/or their community will realize if the project described is funded (e.g., anticipated savings and/or efficiencies).

The requested funding of \$6,868,000 applied against the permanent population of Jersey City translates into a cost of \$28.33 per citizen; and when applied against the County population, the cost is further reduced to roughly \$10.52. Annualized over the two year performance period these cost reduce to \$5.26 per citizen for the City of Jersey City.

The requested funding of \$6,868,000 applied against the permanent population of Jersey City translates into a cost of \$28.33 per citizen; and when applied against the County population, the cost is further reduced to roughly \$10.52. Annualized over the two year performance period these cost reduce to \$5.26 per citizen.

Benefits to the City of Jersey City include improved response capacity; stop the brownouts and decreased response times; and further strengthening of the mutual/automatic-aid response for Hudson County. JCFD will comply with NFPA 1710 and will meet all requirements for apparatus response requirements. JCFD will be able to comply with the standards as set forth in 29 CFR 1910.134(g)(4) (also known as the "two-in, two-out rule) with current initial alarm assignment.

On a daily basis, the department struggles to maintain minimal staffing at its fire stations. Given the increasing number of vacancies that have occurred across all ranks, the department has become heavily dependent on its overtime budget to backfill these openings. This is not a sustainable funding model given limitations in overtime funding and a shrinking, overtaxed workforce.

Overtime funding to support staffing came at the expense of other critical needs such as training. A benefit of receiving the SAFER grant will allow the department to reallocate funding to once again support critical training programs that enhance firefighter safety and improve operational performance. The 49-firefighter positions will replenish workforce levels that support emergency response, thereby reducing the dependence on overtime funding.

Upon award notification, the JCFD will be able to sustain the firefighters hired through SAFER 2010 and avoid further service reductions. This grant will also increase the level of staffing to levels closer to that of 2008. The city of Jersey City intends to maintain these levels after the grant period. Most importantly, the savings from the added ability to save lives

and protect property cannot be measured in dollars alone.

***Element #5 - Performance (Additional Consideration):** Applicants should explain whether they have a proven track record for timely project completion and satisfactory performance in other AFG, FP&S, and SAFER awards.

The JCFD has always aggressively promoted entry-level test opportunities to all city residents, with a focus on community outreach programs, website advertising, and cultural fair representation, in efforts to attract a more diverse workforce that otherwise may not be aware of a career in the fire service and we will have recruiting efforts aimed at post 9/11 veterans. The testing process implements strategies to support the VOW to Hire Heroes Act of 2011.

Both the City Of Jersey City and the JCFD have a zero tolerance policies that address workplace discrimination and harassment of any type. As a Federally mandated Consent Decree City, the entry level firefighter exam and corresponding hiring list is promulgated by the New Jersey Civil Service Commission. To ensure the fairness, integrity and a racial make-up that best represents the demographics of the community the U.S. Department of Justice oversees this process and has approved the current hiring list. It should be noted that the top ranked candidates on every list are all military veterans returning from wartime service for our country.

Element #6 - Additional Information: If you have any additional comments you would like to include about your organization or this application, please provide them here.

Upon award notification, the JCFD will be able to sustain the firefighters hired through SAFER 2010 and avoid further service reductions. This grant will also increase the level of staffing to levels closer to that of 2008. The city of Jersey City intends to maintain these levels after the grant period.

Upon successful completion of background checks within 30 days of the award, the recruits will receive entry-level physical exams and immunizations in accordance with NFPA 1582.

Within 60 days of receipt of a favorable award notice, these firefighters will be fitted and provided with all necessary gear, will be enrolled in a recruit academy. They will receive training to Firefighter 1 and 2 levels in accordance with NFPA 1001, Haz-Mat Awareness and Operations levels, First Responder CPR, and Incident Command System levels 100, 200, and 700 and as EMTs which will further enhance their value to the JCFD and the community. Following completion of the academy curriculum, these firefighters will be immediately assigned to fill current vacancies in our suppression force.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to

the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Scott McDermott** on **08/27/2013**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3 Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable awarding office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance				
Street	City	State	Zip	Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **Scott McDermott** on **08/27/2013**

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Details	Complete
Budget	Complete
Narrative Statement	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- **YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED.** If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes. However, you must log in and submit application prior to the application deadline.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an * are required.

I, Scott McDermott, am hereby providing my signature for this application as of 11-Dec-2013.

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

City Clerk File No. Res. 14.085

Agenda No. 10.M

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF AGRICULTURE FOR THE CHILD AND ADULT CARE FOOD PROGRAM(CACFP)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Health and Human Services (Department) operates an annual Summer Food Nutrition Program for Children sponsored by the New Jersey Department of Agriculture as an extension of the free School Lunch Program; and

WHEREAS, there exists a need for the Department to continue providing these services by establishing a year round program to include children and adults, and

WHEREAS, the Child and Adult Care Food Program serves nutritious meals and snacks to participants enrolled for care at participating day care centers and day care homes and to children residing in homeless shelters and snacks to youths participating in after-school care programs, and

WHEREAS, the Child and Adult Care Food Program will play a vital role in improving the nutritional needs of eligible participants by serving nutritious meals and snacks to 750 children ages six to eighteen at approximately 15 sites in Jersey City, and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that the department is authorized to submit an application to the New Jersey Department of Agriculture to establish the Child and Adult Care Food Program for a period of one (1) year commencing on March 1, 2014

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION AUTHORIZING THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF AGRICULTURE FOR THE CHILD AND ADULT CARE FOOD PROGRAM(CACFP)

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Stacey Flanagan (201) 547-6560.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

CACFP will serve nutritious meals and snacks to participants enrolled for care at participating day care centers and day care homes and to children residing in homeless shelters and snacks to youths participating in after-school care programs.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

CACFP will play a vital role in improving the nutritional needs of eligible participants by serving nutritious meals and snacks to 750 children ages six to eighteen at approximately 15 sites in Jersey City.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

The program will ensure participants receive meals and snacks in accordance with the Recommended Daily Allowance (RDA) as set forth by the Department of Agriculture to provide proper nutritional intake ensuring better health outcomes and producing a healthier Jersey City.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

CACFP provides cash reimbursement to organizations serving meals and \$392, 832.20 will be made available in the 2014 Temporary and Permanent Budgets.

7. DATE PROPOSED OR PROJECT WILL COMMENCE: March 1, 2014

8. ANTICIPATED COMPLETION DATE: March 1, 2015

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:

Stacey Flanagan (201) 547-6560

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE

Stacey Flanagan

SIGNATURE OF DEPARTMENT DIRECTOR

02.04.14

DATE

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

City Clerk File No. Res. 14.086

Agenda No. 10.N

Approved: FEB 11 2014

TITLE:



A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE. (DIVISION OF COMMERCE)

WHEREAS, the City of Jersey City (the "City") has a need for space for the use of governmental offices; and

WHEREAS, the Jersey City Redevelopment Agency (the "JCRA"), is the owner of property located at 380-382 Martin Luther King Drive; and

WHEREAS, the City will enter into a License Agreement for certain space within the Martin Luther King Hub Plaza consisting of approximately 1,965 square feet and located at 380-382 Martin Luther King Drive (the "property"), to be used for the Division of Commerce ("Commerce"); and

WHEREAS, the City has agreed to a Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014; and

WHEREAS, the payment of rent shall be at a rate of \$13.33 per sq. ft. for a total of \$26,193.48 per year or \$2,182.79 per month; and

WHEREAS, there are additional common charges of approximately \$7,000.00 per year; and

WHEREAS, the City shall have the right to terminate the License Agreement at any time; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by resolution authorize the licence agreement of real property or personal property; and

WHEREAS, the sum of \$34,000.00 is available in the 2014 fiscal year budget in account number 01-201-31-432-304.

City Clerk File No. Res. 14.086

Agenda No. 10.N FEB 11 2014

TITLE:

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE (DIVISION OF COMMERCE)

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 attached License Agreement with the Jersey City Redevelopment Agency subject to such modification as may be deemed necessary or appropriate by Corporation Counsel.
2. The term of the License Agreement is a month to month tenancy not to exceed one year starting January 1, 2014 through December 31, 2014 at a rate of \$13.33 per sq. ft. for a total annual cost not to exceed \$26,193.48 payable in monthly installments of \$2,182.79.

I, Donna Mauer, Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$34,000.00 are available in account # 01-201-31-432-304 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40: A4-1 et seq. Requisition # 0165040 P.O. # 112547

APPROVED: Ann J. Mills, Asst. Est. Manager

APPROVED AS TO LEGAL FORM
[Signature]

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0165040

Assigned PO #

Requisition

Vendor
JERSEY CITY REDEVELOPMENT AGEN
66 YORK STREET
JERSEY CITY NJ 07302

JE296228

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AS FOLLOWS: THIS PURCHASE ORDER IS FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR OFFICE SPACE AT 380-382 MARTIN LUTHER KING DRIVE FOR THE DIVISION OF COMMERCE NAME OF CONTRACT: JERSEY CITY REDEVELOPMENT AGENCY TOTAL CONTRACT: \$34,000.00 ENCUMBRANCY: \$34,000.00 TO COVER FROM 1/1/14 THRU 12/31/14 PAYMENTS WILL BE MADE FROM TIMWE TO TIME ON PARTIAL PAYMENT VOUCHERS.	01-201-31-432-304	34,000.00	34,000.00

Requisition Total 34,000.00

Req. Date: 01/30/2014

Requested By: PEGGYR

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this _____ day of _____, 2014 between the **JERSEY CITY REDEVELOPMENT AGENCY** located at 66 York Street, Jersey City, New Jersey 07302 and the **CITY OF JERSEY CITY (City)**, having it's principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

ONE **Premises**

The City requires office space for the Division of Commerce ("Commerce") and the Jersey City Redevelopment Agency agrees to rent 1,965 sq. ft. of office space at 380-382 Martin Luther King Drive, Jersey City, New Jersey.

TWO **Term**

A Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014. The City shall have the right to terminate at any time without cause.

THREE **Use**

The City is currently using and may continue to use and occupy 1,965 sq. ft. of office space located at 380-382 Martin Luther King Drive, Jersey City, New Jersey for the Division of Commerce ("Commerce").

FOUR **Payment of Rent**

The City agrees to pay the Jersey City Redevelopment Agency rent in the sum of Two Thousand One Hundred Eighty Two Dollars and Seventy Nine Cents (\$2,182.79) per month for a total of Twenty Six Thousand One Hundred Ninety Three Dollars Forty Eight Cents (\$26,193.48) a year.

FIVE
Maintenance and Repairs

Landlord shall take good care of the Property and shall, at its own cost and expense, make all repairs and maintain the Property, including the heating system, water service, roof and common areas, in good condition and state of repair during the Term. The Landlord shall be responsible for keeping the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the Property free of ice, snow and debris. During the Term, the City shall maintain the Property subject to this License Agreement in good condition, wear and tear for a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the City excepted.

SIX
Damage

In case of the destruction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence, or improper conduct on the part of the Landlord or its agents, employees, guests, licensees, invitees, assignees or successors or other tenants at the Martin Luther King Hub Plaza, the Landlord shall repair the damage or restore any destroyed parts of the property, as speedily as possible, at the Landlord's sole cost and expense.

SEVEN
Signs

The Landlord shall provide a suitable place for a sign, indicating the location of the City's offices. The City shall place such signs in or about the property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

EIGHT
Utilities

The Landlord will have a separate PSE&G meter for property and the bill will be paid directly by the City to PSE&G.

NINE
Compliance

The Landlord shall promptly comply with all the laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or other public authorities and of all of their departments, bureaus, divisions and subdivisions, applicable to and affecting the property and its use and occupancy for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Property, during the Term

and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies with policies affecting the Property and its use, contents or events occurring thereat, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense.

TEN
Indemnification

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorneys' fees and from and for all claims and liability for losses or damages to the Property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

ELEVEN
Restriction of Use

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or any other casualty.

TWELVE
Inspection and Repair

The City agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purposes of examination the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

THIRTEEN
Termination

The City shall have the right at it's convenience to terminate the License Agreement at any time.

FOURTEEN
Validity of License Agreement

The terms, conditions, covenants and provisions of this License Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

FIFTEEN

Notices

All notices and demand, incidental to this License Agreement, or the occupation of the Property, shall be in writing. If the City desires to serve any notice or demand it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Jersey City Redevelopment Agency
66 York Street
Jersey City, New Jersey 07302
Attn: Chris Fiore

Notices from the Jersey City Redevelopment Agency shall be sent by certified mail, return receipt requested, or delivered to:

City of Jersey City
Office of Real Estate
365 Summit Avenue #239
Jersey City, New Jersey 07306

A copy of any notice to the City should also be addressed to the attention of the Jersey City Business Administrator.

SIXTEEN

Entire Contract

This License Agreement contains the entire contract between the parties. No representative, agent or employee of the Jersey City Redevelopment Agency has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Jersey City Redevelopment Agency and the City.

SEVENTEEN

The Jersey City Redevelopment Agency may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statuses or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY:

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Acting Business Administrator

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY:

CHRIS FIORE
Assistant Executive Director J.C.R.A.

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 CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

Resolution Purpose

Pursuant to N.J.S.A 40A:12-5 provides that a municipality may by resolution authorize a License Agreement. The office space is needed for the Division of Commerce (“Commerce”). The office space is 1,965 sq. ft. at a rate of \$13.33 per sq. ft. for a total of \$26,193.48 per year or \$2,182.79 per month. The term of the License Agreement is a month to month tenancy not to exceed one year starting January 1, 2014 through December 31, 2014.

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. 14.087

Agenda No. 10.0

Approved: FEB 11 2014

TITLE:



A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE. (W.I.C.PROGRAM)

WHEREAS, the City of Jersey City (the "City") has a need for space for the use of governmental offices; and

WHEREAS, the Jersey City Redevelopment Agency (the "JCRA"), is the owner of property located at 380-382 Martin Luther King Drive; and

WHEREAS, the City will enter into a License Agreement for certain space within the Martin Luther King Hub Plaza consisting of approximately 1,965 square feet and located at 380-382 Martin Luther King Drive (the "property"), to be used for the Women, Infants & Children Program ("WIC"); and

WHEREAS, the City has agreed to a Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014; and

WHEREAS, the payment of rent shall be at a rate of \$13.33 per sq. ft. for a total of \$26,193.48 per year or \$2,182.79 per month; and

WHEREAS, there are additional common charges of approximately \$7,000.00 per year; and

WHEREAS, the City shall have the right to terminate the License Agreement at any time; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by resolution authorize the license agreement of real property or personal property; and

WHEREAS, the sum of \$34,000.00 is available in the 2014 fiscal year budget in account number 01-201-31-432-304.

City Clerk File No. Res. 14.087

Agenda No. 10.0 FEB 11 2014

TITLE:

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE (W. I. C. PROGRAM)

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 attached License Agreement with the Jersey City Redevelopment Agency subject to such modification as may be deemed necessary or appropriate by Corporation Counsel.
2. The term of the License Agreement is a month to month tenancy not to exceed one year starting January 1, 2014 through December 31, 2014 at a rate of \$13.33 per sq. ft. for a total annual cost not to exceed \$26,193.48 payable in monthly installments of \$2,182.79.

I, Donna Mauer, Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$34,000.00 are available in account # 01-201-31-432-304 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40: A4-1 et seq. Requisition # 0165037 P.O. # 112545

APPROVED: Ann Van Natta, Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

APPROVED: [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.11.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

[Signature]
Borlindo 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 CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

Resolution Purpose

Pursuant to N.J.S.A 40A:12-5 provides that a municipality may by resolution authorize a License Agreement. The office space is needed for the Women, Infants & Children Program ("WIC"). The office space is 1,965 sq. ft. at a rate of \$13.33 per sq. ft. for a total of \$26,193.48 per year or \$2,182.79 per month. The term of the License Agreement is a month to month tenancy not to exceed one year starting January 1, 2014 through December 31, 2014.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LICENSE AGREEMENT

THIS LICENCE AGREEMENT made this _____ day of _____, 2014 between the **JERSEY CITY REDEVELOPMENT AGENCY** located at 66 York Street, Jersey City, New Jersey 07302 and the **CITY OF JERSEY CITY (City)**, having it's principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

ONE Premises

The City requires office space for the Women, Infants & Children Program ("WIC") and the Jersey City Redevelopment Agency agrees to rent 1,965 sq. ft. of office space at 380-382 Martin Luther King Drive, Jersey City, New Jersey.

TWO Term

A Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014. The City shall have the right to terminate at any time without cause.

THREE Use

The City is currently using and may continue to use and occupy 1,965 sq. ft. of office space located at 380-382 Martin Luther King Drive, Jersey City, New Jersey for the Women, Infants & Children Program ("WIC").

FOUR Payment of Rent

The City agrees to pay the Jersey City Redevelopment Agency rent in the sum of Two Thousand One Hundred Eighty Two Dollars and Seventy Nine Cents (\$2,182.79) per month for a total of Twenty Six Thousand One Hundred Ninety Three Dollars Forty Eight Cents (\$26,193.48) a year.

FIVE
Maintenance and Repairs

Landlord shall take good care of the Property and shall, at its own cost and expense, make all repairs and maintain the Property, including the heating system, water service, roof and common areas, in good condition and state of repair during the Term. The Landlord shall be responsible for keeping the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the Property free of ice, snow and debris. During the Term, the City shall maintain the Property subject to this License Agreement in good condition, wear and tear for a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the City excepted.

SIX
Damage

In case of the destruction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence, or improper conduct on the part of the Landlord or its agents, employees, guests, licensees, invitees, assignees or successors or other tenants at the Martin Luther King Hub Plaza, the Landlord shall repair the damage or restore any destroyed parts of the property, as speedily as possible, at the Landlord's sole cost and expense.

SEVEN
Signs

The Landlord shall provide a suitable place for a sign, indicating the location of the City's offices. The City shall place such signs in or about the property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

EIGHT
Utilities

The Landlord will have a separate PSE&G meter for property and the bill will be paid directly by the City to PSE&G.

NINE
Compliance

The Landlord shall promptly comply with all the laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or other public authorities and of all of their departments, bureaus, divisions and subdivisions, applicable to and affecting the property and its use and occupancy for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Property, during the Term

and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies with policies affecting the Property and its use, contents or events occurring thereat, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense.

TEN
Indemnification

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorneys' fees and from and for all claims and liability for losses or damages to the Property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

ELEVEN
Restriction of Use

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or any other casualty.

TWELVE
Inspection and Repair

The City agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purposes of examination the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

THIRTEEN
Termination

The City shall have the right at it's convenience to terminate the Licence Agreement at any time.

FOURTEEN
Validity of License Agreement

The terms, conditions, covenants and provisions of this License Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

FIFTEEN
Notices

All notices and demand, incidental to this License Agreement, or the occupation of the Property, shall be in writing. If the City desires to serve any notice or demand it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Jersey City Redevelopment Agency
66 York Street
Jersey City, New Jersey 07302
Attn: Chris Fiore

Notices from the Jersey City Redevelopment Agency shall be sent by certified mail, return receipt requested, or delivered to:

City of Jersey City
Office of Real Estate
365 Summit Avenue #239
Jersey City, New Jersey 07306

A copy of any notice to the City should also be addressed to the attention of the Jersey City Business Administrator.

SIXTEEN
Entire Contract

This License Agreement contains the entire contract between the parties. No representative, agent or employee of the Jersey City Redevelopment Agency has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Jersey City Redevelopment Agency and the City.

SEVENTEEN

The Jersey City Redevelopment Agency may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statues or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY:

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Acting Business Administrator

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY:

CHRIS FIORE
Assistant Executive Director J.C.R.A.

Requisition #
0165037

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #
112545

Requisition

Vendor
JERSEY CITY REDEVELOPMENT AGEN
66 YORK STREET
JERSEY CITY NJ 07302

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Contact Info
PEGGY RAUSCH X5234
0000000000

JE296228

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AS FOLLOWS: THIS PURCHASE ORDER IS FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR OFFICE SPACE AT 380-382 MARTIN LUTHER KING DRIVE FOR THE WOMENS, INFANTS AND CHILDRENS PROGRAM NAME OF CONTRACT: JERSEY CITY REDEVELOPMENT AGENCY TOTAL CONTRACT: \$37,000.00 ENCUMBRANCY: \$37,000.00 TO COVER FROM 1/1/14 THRU 12/31/14 PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.	01-201-31-432-304	37,000.00	37,000.00

Requisition Total 37,000.00

Req. Date: 01/30/2014

Requested By: PEGGYR

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

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 CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

Resolution Purpose

Pursuant to N.J.S.A 40A:12-5 provides that a municipality may by resolution authorize a License Agreement. The office space is needed for the Women, Infants & Children Program (“WIC”). The office space is 1,965 sq. ft. at a rate of \$13.33 per sq. ft. for a total of \$26,193.48 per year or \$2,182.79 per month. The term of the License Agreement is a month to month tenancy not to exceed one year starting January 1, 2014 through December 31, 2014.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0165037

Assigned PO #

Requisition

Vendor
JERSEY CITY REDEVELOPMENT AGEN
66 YORK STREET
JERSEY CITY NJ 07302

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

JE296228

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AS FOLLOWS: THIS PURCHASE ORDER IS FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR OFFICE SPACE AT 380-382 MARTIN LUTHER KING DRIVE FOR THE WOMENS, INFANTS AND CHILDRENS PROGRAM NAME OF CONTRACT: JERSEY CITY REDEVELOPMENT AGENCY TOTAL CONTRACT: \$37,000.00 ENCUMBRANCY: \$37,000.00 TO COVER FROM 1/1/14 THRU 12/31/14 PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.	01-201-31-432-304	37,000.00	37,000.00

Requisition Total 37,000.00

Req. Date: 01/30/2014

Requested By: PEGGYR

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

LICENSE AGREEMENT

THIS LICENCE AGREEMENT made this _____ day of _____, 2014 between the **JERSEY CITY REDEVELOPMENT AGENCY** located at 66 York Street, Jersey City, New Jersey 07302 and the **CITY OF JERSEY CITY (City)**, having it's principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

ONE Premises

The City requires office space for the Women, Infants & Children Program ("WIC") and the Jersey City Redevelopment Agency agrees to rent 1,965 sq. ft. of office space at 380-382 Martin Luther King Drive, Jersey City, New Jersey.

TWO Term

A Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014. The City shall have the right to terminate at any time without cause.

THREE Use

The City is currently using and may continue to use and occupy 1,965 sq. ft. of office space located at 380-382 Martin Luther King Drive, Jersey City, New Jersey for the Women, Infants & Children Program ("WIC").

FOUR Payment of Rent

The City agrees to pay the Jersey City Redevelopment Agency rent in the sum of Two Thousand One Hundred Eighty Two Dollars and Seventy Nine Cents (\$2,182.79) per month for a total of Twenty Six Thousand One Hundred Ninety Three Dollars Forty Eight Cents (\$26,193.48) a year.

FIVE
Maintenance and Repairs

Landlord shall take good care of the Property and shall, at its own cost and expense, make all repairs and maintain the Property, including the heating system, water service, roof and common areas, in good condition and state of repair during the Term. The Landlord shall be responsible for keeping the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the Property free of ice, snow and debris. During the Term, the City shall maintain the Property subject to this License Agreement in good condition, wear and tear for a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the City excepted.

SIX
Damage

In case of the destruction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence, or improper conduct on the part of the Landlord or its agents, employees, guests, licensees, invitees, assignees or successors or other tenants at the Martin Luther King Hub Plaza, the Landlord shall repair the damage or restore any destroyed parts of the property, as speedily as possible, at the Landlord's sole cost and expense.

SEVEN
Signs

The Landlord shall provide a suitable place for a sign, indicating the location of the City's offices. The City shall place such signs in or about the property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

EIGHT
Utilities

The Landlord will have a separate PSE&G meter for property and the bill will be paid directly by the City to PSE&G.

NINE
Compliance

The Landlord shall promptly comply with all the laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or other public authorities and of all of their departments, bureaus, divisions and subdivisions, applicable to and affecting the property and its use and occupancy for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Property, during the Term

and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies with policies affecting the Property and its use, contents or events occurring thereat, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense.

TEN
Indemnification

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorneys' fees and from and for all claims and liability for losses or damages to the Property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

ELEVEN
Restriction of Use

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or any other casualty.

TWELVE
Inspection and Repair

The City agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purposes of examination the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

THIRTEEN
Termination

The City shall have the right at it's convenience to terminate the Licence Agreement at any time.

FOURTEEN
Validity of License Agreement

The terms, conditions, covenants and provisions of this License Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

FIFTEEN

Notices

All notices and demand, incidental to this License Agreement, or the occupation of the Property, shall be in writing. If the City desires to serve any notice or demand it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Jersey City Redevelopment Agency
66 York Street
Jersey City, New Jersey 07302
Attn: Chris Fiore

Notices from the Jersey City Redevelopment Agency shall be sent by certified mail, return receipt requested, or delivered to:

City of Jersey City
Office of Real Estate
365 Summit Avenue #239
Jersey City, New Jersey 07306

A copy of any notice to the City should also be addressed to the attention of the Jersey City Business Administrator.

SIXTEEN

Entire Contract

This License Agreement contains the entire contract between the parties. No representative, agent or employee of the Jersey City Redevelopment Agency has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Jersey City Redevelopment Agency and the City.

SEVENTEEN

The Jersey City Redevelopment Agency may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statuses or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY:

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Acting Business Administrator

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY:

CHRIS FIORE
Assistant Executive Director J.C.R.A.

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

City Clerk File No. Res. 14.088

Agenda No. 10.P

Approved: FEB 11 2014

TITLE:



A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 360 MARTIN LUTHER KING DRIVE. (IMMUNIZATION CLINIC)

WHEREAS, the City of Jersey City (the "City") has a need for space for the use of governmental offices; and

WHEREAS, the Jersey City Redevelopment Agency (the "JCRA"), is the owner of property located at 360 Martin Luther King Drive; and

WHEREAS, the City will enter into a license agreement for certain space within the Martin Luther King Hub Plaza consisting of approximately 3,000 square feet and located at 360 Martin Luther King Drive (the "property"), to be used for the Immunization Clinic ("Clinic"); and

WHEREAS, as a result of a flood in January 2011 at 201 Cornelision Avenue, the Immunization Clinic had to re-locate to 360 Martin Luther King Drive; and

WHEREAS, the City has agreed to a Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014 ; and

WHEREAS, the payment of rent shall be at a rate of \$13.33 per sq. ft. for a total of \$39,990.00 per year or \$3,332.50 per month; and

WHEREAS, there is the additional common charge of approximately \$7000.00 a year; and

WHEREAS, the City shall have the right to terminate the License Agreement at any time; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by resolution authorize a license agreement of real property or personal property; and

WHEREAS, the sum of \$47,000.00 is available in the 2014 fiscal year budget in account number 01-201-31-432-304.

TITLE:

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 360 MARTIN LUTHER KING DRIVE.

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 attached License Agreement with the Jersey City Redevelopment Agency subject to such modification as may be deemed necessary or appropriate by Corporation Counsel.
2. The term of the License Agreement is a month to month tenancy not to exceed one year starting January 1, 2014 through December 31 2014 at a rate of \$13.33 per sq. ft. or \$39,990.00 per year plus \$7,000.00 for common charges.
3. The City shall have the right at its convenience to terminate the Licence Agreement at any time.

I, Donna Mauer, Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$47,000.00 are available in account #01-203-31-432-304 for this expenditure in accordance with the Local Budget Law N.J.S.A. 40: A4-1 et seq. Requisition # 0165038 P.O. # 112546

SM/pr

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 360 MARTIN LUTHER KING DRIVE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

Resolution Purpose

Pursuant to N.J.S.A 40A:12-5 provides that a municipality may by resolution authorize a License Agreement. The office space is needed for the Immunization Clinic. As a result of a flood in January 2011 at Cornelison Avenue, the Immunization Clinic had to re-locate to 360 Martin Luther King Drive. The office space is 3,000.00 sq. ft. at a rate of \$13.33 per sq. ft. for a total of \$39,990.00 per year or \$3,332.50 per month. The term of the License Agreement is a month to month tenancy starting January 1, 2014 through December 31, 2014.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0165038

Assigned PO #

Requisition

Vendor
JERSEY CITY REDEVELOPMENT AGEN
66 YORK STREET
JERSEY CITY NJ 07302

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

JE296228

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AS FOLLOWS: THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR OFFICE SPACE AT 360 MARTIN LUTHEER KING DRIVE FOR THE IMMUNIZATION CLINIC NAME OF CONTRACT: JERSEY CITY REDEVELOPMENT AGENCY TOTAL CONTRACT: \$47,000.00 ENCUMBRANCY: \$47,000.00 TO COVER FROM 1/1/14 THRU 12/31/14 PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.	01-201-31-432-304	47,000.00	47,000.00

Requisition Total 47,000.00

Req. Date: 01/30/2014

Requested By: PEGGYR

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this _____ day of _____, 2014 between the **JERSEY CITY REDEVELOPMENT AGENCY** located at 66 York Street, Jersey City, New Jersey 07302 and the **CITY OF JERSEY CITY (City)**, having it's principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

ONE **Premises**

The City requires office space for the Immunization Clinic and the Jersey City Redevelopment Agency agrees to rent 3,000 sq. ft. of office space at 360 Martin Luther King Drive, Jersey City, New Jersey.

TWO **Term**

A Month to Month Tenancy not to exceed one year starting January 1, 2014 through December 31, 2014. The City shall have the right to terminate at any time without cause.

THREE **Use**

The City is currently using and may continue to use and occupy 3,000 sq. ft. of office space located at 360 Martin Luther King Drive, Jersey City, New Jersey which is used as an Immunization Clinic..

FOUR **Payment of Rent**

The City agrees to pay the Jersey City Redevelopment Agency rent in the sum of Three Thousand Three Hundred Thirty Two Dollars and Fifty Cents (\$3,332.50) per month for a total of Thirty Nine Thousand Nine Hundred Ninety Dollars (\$39,990.00) a year.

FIVE
Maintenance and Repairs

Landlord shall take good care of the Property and shall, at its own cost and expense, make all repairs and maintain the Property, including the heating system, water service, roof and common areas, in good condition and state of repair during the Term. The Landlord shall be responsible for keeping the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the Property free of ice, snow and debris. During the Term, the City shall maintain the Property subject to this Licence Agreement in good condition, wear and tear for a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the City excepted.

SIX
Damage

In case of the destruction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence, or improper conduct on the part of the Landlord or its agents, employees, guests, licensees, invitees, assignees or successors or other tenants at the Martin Luther King Hub Plaza, the Landlord shall repair the damage or restore any destroyed parts of the property, as speedily as possible, at the Landlord's sole cost and expense.

SEVEN
Signs

The Landlord shall provide a suitable place for a sign, indicating the location of the City's offices. The City shall place such signs in or about the property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

EIGHT
Utilities

The Landlord will have a separate PSE&G meter for property and the bill will be paid directly by the City to PSE&G.

NINE
Compliance

The Landlord shall promptly comply with all the laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or other public authorities and of all of their departments, bureaus, divisions and subdivisions, applicable to and affecting the property and its use and occupancy for the correction, prevention and abatement of

nuisances, violations or other grievances in, upon or connected with the Property, during the Term and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies with policies affecting the Property and its use, contents or events occurring thereat, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense.

TEN
Indemnification

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorneys' fees and from and for all claims and liability for losses or damages to the Property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

ELEVEN
Restriction of Use

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or any other casualty.

TWELVE
Inspection and Repair

The City agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purposes of examination the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

THIRTEEN
Termination

The City shall have the right at it's convenience to terminate the Licence Agreement at any time.

FOURTEEN
Validity of Licence Agreement

The terms, conditions, covenants and provisions of this Licence Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or

unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

FIFTEEN
Notices

All notices and demand, incidental to this Licence, or the occupation of the Property, shall be in writing. If the City desires to serve any notice or demand it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Jersey City Redevelopment Agency
66 York Street
Jersey City, New Jersey 07302
Attn: Chris Fiore

Notices from the Jersey City Redevelopment Agency shall be sent by certified mail, return receipt requested, or delivered to:

City of Jersey City
Office of Real Estate
365 Summit Avenue #239
Jersey City, New Jersey 07306

A copy of any notice to the City should also be addressed to the attention of the Jersey City Business Administrator.

SIXTEEN
Entire Contract

This Licence Agreement contains the entire contract between the parties. No representative, agent or employee of the Jersey City Redevelopment Agency has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Jersey City Redevelopment Agency and the City.

SEVENTEEN

The Jersey City Redevelopment Agency may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statues or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY:

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Acting Business Administrator

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY:

CHRIS FIORE
Assistant Executive Director J.C.R.A.

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

City Clerk File No. Res. 14.089

Agenda No. 10.Q

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE TO A NEW FIRST MORTGAGE AFFECTING PROPERTY KNOWN AS 151-155 MARTIN LUTHER KING DRIVE A/K/A BLOCK 24905, LOT 24 F/K/A BLOCK 1327, LOT 13.99

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Community Asset Preservation Alliance of Jersey City #3 (CAPA #3), the owner of Block 24905, Lot 24, formerly Block 1327, Lot 13.99, a/k/a 151-155 Martin Luther King Drive (Property), executed a mortgage under the Neighborhood Stabilization Program (NSP) with the City of Jersey City (City) and New Jersey Department of Community Affairs in the amount of \$632,944 on February 22, 2013; and

WHEREAS, in addition, CAPA #3 executed a NSP mortgage in the amount of \$88,499 with the City and the United States Department of Housing & Urban Development (HUD) on February 22, 2013; and

WHEREAS, the NSP funds are allocated to CAPA #3 for the purposes of acquisition and the rehabilitation of the Property into rental dwelling units for affordable households for a minimum period of twenty (20) years; and

WHEREAS, the City's mortgages were recorded as second and third liens against the Property; and

WHEREAS, Resolution 13-179, approved on March 13, 2013, authorized the subordination of the City's mortgages to a construction loan with Community Loan Fund of New Jersey in the amount of \$444,774.00; and

WHEREAS, CAPA #3 now desires to refinance with Community Loan Fund of New Jersey and convert their existing construction loan into a permanent loan and use the additional funds to assist with the rehabilitation of the Property; and

WHEREAS, the lender, Community Loan Fund of New Jersey, Inc., its successors and/or assigns requires that the City's mortgages be made subordinate to its permanent loan; and

WHEREAS, the new first mortgage amount will be \$664,000.00; and

WHEREAS, the City's liens will remain in second and third lien positions; and

WHEREAS, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgages to the new loan of Community Loan Fund of New Jersey and recommends that the City agree to the subordination even though the value of the property does not support the amount of the new loan and the City's mortgages because the funds will be used to create additional affordable housing rental units in Jersey City.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's liens affecting 151-155 Martin Luther King Drive, Jersey City also known as Block 24905, Lot 24 formerly Block 1327, Lot 13.99 to the interests of the new first mortgage of Community Loan Fund of New Jersey.

IW
01/30/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing the Subordination of the City's mortgages to a New First Mortgage Affecting Property Known as 151-155 Martin Luther King Drive Avenue A/K/A Block 24905, Lot 24

Initiator

Department/Division	HEDC	Community Development
Name/Title	Darice Toon	Director
Phone/email	201-547-5304	Darice@cnj.org

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

Resolution Purpose

Allow Community Asset Preservation Alliance of Jersey City # 3 to convert its construction loan into a permanent loan with Community Loan Fund of NJ, Inc. The City is requested to subordinate its NSP mortgages to a permanent loan. It is customary for the City mortgages to be subordinated to federal and state loans.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Department of Housing, Economic Development & Commerce
Division of Community Development



Inter-Office Memorandum

DATE: January 31, 2014

TO: Council President Rolando R. Lavarro, Jr. and Members of the
Municipal Council

FROM: Rodney Hairston, Real Estate Officer- Division of Community
Development *RH*

SUBJECT: Resolution Authorizing the Subordination of the City's Mortgages
Affecting a Property Known as 151-155 Martin Luther King Drive.

The Division of Community Development is requesting Council authorization to subordinate the City's NSP/DCA mortgage of \$632,944 (second) and the City's NSP/HUD mortgage of \$88,499 (third) to a permanent first mortgage of \$664,000 with Community Loan Fund of New Jersey.

The property appraised for \$1,120,000 versus a total investment of \$1,385,443 which represents 81% of the total amount invested. It is not uncommon for this to occur with affordable housing projects along the Martin Luther King Drive and Ocean Avenue corridors. Although market conditions are improving slightly, property values in this area continue to be lower because of the residual impact of foreclosures and short sales.

I hope you will approve this subordination request so that CAPA # 3 of Jersey City, LLC can close on its first mortgage.

If you require any additional information, please let me know.

Cc: Anthony Cruz, Director -HEDC
Darice Toon, Director-DCD

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

City Clerk File No. Res. 14.090

Agenda No. 10.R

Approved: FEB 11 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE FISCAL YEAR 2013 ANNUAL ACTION PLAN TO RE-PROGRAM HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS FOR AFFORDABLE HOUSING PROJECTS

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on March 28, 2013, the Municipal Council adopted Resolution No. 13-214 authorizing the submission of the FY2013 Annual Application and Action Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City is desirous of reallocating \$160,000 in unallocated Home Investment Partnership Program (HOME) funds from fiscal year 2013; and

WHEREAS, this amendment is necessary to complete affordable housing projects located at 311 Martin Luther King Drive and 227 Clinton Avenue in Jersey City; and

WHEREAS, both projects are currently under construction and in need of additional funds due to project delays and/or circumstances beyond the control of the developers; and

WHEREAS, upon completion of the projects an additional sixteen (16) units of affordable housing, ten (10) rental units at 311 Martin Luther King Drive and six (6) for-sale units at 227 Clinton Avenue, will be added to the City's affordable housing inventory; and

WHEREAS, the City previously committed \$1,472,882 and \$613,105, respectively, to 311-315 MLK Drive, LLC and Mobility Consulting and Contracting, Inc. for the purpose of developing affordable housing units at 311 Martin Luther King Drive and 227 Clinton Avenue, respectively; and

WHEREAS, it is in the City's best interest to re-allocate HOME Investment Partnerships Program (HOME) funds in the amounts of \$100,000 to 311 Martin Luther King Drive and \$60,000 to Mobility Consulting and Contracting, Inc. to facilitate the completion of sixteen (16) units of affordable housing as detailed in Exhibit A.

Continuation of Resolution _____

Pg. # 2

City Clerk File No. Res. 14.090

Agenda No. 10.R FEB 11 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE FISCAL YEAR 2013 ANNUAL ACTION PLAN TO RE-PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS FOR
AFFORDABLE HOUSING PROJECTS**

NOW, THEREFORE, BE IT RESOLVED that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements 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.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE FISCAL YEAR 2013 ANNUAL ACTION PLAN TO RE-PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS FOR
AFFORDABLE HOUSING PROJECTS**

EXHIBIT A

Description			
<p>Applicant: 311-315 MLK Drive, LLC 96 Grant Avenue Jersey City, NJ 07305</p>			
<p>Project Address: 311 Martin Luther King Drive Block: 23101 Lot(s): 30, 32, 33 & 34</p>			
<p>Mixed use property consisting of ten (10) affordable rental housing units and two (2) commercial units. All residential units contain two (2) bedrooms. Re-allocate \$100,000 in HOME funds to cover unanticipated costs.</p>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2013	Unallocated Funds	\$100,000	N/A
<p>Applicant: Mobility Consulting and Contracting, Inc. P.O. Box 213 Adelphia, NJ 07710</p>			
<p>Project Address: 227 Clinton Avenue Block: 18303 Lot: 16</p>			
<p>Affordable for-sale property consisting of six (6) affordable housing units. All units contain three (3) bedrooms. Re-allocate \$60,000 in HOME funds to cover unanticipated costs.</p>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2013	Unallocated Funds	\$60,000	N/A

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 AMENDING THE FISCAL YEAR 2013 ANNUAL ACTION PLAN TO RE-PROGRAM
 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS FOR
 AFFORDABLE HOUSING PROJECTS**

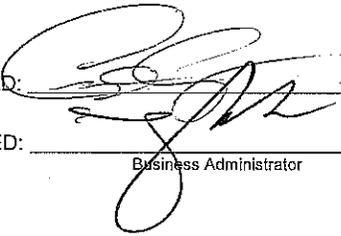
SUMMARY OF REPROGRAMMED ACCOUNTS

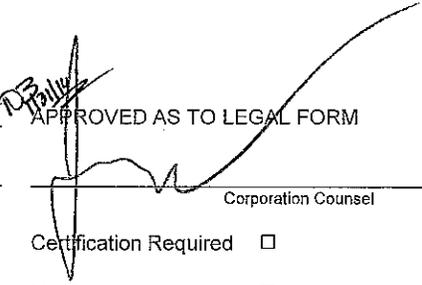
VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
311-315 MLK Drive, LLC	311 Martin Luther King Drive	\$100,000	36-200-56-858-602	87854
Mobility Consulting and Contracting, Inc.	227 Clinton Avenue	\$60,000	36-200-56-901-711	99503

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$160,000 are available in the above accounts.



 Donna Mauer
 Chief Financial Officer

APPROVED:  Business Administrator

APPROVED AS TO LEGAL FORM:  Corporation Counsel

Certification Required

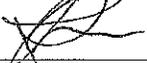
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE FISCAL YEAR 2013 ANNUAL ACTION PLAN TO RE-PROGRAM HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS FOR AFFORDABLE HOUSING PROJECTS

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	DARICE TOON	DIRECTOR
Phone/email	x5304	Darice@icnj.org

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

Contract Purpose

Creation of sixteen (16) units of affordable housing. Ten (10) rental and six (6) for-sale condo units. Additional funds are needed to complete both projects that are currently under construction.

Cost (Identify all sources and amounts)

HOME funds: \$160,000

Contract term (include all proposed renewals)

One (1) year

Type of award

If "Other Exception", enter type

Additional Information

Both projects are to be completed within six (6) months. This allocation will allow developers to complete projects that will yield an additional sixteen (16) affordable housing units.

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. 14.091
 Agenda No. _____ 10.S
 Approved: _____ FEB 11 2014
 TITLE: _____



**CANCELLATION OF 1ST & 2ND QUARTERS OF 2014
 REAL ESTATE TAXES ON BLOCK 8503
 LOT 42, ALSO KNOWN AS 365.5 EIGHTH STREET
 DUE TO VETERANS EXEMPTION**

COUNCIL OFFERED, AND MOVED ADOPTION
 OF THE FOLLOWING RESOLUTION:

WHEREAS, Block 8503 Lot 42 was fully assessed for the tax year 2014; and

WHEREAS, the Tax Assessor granted a 12 month Veterans Tax Exemption for 2014 under N.J.S.A 54:4-3.30; and

WHEREAS, the Tax Collector and Tax Assessor would like to cancel charges in the amount of \$ 2,426.45 ; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2014 real estate taxes on Block 8503 Lot 42 also known as 365.5 Eighth Street is hereby canceled in the amount of \$ 2,426.45.

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: _____ CORPORATION COUNSEL _____
 Business Administrator
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Cancellation of 1st & 2nd quarters, 2014 real estate taxes on Blocl 8503 Lot 42, also known as 365.5 Eighth Street due to veteran exemption

Initiator

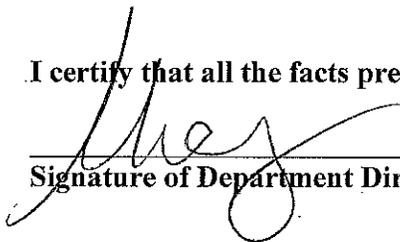
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

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

Resolution Purpose

As per the Tax Assessor's office Mr. Delgado has provided proof that he is 100% a disabled veteran and qualifies for a total exemption under NJSA 54:4-3.30. The 2014 1st and 2nd quarters need to be canceled.

I certify that all the facts presented herein are accurate.

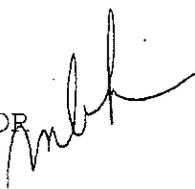


Signature of Department Director

2-7-14
Date

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR

DATE: 30 JANUARY 2014
TO: MAUREEN COSGROVE, TAX COLLECTOR
FROM: EDUARDO TOLOZA, CITY TAX ASSESSOR
By: MICHELE HENNESSEY, DEPUTY TAX ASSESSOR
SUBJECT: BLOCK 8503 LOT 42
ADDRESS: 365.5 EIGHTH STREET
OWNER: HECTOR DELGADO



=====

Please be advised that the above-captioned property is a single family home which is owned by a 100% Disabled Veteran and has been placed in the Exempt Class for the 2014 tax year. Therefore, the taxes billed for 2014 should be cancelled.

Kindly prepare a resolution cancelling taxes.

If you have any questions, please do not hesitate to contact me at x.5130.

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

City Clerk File No. Res. 14.092

Agenda No. 10.T

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$271,782 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY HUDSON HOSPITALITY SERVICES, U.R. ASSOC., LLC

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

OFFERED AND

WHEREAS, Complaints were filed in the Tax Court of New Jersey challenging the real estate tax assessment for tax years 2009 through 2013 on the property currently known as Block 11603, Lot4, Qual. C0002, commonly known as 455 Washington Boulevard; and

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of \$271,782.

MAM/
2-11-14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

FEB 11 2014

14.092

SCHEDULE A - Dated January 30, 2014, Meeting February 11, 2014

Tax Year	Current Assessment	Settled Assessment	Amount Paid to City	Amount Owed Under Settled Assessment	Difference
2009	\$19,682,400	\$14,959,800	\$437,107	\$359,335	\$ 77,772
2010	\$19,682,400	\$13,375,000	\$472,456	\$369,311	\$103,146
2011	\$19,682,400	\$13,243,500	\$543,470	\$371,242	\$172,228
2012	\$19,682,400	\$12,540,000	\$551,737	\$540,524	\$ 11,213
2013	\$19,682,400	\$11,452,000	\$565,593	\$658,169	-\$ 92,576
			NET REFUND DUE		\$271,782

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING A REFUND/CREDIT OF
\$271,782 AND A REDUCTION IN ASSESSMENT
TO SETTLE TAX APPEALS FILED BY
HUDSON HOSPITALITY SERVICES, U.R. ASSOC., LLC**

Initiator

Department/Division	Law	Law
Name/Title	Mary Ann Murphy	Assistant Corporation Counsel
Phone/email	201-547-4269	MaryannM@jcnj.org

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Hudson Hospitality Services for the Doubletree Hotel, the property currently known as Block 11603, Lot 4 Qual. C0002. The total tax dollar refund for these appeals is \$271,782.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132

Fax: (201) 547-4949

MEMORANDUM

DATE: January 30, 2014

TO: Rolando Lavarro, Council President and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement for Hudson Hospitality Services, U.R. Assoc., LLC

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Hudson Hospitality Services for the Doubletree Hotel, the property currently known as Block 11603, Lot 4 Qual. C0002 . The total tax dollar refund for these appeals is \$271,782.

During the tax years under appeal, the property was the subject of a long-term tax abatement, the agreement for which required a regular review of the Service Charge versus a percentage of taxes otherwise due, graduating from 20% to 40% to 60% to 80%. For the 2009 through 2013 tax years, that review revealed that the taxes otherwise due, based on the then assessed value of the property, exceeded the annual service charge for each year. In 2012, the Collector's office billed the property owner for the excess amount for all of the years in question. After paying the amount billed by the Collector's office, the taxpayer filed appeals with the Tax Court for all five years because the assessment on the property had not changed since the inception of the abatement, The value of commercial properties is calculated by an analysis of the income and expense information for the subject property for the relevant tax years. After a review of that information, it was determined that the assessment for each year should be reduced. The refund represents the difference between the amount actually paid by the property owner and the taxes

otherwise due on the new assessments. In most of the years, the Service Charge was the larger of the two figures. However, since the taxes otherwise due for the 2013 tax year exceed the service charge, the difference between the two amounts has been deducted from the taxpayers multi-year refund.

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

ET/mm

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

City Clerk File No. Res. 14-093
 Agenda No. 10-U
 Approved: FEB 11 2014
 TITLE:



CANCELLATION OF 2013 REAL ESTATE TAXES ON BLOCK 7701 LOT 5 QUAL. C224X ALSO KNOWN AS 50 DEY STREET

COUNCIL OFFERED, AND MOVED ADOPTION
 OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 7701 Lot 5 Qual C224X should not have been billed for the improvement value; and

WHEREAS, the property was purchased on March 28, 2012 under the long term tax abatement N.J.S.A 40A:20-1; and

WHEREAS, the property should not have been assessed for the improvement portion because of the sale from the developer to the owner the improvements are billed under the long term tax abatement; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance for 2013 on Block 7701 Lot 5 Qual C224X also known as 50 Dey Street Avenue is hereby canceled..

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Cancellation of 2013 real estate taxes on Block 7701 Lot 5 Qual, C224X also known as 50 Dey Street

Initiator

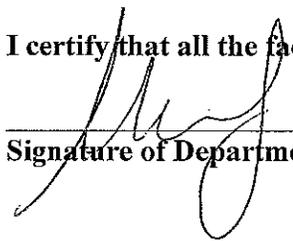
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

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

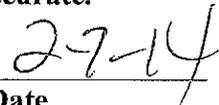
Resolution Purpose

To cancel 2013 improvement portion of the assessment as per the Tax Assessor. The property was purchased on March 28, 2012 and is a long term tax abatement under NJSA 40A:20-1 and should not have been assessed for improvements, they were billed under the abatement for 2013.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



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

Eduardo Toloza
Assessor

DATE: January 14, 2014
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: **Block 7701 Lot 5** **QL: C0224 X**
A/K/A 50 Dey St. #224

Please be advised that above captioned condominium unit is covered by a Long Term Tax Exemption Agreement with the City. The unit's building assessment has been inadvertently assessed as taxable for the 2013 taxing year.

Could you please cancel the 2013 taxes charged in error in the amount of \$574.88 and the first of first half of 2014. Our records have been amended, reflecting the exempt status of the subject property for the 2014 taxing year and forward.

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

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

City Clerk File No. Res. 14.094

Agenda No. 10.V

Approved: FEB 11 2014

TITLE:



RESOLUTION TO GRANT 2013 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

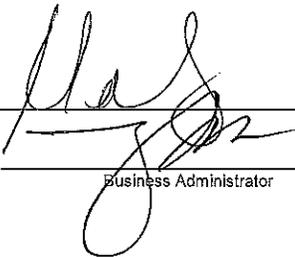
WHEREAS, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2013 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

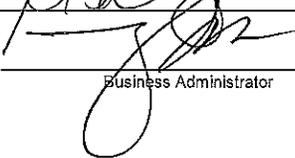
NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2013 Senior Citizen deductions are granted.

TOTAL \$ 2,750.00

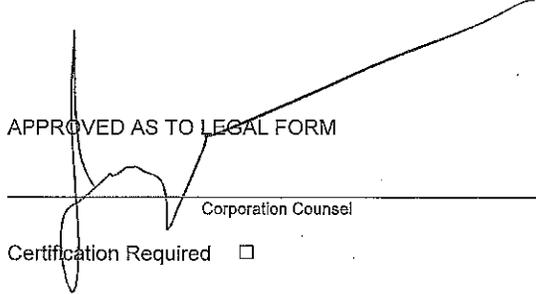
SEE ATTACHED LIST

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator


Corporation Counsel

Certification Required

Not Required

APPROVD 9-0

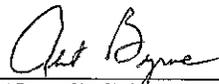
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution to Grant 2013 Senior Citizen Deduction on various properties

Initiator

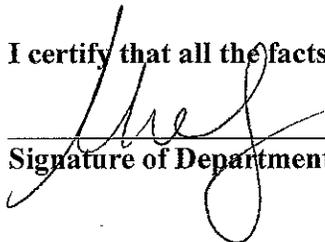
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

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

Resolution Purpose

To grant qualifying senior citizens 65 years and older or permanently & totally disabled a \$ 250.00 tax deduction per year under NJSA 54:4-8. 40. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2-7-14
Date

Senior Citizen Deduction 2013 Second Half

OWNER	BLOCK	LOT	QL	ACCT #	S1	AMT
Caban , Ofelia	11903	16		257063	S1	\$250.00
Carroll , Ruth	16102	25		261669	S1	\$250.00
DeMattei Norton , Margaret	6502	2	C009D	422246	S1	\$250.00
Di Napoli , Maria	28301	18		595265	S1	\$250.00
Ferdinand , Joyce	26503	6		212803	S1	\$250.00
Flynn , Marylou	22802	55	A.1A	511816	S1	\$250.00
Massimo , Tommasina	14905	12		303925	S1	\$250.00
Smith , Gertie	30102	14		235069	S1	\$250.00
Williams , Roy	18704	9		340471	S1	\$250.00

DISABLED DEDUCTION 2013 SECOND HALF

OWNER	BLOCK	LOT	QL	ACCT#	D1	AMT
Farag , Ashraf	29602	46		224865	D1	\$250.00
Sepulvida , Angel	20803	80		279497	D1	\$250.00

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

City Clerk File No. Res. 14.095
 Agenda No. 10.W
 Approved: FEB 11 2014
 TITLE:



RESOLUTION TO GRANT 2013 VETERAN DEDUCTION ON VARIOUS PROPERTIES

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

WHEREAS, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2013, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2013 Veteran Deductions be granted.

Total - \$ 750.00

See Attached List

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution to Grant 2013 Veteran Deduction on various properties.

Initiator

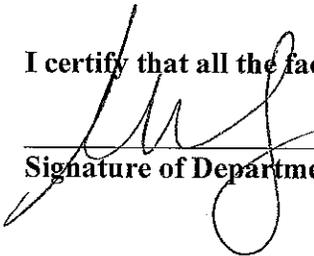
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

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

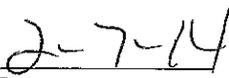
Resolution Purpose

To grant qualifying veterans who have served during a time of war in a branch of the Armed Forces of the United States a \$250.00 tax deduction per year as permitted under state statute NJSA 54: 4-8.10. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

VETERANS DEDUCTION 2013 SECOND HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1
Chang Leung , Richard	2602	13		145268	V1
DeMattei Norton , Margaret	6502	2	C009D	422246	W1
Sison , Luis V.	29701	31		225292	V1

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

City Clerk File No. Res. 14.096

Agenda No. 10.X

Approved: _____

TITLE: _____

WITHDRAWN



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 20 FOOT LOADING ZONE AT 195 NEW YORK AVENUE, TUESDAY AND FRIDAY, 9:00 A.M. TO 1:00 P.M.

Council as a whole
resolution:

offered and moved adoption of the following

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

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 14-001) be promulgated designating a loading zone at the location described therein.

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

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

(Reg. 14-001) 195 New York Avenue, west side, beginning 100 feet south of Hutton Street and extending to a point 20 feet southerly, Tuesday and Friday, 9:00 a.m. to 1:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

JDS:pc1
(1.10.14)

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 20 FOOT LOADING ZONE AT 195 NEW YORK AVENUE, TUESDAY AND FRIDAY, 9:00 A.M. TO 1:00 P.M.

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mr. Manz who owns the business at 195 New York Av. 201.222.1931	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@JCNJ.ORG

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

Resolution Purpose

To clear the parking space adjacent to the driveway to 195 New York Av to facilitate the garbage trucks entering and exiting the property to pick up the trash, Tuesdays and Fridays between 9:00 a.m. and 1:00 p.m.

There is a loading zone fee of \$75.00 per u-post installation and loading zone sign. This loading zone will require two u-posts and two signs for a total cost of \$300.00. Upon adoption of the Resolution and payment of the fee by Mr. Manz, the loading zone will be installed.

I certify that all the facts presented herein are accurate.



Signature of Department Director

1-16-14

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

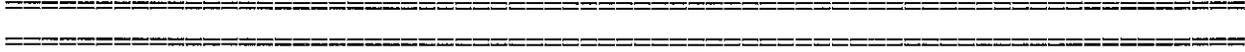
CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 14-001

January 10, 2014



**LOADING ZONE REGULATION
DESIGNATED**

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

195 NEW YORK AVENUE – WEST SIDE

Beginning at a point approximately 100 feet south of New York Avenue and extending to a point 20 feet southerly therefrom.

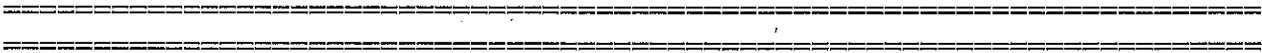
Time: Tuesday and Friday
9:00 a.m. to 1:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation

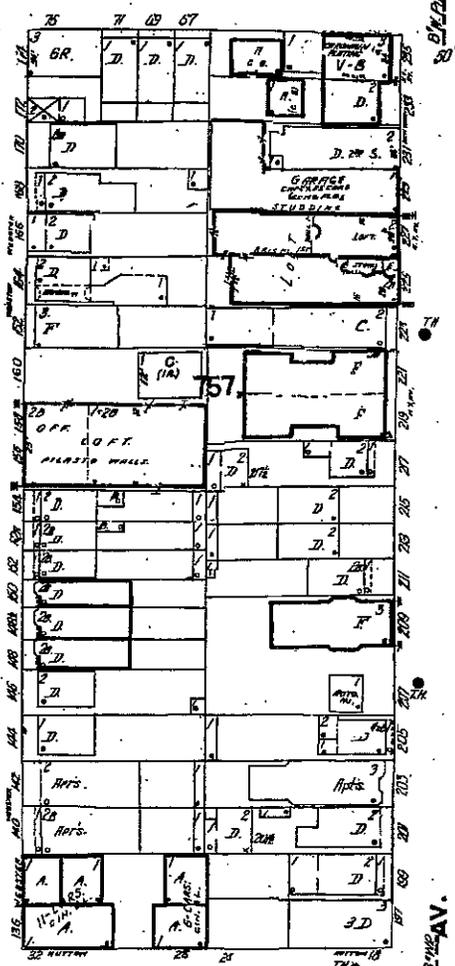
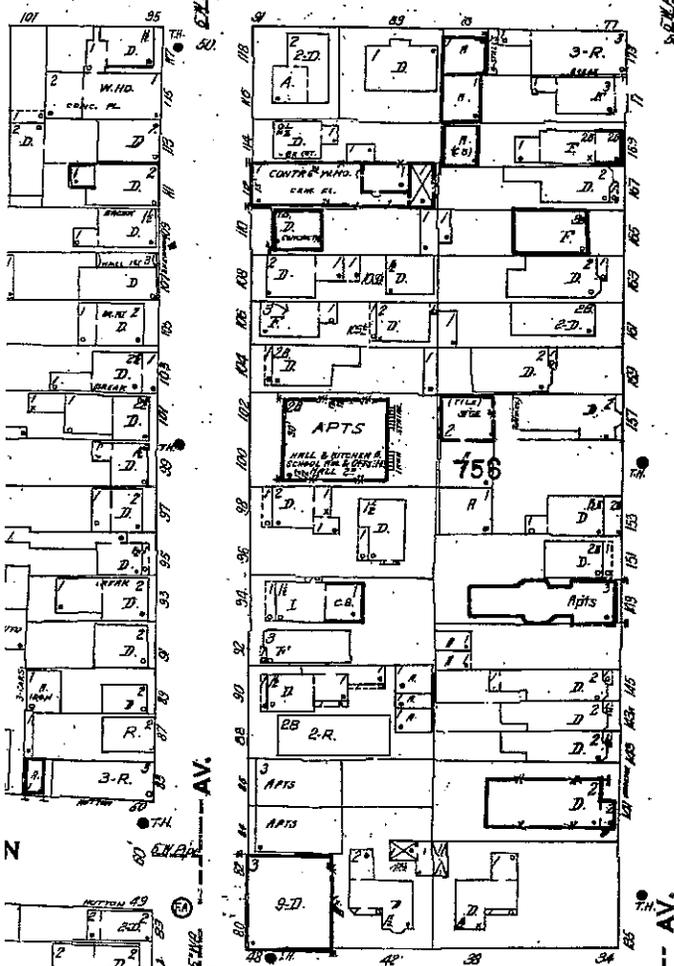
Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

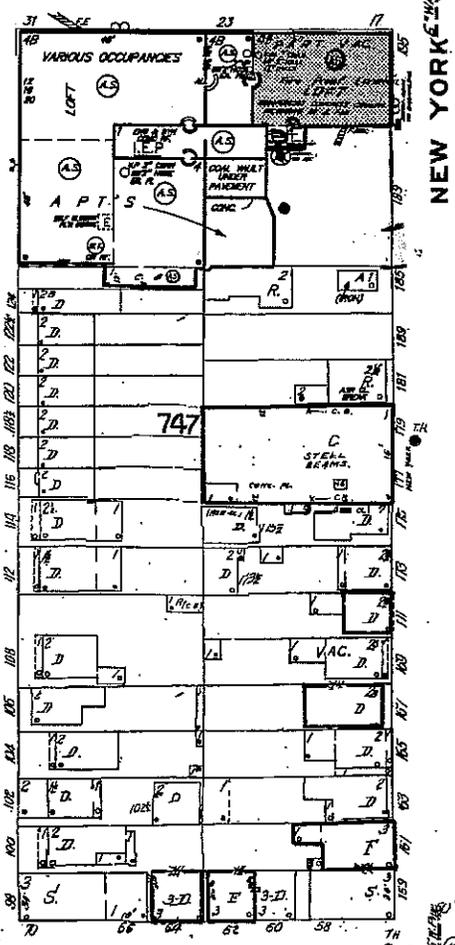
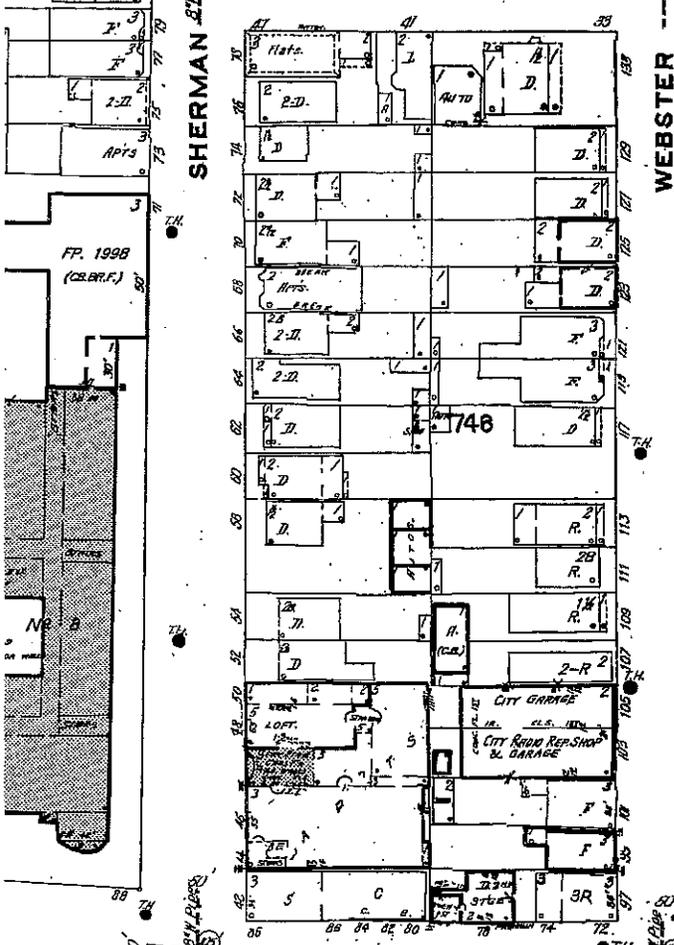


GRIFFITH



NORTH ↑

HUTTON



51

FRANKLIN

NEW YORK



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014

TO: Robert Kakoleski, Acting Business Administrator

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

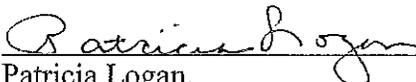
SUBJECT: **PROPOSED RESOLUTION**
LOADING ZONE DESIGNATION – 195 NEW YORK AVENUE

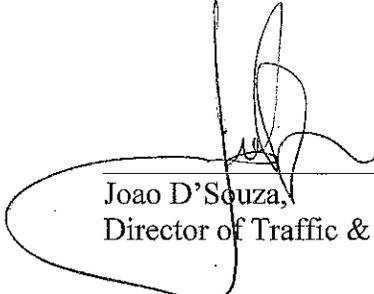
At the request of Mr. Manz, the owner of the property located at 195 New York Avenue, attached for your review and signature, is a Resolution proposed by this Division (for Municipal Council approval) designating a 20 foot loading zone at 195 New York Avenue, Tuesdays and Friday, 9:00 a.m. to 1:00 p.m. The loading zone has been requested to facilitate the garbage trucks entering and exiting the property to pick up the trash.

It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Jean Wilkinson-Heard, Traffic Analyst at ex. 4473 or JeanW@jcnj.org.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014

TO: Director Brian Weller, L.L.A., ASLA,
Division of Architecture, Engineering, Traffic and Transportation
Director Michael Razzoli, DPW

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

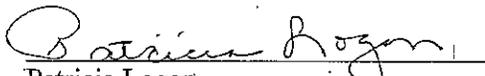
SUBJECT: **PROPOSED RESOLUTION**
LOADING ZONE DESIGNATION – 195 NEW YORK AVENUE

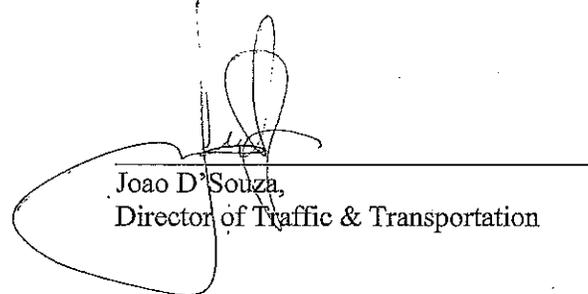
At the request of Mr. Manz who owns a business at 195 New York Avenue, attached for your review and signature, is a Resolution proposed by this Division, (for Municipal Council approval), designating a 20 foot loading zone at 195 New York Avenue, Tuesdays and Friday, 9:00 a.m. to 1:00 p.m. The loading zone has been requested to facilitate the garbage trucks entering and exiting the property to pick up the trash.

Upon your signatures I will forward the Resolution to the Acting Business Administrator for his review and signature. It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Jean Wilkinson-Heard, Traffic Analyst, at ex. 4473 or JeanW@icnj.org.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014
TO: Robert Byrne, City Clerk
Councilman Michael Yun, Ward D
FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation
SUBJECT: PROPOSED RESOLUTION
LOADING ZONE DESIGNATION – 195 NEW YORK AVENUE

At the request of Mr. Manz, the owner of the property located at 195 New York Avenue, this Division has proposed a Resolution (for Municipal Council approval) designating a 20 foot loading zone at 195 New York Avenue, Tuesdays and Friday, 9:00 a.m. to 1:00 p.m. The loading zone has been requested to facilitate the garbage trucks entering and exiting the property to pick up the trash.

It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Jean Wilkinson-Heard, Traffic Analyst at ex. 4473 or JeanW@jcnj.org.

Thank you.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

- C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Kakoleski, Assistant Business Administrator
Muhammed Akil, Chief of Staff
Chief Executive Officer Mary Spinello-Paretti, J.C.P.A.
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Boggiano
Councilwoman Osborne Councilwoman Coleman

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

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good 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 Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

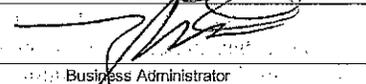
WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.

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

- The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator

Corporation Counsel

Certification Required

Not Required

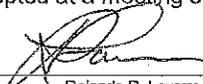
APPROVED 9-0

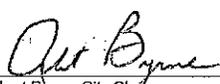
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jenj.org

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

Contract Purpose

TO ACQUIRE GOODS AND SERVICES THROUGH A STATE APPROVED PURCHASING COOPERATIVE. THE CITY HAS IDENTIFIED CERTAIN TELECOMMUNICATIONS PRODUCTS (LONG DISTANCE SERVICE, PRIs, ETHERNET CIRCUITS) THAT CAN BE ACQUIRED AT A SIGNIFICANT COST SAVINGS THROUGH THIS PURCHASING COOPERATIVE. THAT IS THE REASON WE WISH TO JOIN.

Cost (Identify all sources and amounts)

NONE

Contract term (include all proposed renewals)

NOT APPLICABLE

Type of award **NOT APPLICABLE**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-7-14
Date

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

City Clerk File No. Res. 14.098

Agenda No. 10.Z

Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
GRANITE TELECOMMUNICATIONS, TO PROVIDE
VOICE TELEPHONE SERVICES,
PURSUANT TO N.J.S.A. 40A:11-5(1)(f).**

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, funding is required for **GRANITE TELECOMMUNICATIONS** to provide POTS (Plain Old Telephone Service) telephone lines in the Calendar 2014 Fiscal Year; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(f), authorizes the City to contract for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU, in accordance with tariffs and schedules of charges made, charged or extracted, and filed with the BPU; and

WHEREAS, the anticipated funding required is Seven Thousand (\$7,000.00) Dollars per month Eight Four Thousand (\$84,000.00) Dollars per year of which Twenty Thousand (\$20,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4QA:4-1 et. seq.

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

WHEREAS, funds in the amount of \$20,000.00 are available in Acct. No. 01-201-31-435-620

City Clerk File No. Res. 14.098

Agenda No. 10.Z FEB 11 2014

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
GRANITE TELECOMMUNICATIONS, TO PROVIDE
VOICE TELEPHONE SERVICES,
PURSUANT TO N.J.S.A. 40A:11-5(1)(f).**

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **GRANITE TELECOMMUNICATIONS** be accepted and that a contract be awarded to said company in the amount of **\$84,000**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014;

BE IT FURTHER RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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;

BE IT FURTHER RESOLVED, this contract is awarded In accordance with N.J.S.A 40A:11-5 (1) (f);

City Clerk File No. Res. 14.098

Agenda No. 10.Z FEB 11 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS, TO PROVIDE VOICE TELEPHONE SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

BE IT FURTHER RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-31-435-620 for payment of the above Resolution.

Requisition No. 0164718

Purchase Order No. 112277

EEO/AA Review _____

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS, TO PROVIDE VOICE TELEPHONE SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jcnj.org

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

Contract Purpose

PAYMENTS FOR PLAIN OLD TELEPHONE (POTS) LINES IN VARIOUS JERSEY CITY AGENCIES.

Cost (Identify all sources and amounts)

City funds, Account 1-201-31-435-620
\$7,000 PER MONTH, \$84,000 PER YEAR

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1-30-14
Date



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
112277

REQUISITION # 0164718
BUYER RESOLUTION

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

DATE	VENDOR NO.
01/13/2014	GR08818

VENDOR INFORMATION

GRANITE TELECOMMUNICATIONS LLC
 100 NEWPORT AVE EXTENSION
 QUINCY MA 02171

DELIVER TO
INFORMATION TECHNOLOGY
 1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
 1 JOURNAL SQUARE PLAZA, 3RD FL
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	POTS LINES PLAIN OLD TELEPHONE (POTS) LINE SERVICE UNDER THE TAFIFFS OF THE NJBPU TERM : 1-1-14 TO 12-31-14 YEARLY \$84,000.00 MONTHLY \$7,000.00 INITIAL ENCUMBRANCE \$20,000.00 RESO _____, APPROVED _____ REIMBURSE VIA PARTIAL PAYMENTS	01-201-31-435-620	20,000.0000	20,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total 20,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

1/13/14

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

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 (z).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

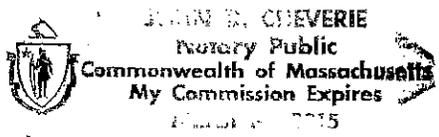
Name of Stock or Shareholder	Home Address
Rob Hale, Jr.	100 Newport Avenue Ext. Quincy, MA 02171

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: Granite Telecommunications, LLC
 Signed: [Signature] Title: Chief Operating Officer
 Print Name: Rand Currier Date: 01/27/2014

Subscribed and sworn before me this 27th day of JANUARY, 2014.
 My Commission expires: MARCH 19, 2015
[Signature]
 (Affiant)
JOHN D. CHEVERIE, NOTARY PUBLIC
 (Print name & title of affiant) (Corporate Seal)



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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Granite Telecommunications, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 01/09/2014 (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 Granite Telecommunications, 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: Granite Telecommunications, LLC

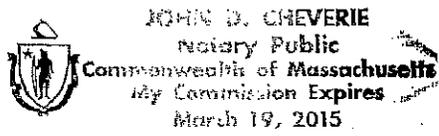
Signed [Signature] Title: Chief Operating Officer

Print Name Rand Currier Date: 01/27/2014

Subscribed and sworn before me
this 27th day of JANUARY, 2014.

[Signature]
(Affiant)

My Commission expires: MARCH 19, 2015
JOHN D. CHEVERIE, NOTARY PUBLIC
(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.

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
LET'S THINK WIRELESS FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **LET'S THINK WIRELESS** be accepted and that a contract be awarded to said company in the amount of **\$67,768.80**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be six months effective as of January 1, 2014;

BE IT FURTHER RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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;

BE IT FURTHER RESOLVED,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

BE IT FURTHER 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

City Clerk File No. Res. 14.099
Agenda No. 10.Z.1 FEB 11 2014

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
LET'S THINK WIRELESS FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-31-435-314 for payment of the above Resolution.

Requisition No. D164862

Purchase Order No. 112413

EEO/AA Review _____

Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, Purchasing Agent

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GRANITE TELECOMMUNICATIONS, LLC

Trade Name:

Address: 100 NEWPORT AVENUE EXT
QUINCY, MA 02171-1759

Certificate Number: 0150071

Effective Date: May 16, 2002

Date of Issuance: February 04, 2014

For Office Use Only:

20140204105720370

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

City Clerk File No. Res. 14.099

Agenda No. 10.Z.1

Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
LET'S THINK WIRELESS FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the maintenance of the City's private licensed Wireless Wide Area PC Network, comprised of telecommunications hardware and software systems; and

WHEREAS, **LET'S THINK WIRELESS** has agreed to provide these goods and services per specifications of the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **LET'S THINK WIRELESS** (for a one year period, 1-1-14 to 12-31-14) in the amount of **\$67,768.80**; and

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

WHEREAS, funds are available in the amount of **\$67,768.80 in Acct. No. 1-201-31-435-314**

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

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

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

WHEREAS, **LET'S THINK WIRELESS** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1)dd authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS (LTW) FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@cnj.org

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

Contract Purpose

SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE THAT COMPRISES THE CITY'S LICENSED WIRELESS WIDE AREA PC/TELEPHONE NETWORK. LTW MONITORS BRIDGEWAVE AND CERAGON RADIO EQUIPMENT, BEAMING SIGNALS OVER LICENSED FCC RADIO FREQUENCIES, THAT ENABLE VOICE AND DATA TRANSMISSIONS TO CITY AGENCIES THAT ARE PART OF THE NON-UNIFORM CITY WIDE AREA PC AND TELEPHONE NETWORK. THEY DISPATCH TECHNICIANS IN THE EVENT OF SYSTEM PROBLEMS AND REPLACE MALFUNCTIONING EQUIPMENT. THE GOAL IS TO MAINTAIN UNINTERRUPTED SERVICE FOR ALL CITY PERSONNEL ON THE NETWORK.

Cost (Identify all sources and amounts)

City funds, Account 1-201-31-435-314
\$67,768.80 FOR ONE YEAR

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

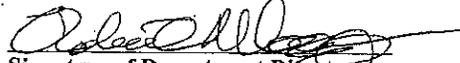
Type of award

SUPPORT OF PROPRIETARY
HARDWARE/SOFTWARE SYSTEMS

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-7-14
Date



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
112413

PURCHASE ORDER & VOUCHER

REQUISITION # 0164862
BUYER EUS

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE **VENDOR NO.**
01/21/2014 **LE330902**

VENDOR INFORMATION

LET'S THINK WIRELESS, LLC
30 CHAPIN ROAD, UNIT 1209
P.O. BOX 628
PINE BROOK NJ 07058

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	WIRELESS WAN MAINT. SUPPORT - PROPRIETARY HWARE/SWARE SYSTEMS UTILIZED IN CITY WIRELESS WAN CY 2014 TERM: 1-1-14 TO 12-31-14 TOTAL CONTRACT: \$67,768.80 EUS RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-31-435-314	67,768.8000	67,768.80
TAX EXEMPTION NO. 22-6002013			PO Total		67,768.80

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

1/27/14

Original Copy

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY

Requisition #

0164862

Assigned PO #

Requisition

Vendor
LET'S THINK WIRELESS, LLC
30 CHAPIN ROAD, UNIT 1209
P.O. BOX 628
PINE BROOK NJ 07058
LE330902

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

Dept. Ship To

Contact Info
ROBERT MAGRO
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	WIRELESS WAN MAINT. SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE SYSTEMS MAINTENANCE OF HARDWARE/SOFTWARE UTILIZED IN CITY WIRELESS WIDE AREA NETWORK TERM 1-1-14 TO 12-31-14	0120131435314	67,768.80	67,768.80

Requisition Total 67,768.80

Req. Date: 01/21/2014

Requested By: BOBM

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1058043 FOR LET'S THINK WIRELESS, LLC IS
VALID.

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary Wireless Wide Area Network PC Network hardware and software systems.
3. The City has determined that a contract for maintenance of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **LET'S THINK WIRELESS** can provide the maintenance services for the proprietary Wireless Wide Area Network PC Network hardware and software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of **\$67,768.80** per year.
5. The Division of Information Technology's recommendation is to award the contract to **LET'S THINK WIRELESS**.
6. The term of the contract is one year effective as of January 1, 2014.
7. The estimated amount of the contract exceeds \$17,500.00 (**\$67,768.80**).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-21-14


Robert Magro, Director,
Division of Information Technology

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0164862
DEPT/DIV: INFO TECH

PO # 112413
SUBJ: WAN MAINTENANCE

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ord	P2P	Prof Sryc	SC	Lib	Reso
Quote/Proposal/Agreement			N/A							
EEO/AA Compliance										
BRC/Validation			X							
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet AND/OR Determination of Value			X							
Other:										

Notes:

BIDS

	Goods & Srycs	Construction	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

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

City Clerk File No. Res. 14.100

Agenda No. 10.Z.2

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING 1) AN AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS TO USE ITS FACILITIES FOR THE NJ GOLDEN GLOVES TOURNAMENT AND 2) AN AGREEMENT WITH THE GOLDEN GLOVES OF NEW JERSEY, INC. AND THE JERSEY CITY YOUTH FOUNDATION, INC. TO USE THE PROPERTY FOR AND PROMOTE THE 2014 NEW JERSEY GOLDEN GLOVES TOURNAMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, The Golden Gloves of New Jersey, Inc. ("NJ Golden Gloves") is a New Jersey Non-Profit Corporation that fosters the hosting and sponsoring of amateur boxing throughout the State of New Jersey and in National Competitions; and

WHEREAS, NJ Golden Gloves seeks to hold the 2014 New Jersey Golden Gloves Boxing Tournament in Jersey City; and

WHEREAS, the JC Public Schools have agreed to allow the City to use the following locations for hosting the 2014 Golden Gloves Tournament on the specified dates:

February 22, 2014	M.S. # 7, 222 Laidlaw Avenue
March 01, 2014	P.S. # 17, 600 Bergen Ave.
March 08, 2014	Dickinson High School, 2 Palisade Avenue
March 15, 2014	Ferris High School, 35 Colgate Street
March 22, 2014	Dickinson High School, 2 Palisade Avenue
March 29, 2014	M.S. # 7, 222 Laidlaw Avenue
April 05, 2014	Dickinson High School, 2 Palisade Avenue
April 12, 2014	Location to be determined, but at either St. Peter's University or Pershing Field; and

WHEREAS, the City of Jersey City ("City"), and the **Jersey City Youth Foundation, Inc.** ("JC Youth Foundation") desire to host, sponsor, and promote boxing events related to the 2014 New Jersey Golden Gloves Tournament; and

WHEREAS, it is in the best interest of the City to host and promote the New Jersey Golden Gloves Tournament and provide recreational activities for its youth.

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 applications and agreements with the Jersey City Public Schools to use the properties for the Golden Gloves Tournament on the dates and in the locations described above.

TITLE:

RESOLUTION AUTHORIZING 1) AN AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS TO USE ITS FACILITIES FOR THE NJ GOLDEN GLOVES TOURNAMENT AND 2) AN AGREEMENT WITH THE GOLDEN GLOVES OF NEW JERSEY, INC., AND THE JERSEY CITY YOUTH FOUNDATION, INC. TO USE THE PROPERTY FOR AND PROMOTE THE 2014 NEW JERSEY GOLDEN GLOVES TOURNAMENT

- 2. The Mayor or Business Administrator is hereby authorized to execute an Agreement with the New Jersey Golden Gloves, Inc. and the Jersey City Youth Foundation, Inc., concerning the sponsoring, hosting, and promoting of the 2014 New Jersey Golden Gloves Tournament at the locations and on the dates specified above.
- 3. The Applications and Agreements shall be in substantially the form attached hereto, as Exhibits A and B, subject to such modifications as the Corporation Counsel, Business Administrator or Risk Manager may deem appropriate or necessary.

RW
2/11/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO THE LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS AND AN AGREEMENT WITH THE GOLDEN GLOVES OF NEW JERSEY, INC. AND THE JERSEY CITY YOUTH FOUNDATION, INC. TO USE CITY LICENSED PROPERTY AT CERTAIN LOCATIONS FOR THE 2014 NEW JERSEY GOLDEN GLOVES TOURNAMENT

Project Manager

Department/Division	Recreation	<division>
Name/Title	Ryan Strother	Director
Phone/email	(201) 547-5269	Rstrother@jcnj.org

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

Contract Purpose

1. Amend the license agreement with the Jersey City Public Schools to include use of the properties for recreational activities scheduled for Saturday evenings; and
2. Authorization to execute an Agreement with the New Jersey Golden Gloves, Inc. and the Jersey City Youth Foundation, Inc. for the sponsoring, hosting, and promoting of the 2014 New Jersey Golden Gloves Tournament

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

February 22, March 1, 8, 15, 22, 29 and April 5, 12, 2014

Type of award

If "Other Exception", enter type

Hosting of 2014 NJ Golden Gloves Tournament

Additional Information

The attached contract is a draft. The final contract will be provided on Monday, February 10, 2014.

The Law Department has prepared the Resolution and Contract on behalf of the Department of Recreation.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Exhibit “A”

JERSEY CITY PUBLIC SCHOOLS
JERSEY CITY, NEW JERSEY

.....
Date of Application

.....
Date Received by Director Of Maintenance/Custodial

**APPLICATION FOR USE OF SCHOOL FACILITIES
AT TIMES OTHER THAN THE REGULAR SCHOOL SESSION**

- a. This is NOT a permit until approved by the DIRECTOR OF MAINTENANCE/CUSTODIAL.
- b. This application must be prepared in quadruplicate.
- c. Questions pertaining to the completion of the application are to be addressed to Jersey City Public Schools, Dept. of Custodial Services, 346 Claremont Avenue, Jersey City, NJ 07305 201 915-6343
- d. Your check or money order for the permit fee should be made payable to Jersey City Public Schools, Jersey City." The approved permit will be returned to the applicant after permit fee is received.

Type or print legibly all information called for below.

1. Full name of applicant organization
Address Phone

2. Name of person making this application
Address Phone
Position in the organization

Are you authorized to make these arrangements?

3. Describe purpose or objective of organization
Is your organization profit making? non-profit making?

4. List names, addresses, and office of organization's officers.

Name	Address	Phone	Office Held
.....
.....
.....

5. How many enrolled members are in your organization?

6. If applicant is a youth organization, what is average age of its membership?

7. School for which application is made
(Use a separate set of forms for each school requested.)

8. State purpose for which premises will be used

9. Space desired (See Form 301B headed Facilities Desired for details of facilities.)

10. Date(s) desired Time: from A. P.M. to A. P.M.
.....
.....

11. Is an admission fee to be charged? If so, how much?
If no fee is charged, how will admissions be controlled?

12. Purpose to which moneys received from admissions will be applied.
.....
.....

APPLICANT'S CERTIFICATION

- a. I or we hereby certify that the applicant organization promises and agrees to observe all the regulation of the Jersey City Public Schools, to exercise the utmost care in the use of premises and property, and to be responsible and pay for any damage arising from the occupancy of any portion of the building.
- b. I or we promise and agree to save the Jersey City Public Schools harmless from any claim, loss or damage by reason of any act or negligence on the part of the applicant, its members, officers, agents, or any person using the premises on the invitation or with the permission of the applicant.
- c. In addition hereto, the applicant must furnish to the Jersey City Public Schools a certificate of insurance covering liability for any personal injury or property damage sustained by anyone arising out of the legitimate use of the premises.
- d. I or we agree that, if we wish to cancel this application or terminate the permit, the full permit fee will be forfeited and no refund made unless notification is received by the Director at least two school days prior to date of intended use.

Organization Signature of Authorized Agent
Address Title or office

This permit is not transferable. The Director may revoke this permit at any time.

The application, if approved, will be forwarded to you upon receipt of the permit fee.

JERSEY CITY PUBLIC SCHOOLS

JERSEY CITY, NEW JERSEY

FACILITIES DESIRED: Applicant will please indicate in the space provided below the exact facilities for this application. The applicant will be notified of the cost based on this listing of facilities needed. Payment of the permit fee must be made 10 days in advance of the activity when notified by Jersey City Public Schools of the amount of the permit fee.

OPEN BUILDING: The charge is *per hour*. Specify exact time required.

School Building hours
 Outdoor Play Areas hours

FACILITIES: The charge is per each session of usage, per each facility.

Auditorium*	No. Desired
Without balcony
With balcony
Stage lighting
Public address system
Movie projector and screen
Risers
Piano

*Includes platform furniture consisting of one table and six chairs.

Rooms

Classrooms .....	.....
Dressing rooms .....	.....
Coat check rooms .....	.....
Shops .....	.....
Library .....	.....
Special rooms (specify) .....	.....

Cafeteria

Serving area only .....	.....
Including kitchen facilities .....	.....

Gymnasium**

Without balcony .....	.....
With balcony .....	.....
Collapsible bleacher seats .....	.....

**Includes scoring table and six chairs, and side benches as available at that location.

Locker room with shower facilities .....	.....
Pool .....	.....
Indoor Playground .....	.....
Outdoor Playground .....	.....
With lighting .....	.....

Lavatory .....	.....
Telephone service .....	.....
Elevator service .....	.....
Additional furniture required .....	.....

BE CERTAIN YOU HAVE SPECIFIED ALL NEEDED AREAS OR FACILITIES AS YOUR PERMIT WILL GIVE ACCESS TO ONLY THOSE ITEMS SPECIFIED

.....

To be filled out by the Director of Maintenance/Custodial
 To the Applicant:

The facilities you requested are (are not) available.

Permission to use facilities specified is hereby granted subject to the conditions stated in the application.

Applicant Signed
DIRECTOR OF MAINTENANCE/CUSTODIAL

Facility Date

Date

Exhibit “*B*”

**CONTRACT TO PROMOTE BOXING EVENTS OF
THE 2014 NEW JERSEY GOLDEN GLOVES
TOURNAMENT**

This agreement ("Agreement") is made this _____ day of February 2014, between **The Golden Gloves of New Jersey, Inc.** ("NJ Golden Gloves"), a national Non-Profit Corporation, whose address is P.O. Box 56, Middletown, New Jersey 07748, the **City of Jersey City** ("Jersey City"), a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **Jersey City Youth Foundation, Inc.** (the "Youth Foundation"), a Non-Profit Corporation, also of Jersey City, New Jersey.

WHEREAS, NJ Golden Gloves is a NJ Non-Profit Corporation that fosters the Hosting/Sponsoring of amateur boxing throughout the State of New Jersey and in National Competitions; and

WHEREAS, NJ Golden Gloves and the **Youth Foundation** (collectively, the "Parties") desire to host, sponsor, and promote boxing events related to the 2014 New Jersey Golden Gloves Tournament (the "Tournament") at the Jersey City Board of Education locations listed below on the following dates in 2014: **February 22, March 1, March 8, March 15, March 22, March 29, April 5, and April 12**; and

WHEREAS, Jersey City and the **Youth Foundation** desire to host and promote the Tournament in Jersey City and seek to use **The Golden Gloves** logo to sponsor the Tournament using **NJ Golden Gloves** amateur boxers.

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:

1. The recitals set forth above are incorporated herein by reference and are made an integral part hereof.
2. The **Youth Foundation** will pay the sum of Fifty Four Thousand Nine Hundred Dollars (\$54,900.00) to **NJ Golden Gloves** for the right to use **The Golden Gloves** name and logo to host, sponsor, and promote the Tournament on the above-referenced dates, and for no other purpose. This sum shall be paid as follows: 50% immediately upon execution of this Agreement; 25% on or before February 22, 2014; and 25% on or before April 12, 2014.
3. The funds being paid to **NJ Golden Gloves** shall be utilized exclusively to cover operating costs associated with the Tournament and to sponsor the winning **OPEN CLASS BOXING TEAM** to the National Tournament of Champions this year being held in Las Vegas, Nevada, including payment of all expenses incurred therein, such as transportation, equipment, per diem, uniforms and the like, and any remaining funds shall be utilized by **NJ Golden Gloves** for boxer development programs and events in New Jersey.
4. **NJ Golden Gloves** will manufacture and distribute five hundred (500) calendar posters advertising the Tournament. Any additional advertising and promotions, including but not limited to press releases related to the Tournament, will be undertaken by **Jersey City** and the

Youth Foundation exclusively. The **Youth Foundation** shall pay the costs of any additional advertising and promoting that **Jersey City** and the **Youth Foundation** may undertake. This license is limited solely to the period of January 2014 through April 2014, and solely for the purposes stated above.

5. **NJ Golden Gloves** shall inform the **Youth Foundation** of any sponsorship opportunities related to the Tournament dates set forth above that **NJ Golden Gloves** is aware of or becomes aware of. All revenue derived from the sponsorship opportunities related to the Tournament will be to the benefit of the **Youth Foundation**. **NJ Golden Gloves** agrees that it is not entitled to any revenue derived from sponsorship opportunities related to the specific Tournament dates set forth above.
6. All press releases related to the Tournament shall be drafted and disseminated by **Jersey City** and the **Youth Foundation**. **NJ Golden Gloves** agrees that, absent express written permission from **Jersey City** and the **Youth Foundation**, it shall not draft, issue, and/or otherwise disseminate any press releases.
7. **Jersey City** and the **Youth Foundation** shall additionally be listed in the anticipated printed posters and given appropriate credit and recognition as the Host and Sponsor of the Tournament. **Jersey City** and the **Youth Foundation** shall be obligated, in addition to sponsoring the Tournament, to print tickets for the Tournament and distribute any brochures or literature advertising the Tournament together with all posters and any form of advertisement that supports the State Tournament. The **Youth Foundation** shall be entitled to keep all revenue related to the Tournament derived from the purchase of tickets, concessions stands, sponsorships, and journal advertisements. Insurance shall be in the form and amounts as approved by the City's Risk Manager.
8. **Jersey City** and the **Youth Foundation** shall hold **NJ Golden Gloves** harmless from any claims of liability arising out of **Jersey City** and the **Youth Foundation's** Services and Responsibilities as set forth in Exhibit A to this Agreement. **Jersey City** and the **Youth Foundation** shall not hold **NJ Golden Gloves** harmless from any claims of liability arising out of **NJ Golden Gloves'** Services and Responsibilities as set forth in Exhibit A to this Agreement. The **NJ Golden Gloves** agrees to indemnify and hold **Jersey City** and the **Youth Foundation** harmless from any and all claims of liability arising out of the boxing activities of the **NJ Golden Gloves** and its Services and Responsibilities as set forth in Exhibit A to this Agreement. **NJ Golden Gloves** further agrees to provide proof of liability insurance covering each of the boxing events listed above in the amount of Two Million Dollars (\$2,000,000.00); **Jersey City** and the **Youth Foundation** shall be named additional Insureds on said liability insurance policy.
9. In the event that **Jersey City** and the **Youth Foundation** fail to promote the Tournament as described above, any monies allocated thereto from the **Youth Foundation's** payment of Fifty Four Thousand Nine Hundred Dollars (\$54,900.00) – as set forth in paragraph 2 above- to **NJ Golden Gloves**, shall be deemed liquidated damages to **NJ Golden Gloves** and shall be non-refundable.
10. **NJ Golden Gloves** shall provide the amateur boxers wishing to participate in each event.

11. **Jersey City** and the **Youth Foundation** have secured the facilities listed below for the Tournament. **NJ Golden Gloves** has inspected the facilities and has agreed to the use of these venues for the boxing events. The dates and locations for the Tournament are as follows:

February 22, 2014 M.S. # 7, 222 Laidlaw Avenue

March 01, 2014 P.S. # 17, 600 Bergen Ave.

March 08, 2014 Dickinson High School, 2 Palisade Avenue

March 15, 2014 Ferris High School, 35 Colgate Street

March 22, 2014 Dickinson High School, 2 Palisade Avenue.

March 29, 2014 M.S. # 7, 222 Laidlaw Avenue

April 05, 2014 Dickinson High School, 2 Palisade Avenue

April 12, 2014 Location to be determined, but at either
St. Peter's University or Pershing Field

12. The **Youth Foundation** shall also be responsible for obtaining and having available on the night of Tournament events appropriate crowd-control personnel (either uniformed Police Officers or Private Security guards) and **MUST** also have available Emergency Medical Facilities including an ambulance and paramedics (EMT) on site for the duration of each event. The costs of which are the sole responsibility of the **Youth Foundation**.
13. The Parties agree that the right to sponsor the Tournament shall not be assignable to any other party without the express written approval of **NJ Golden Gloves**.
14. The Parties jointly and severally represent and warrant that there is no pending litigation, proceedings or investigations pending or threatened against **Jersey City** and the **Youth Foundation** that will prevent **Jersey City** and the **Youth Foundation** from performing the Services and Responsibilities set forth in Exhibit A to this Agreement. **Jersey City** and the **Youth Foundation** agree that they will file and pay any and all applicable taxes whether Federal, State, or Local, or otherwise which may be incurred as a result of the sponsoring of the Tournament.
15. The Agreement is to be construed in accordance with the laws of the **State of New Jersey**.
16. Exhibit A to this Agreement sets forth the relative Services and Responsibilities of the Parties and is incorporated herein by reference and is made an integral part hereof.
17. This Agreement sets forth the entire understanding of the parties and it shall not be changed or terminated orally.
18. **Jersey City** and the **Youth Foundation** represent to the **NJ Golden Gloves** that there is no party entitled to any commission on account of this Agreement.

19. All terms and provisions of this Agreement shall be binding upon and enforceable by the Parties, their administrators, personal representatives, successors and assigns.

20. **Jersey City** and the **Youth Foundation** shall be responsible for obtaining any governmental permits including Municipal permits, licenses, Fire Dept. licenses, Board of Health Permits or any other Municipal, State, or County permit or license required to run the Tournament.

THE GOLDEN GLOVES OF NEW JERSEY, INC.

CITY OF JERSEY CITY

By: _____
DAN DOYLE, PRESIDENT

By: _____
**ROBERT KAKOLESKI,
BUSINESS ADMINISTRATOR**

JERSEY CITY YOUTH FOUNDATION, INC.

By: _____

Title: _____

Exhibit A

****TOURNAMENT SERVICES AND RESPONSIBILITIES****

NJ Golden Gloves Services and Responsibilities:

- Start-up packet- Welcome letter, Contract, Responsibility list*
- supply boxers, coaches, officials (referees, judges) Ring Physician*
- supply, set up and break down a sanctioned Boxing Ring with all needed accessories*
- supply & issue Tournament entry passes to all participants*
- offer any technical support where needed*
- provide the gauze/tape, surgical gloves, score cards, and bout sheets for event*
- supply master list of participants (coaches and boxers) for Tournament Passes*
- supply all trophies & awards for recipients*

Jersey City Youth Foundation Services and Responsibilities:

- supply your own responsible adults & security measures to manage your entrance doors*
- without fail... must have an American Flag in the arena before the bouts commence*
- supply a live vocal performance or an instrumental recording of the our National Anthem to be played prior to the bouts*
- supply your own entrance/admission tickets, & handling of the same*
- arrange for ample signage (entrance/directional purposes for boxers and coaches)*
- arrange for your own seating, PA system, DJ, cordless mic for Announcer*
- supply local Uniformed Police/Security Guards- If required by venue-*
- supply TWO (2) EMT's with fully-equipped ambulance and oxygen on site for entire duration of event*
- notify local Fire Marshall of your event*
- supply 12 6-ft tables for around the ring-shirt sales, glove table, matching table, trophy table*
- NO unauthorized persons shall be allowed to sit at the ring tables —only approved officials & media*
- supply 10 Reserve & 20 General Admission tickets for NJ Golden Glove Committee, if needed*
- referee events, hire medical professionals to provide treatment, if needed*

Jersey City Services and Responsibilities:

-must supply the competition arena (venue) and indemnify the Youth Foundation and NJ Golden Gloves for damages arising from ordinary use of the real property.

**CONTRACT TO PROMOTE BOXING EVENTS OF
THE 2014 NEW JERSEY GOLDEN GLOVES
TOURNAMENT**

This agreement ("Agreement") is made this _____ day of February 2014, between **The Golden Gloves of New Jersey, Inc.** ("NJ Golden Gloves"), a national Non-Profit Corporation, whose address is P.O. Box 56, Middletown, New Jersey 07748, the **City of Jersey City** ("Jersey City"), a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **Jersey City Youth Foundation, Inc.** (the "Youth Foundation"), a Non-Profit Corporation, also of Jersey City, New Jersey.

WHEREAS, NJ Golden Gloves is a National Non-Profit Corporation that fosters the Hosting/Sponsoring of amateur boxing throughout the State of New Jersey and in National Competitions; and

WHEREAS, NJ Golden Gloves, Jersey City, and the Youth Foundation (collectively, the "Parties") desire to host, sponsor, and promote boxing events related to the 2014 New Jersey Golden Gloves Tournament (the "Tournament") at the locations listed below on the following dates in 2014: **February 22, March 1, March 8, March 15, March 22, March 29, April 5, and April 12**; and

WHEREAS, Jersey City and the Youth Foundation desire to host and promote the Tournament in Jersey City and seek to use **The Golden Gloves** logo to sponsor the Tournament using **NJ Golden Gloves** amateur boxers.

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:

1. The recitals set forth above are incorporated herein by reference and are made an integral part hereof.
2. The **Youth Foundation** will pay the sum of Fifty Four Thousand Nine Hundred Dollars (\$54,900.00) to **NJ Golden Gloves** for the right to use **The Golden Gloves** name and logo to host, sponsor, and promote the Tournament on the above-referenced dates, and for no other purpose. This sum shall be paid as follows: 50% immediately upon execution of this Agreement; 25% on or before February 22, 2014; and 25% on or before April 12, 2014.
3. **IT IS EXRESSLY UNDERSTOOD AND AGREED** that the funds being paid to **NJ Golden Gloves** shall be utilized to cover operating costs associated with the Tournament and to sponsor the winning **OPEN CLASS BOXING TEAM** to the National Tournament of Champions this year being held in Las Vegas, Nevada, including payment of all expenses incurred therein, such as transportation, equipment, per diem, uniforms and the like, and any remaining funds shall be utilized by **NJ Golden Gloves** for boxer development programs and events in New Jersey.
4. **NJ Golden Gloves** will manufacture and distribute five hundred (500) calendar posters advertising the Tournament. Any additional advertising and promotions, including but not limited to press releases related to the Tournament, will be undertaken by **Jersey City** and the

Youth Foundation exclusively. The **Youth Foundation** shall pay the costs of any additional advertising and promoting that **Jersey City** and the **Youth Foundation** may undertake. This license is limited solely to the period of January 2014 through April 2014, and solely for the purposes stated above.

5. **NJ Golden Gloves** shall inform **Jersey City** and the **Youth Foundation** of any sponsorship opportunities related to the Tournament dates set forth above that **NJ Golden Gloves** is aware of or becomes aware of. All revenue derived from the sponsorship opportunities related to the Tournament will be to the benefit of **Jersey City** and the **Youth Foundation**. **NJ Golden Gloves** agrees that it is not entitled to any revenue derived from sponsorship opportunities related to the specific Tournament dates set forth above.
6. All press releases related to the Tournament shall be drafted and disseminated by **Jersey City** and the **Youth Foundation**. **NJ Golden Gloves** agrees that, absent express written permission from **Jersey City** and the **Youth Foundation**, it shall not draft, issue, and/or otherwise disseminate any press releases.
7. **Jersey City** and the **Youth Foundation** shall additionally be listed in the anticipated printed posters and given appropriate credit and recognition as the Host and Sponsor of the Tournament. **Jersey City** and the **Youth Foundation** shall be obligated, in addition to sponsoring the Tournament, to print tickets for the Tournament and distribute any brochures or literature advertising the Tournament together with all posters and any form of advertisement that supports the State Tournament. **Jersey City** and the **Youth Foundation** shall be responsible for securing the site(s) for the Tournament. The site(s) shall be approved by **NJ Golden Gloves**. **NJ Golden Gloves** agrees that the site(s) approval will not be unreasonably withheld.
8. **Jersey City** and the **Youth Foundation** shall be entitled to keep all revenue related to the Tournament derived from the purchase of tickets, concessions stands, sponsorships, and journal advertisements.
9. **Jersey City** and the **Youth Foundation** shall hold **NJ Golden Gloves** harmless from any claims of liability arising out of **Jersey City** and the **Youth Foundation's** Services and Responsibilities as set forth in Exhibit A to this Agreement. **Jersey City** and the **Youth Foundation** shall not hold **NJ Golden Gloves** harmless from any claims of liability arising out of **NJ Golden Gloves'** Services and Responsibilities as set forth in Exhibit A to this Agreement. The **NJ Golden Gloves** agrees to indemnify and hold **Jersey City** and the **Youth Foundation** harmless from any and all claims of liability arising out of the boxing activities of the **NJ Golden Gloves** and its Services and Responsibilities as set forth in Exhibit A to this Agreement. **NJ Golden Gloves** further agrees to provide proof of liability insurance covering each of the boxing events listed above in the amount of Two Million Dollars (\$2,000,000.00); **Jersey City** and the **Youth Foundation** shall be named additional Insureds on said liability insurance policy.
10. In the event that **Jersey City** and the **Youth Foundation** fail to promote the Tournament as described above, any monies allocated thereto from the **Youth Foundation's** payment of Fifty Four Thousand Nine Hundred Dollars (\$54,900.00) – as set forth in paragraph 2 above- to **NJ Golden Gloves**, shall be deemed liquidated damages to **NJ Golden Gloves** and shall be non-refundable.
11. **NJ Golden Gloves** shall provide the amateur boxers wishing to participate in each event.

12. **Jersey City** and the **Youth Foundation** have secured the facilities listed below for the Tournament. **NJ Golden Gloves** has inspected the facilities and has agreed to the use of these venues for the boxing events. The dates and locations for the Tournament are as follows:

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April 05, 2014 Dickinson High School, 2 Palisade Avenue

April 12, 2014 Location to be determined, but at either
St. Peter's University or Pershing Field

13. The **Youth Foundation** shall also be responsible for obtaining and having available on the night of Tournament events appropriate crowd-control personnel (either uniformed Police Officers or Private Security guards) and **MUST** also have available Emergency Medical Facilities including an ambulance and paramedics (EMT) on site for the duration of each event. The costs of which are the sole responsibility of the **Youth Foundation**.
14. The Parties agree that the right to sponsor the Tournament shall not be assignable to any other party without the express written approval of **NJ Golden Gloves**.
15. The Parties agree that all alcoholic beverages must be served in plastic cups, pursuant to USA Boxing, Inc. rules passed by the Olympic Committee.
16. The Parties jointly and severally represent and warrant that there is no pending litigation, proceedings or investigations pending or threatened against **Jersey City** and the **Youth Foundation** that will prevent **Jersey City** and the **Youth Foundation** from performing the Services and Responsibilities set forth in Exhibit A to this Agreement. **Jersey City** and the **Youth Foundation** agree that they will file and pay any and all applicable taxes whether Federal, State, or Local, or otherwise which may be incurred as a result of the sponsoring of the Tournament.
17. The Agreement is to be construed in accordance with the laws of the **State of New Jersey**.
18. Exhibit A to this Agreement sets forth the relative Services and Responsibilities of the Parties and is incorporated herein by reference and is made an integral part hereof.
19. This Agreement sets forth the entire understanding of the parties and it shall not be changed or terminated orally.

20. **Jersey City** and the **Youth Foundation** represent to the **NJ Golden Gloves** that there is no party entitled to any commission on account of this Agreement.
21. All terms and provisions of this Agreement shall be binding upon and enforceable by the Parties, their administrators, personal representatives, successors and assigns.
22. **Jersey City** and the **Youth Foundation** shall be responsible for obtaining any governmental permits including Municipal permits, licenses, Fire Dept. licenses, Board of Health Permits or any other Municipal, State, or County permit or license required to run the Tournament.

THE GOLDEN GLOVES OF NEW JERSEY, INC.

CITY OF JERSEY CITY

By: _____
DAN DOYLE, PRESIDENT

By: _____
**ROBERT KAKOLESKI,
BUSINESS ADMINISTRATOR**

JERSEY CITY YOUTH FOUNDATION, INC.

By: _____

Title: _____

Exhibit A

TOURNAMENT SERVICES AND RESPONSIBILITIES

NJ Golden Gloves Services and Responsibilities:

- Start-up packet- Welcome letter, Contract, Responsibility list*
- supply boxers, coaches, officials (referees, judges) Ring Physician*
- supply, set up and break down a sanctioned Boxing Ring with all needed accessories*
- supply & issue Tournament entry passes to all participants*
- offer any technical support where needed*
- provide the gauze/tape, surgical gloves, score cards, and bout sheets for event*
- supply master list of participants (coaches and boxers) for Tournament Passes*
- supply all trophies & awards for recipients*

Host/Sponsor Services and Responsibilities:

- must supply the competition arena (venue)*
- supply your own responsible adults & security measures to manage your entrance doors*
- without fail... must have an American Flag in the arena before the bouts commence*
- supply a live vocal performance or an instrumental recording of the our National Anthem to be played prior to the bouts*
- supply your own entrance/admission tickets, & handling of the same*
- arrange for ample signage (entrance/directional purposes for boxers and coaches)*
- arrange for your own seating, PA system, DJ, cordless mic for Announcer*
- supply local Uniformed Police/Security Guards- If required by venue-*
- supply TWO (2) EMT's with fully-equipped ambulance and oxygen on site for entire duration of event*
- notify local Fire Marshall of your event*
- supply 12 6-ft tables for around the ring-shirt sales, glove table, matching table, trophy table*
- NO unauthorized persons shall be allowed to sit at the ring tables —only approved officials & media*
- supply 10 Reserve & 20 General Admission tickets for NJ Golden Glove Committee, if needed*

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

City Clerk File No. Res. 14.101

Agenda No. 10.Z.3

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT TO ALLOW THE HUDSON COUNTY SHERIFF'S OFFICE TO MONITOR AND TRANSMIT OVER THE CITY OF JERSEY CITY'S RADIO SYSTEM PURSUANT TO THE UNIFORMED SHARED SERVICES ACT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between local units to provide services to each other; and

WHEREAS, the ability to monitor and transmit over the City of Jersey City's (City) radio system serves the interests of the City and improves the safety of Hudson County Sheriff's Officers, Jersey City Employees, and the general population; and

WHEREAS, this service and program will assist the City in delivering public safety services; and

WHEREAS, the City and the County of Hudson desire to memorialize this agreement to provide this service.

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

1. The Mayor or Business Administrator is authorized to execute a Uniformed Shared Services Agreement with the County of Hudson authorizing the Hudson County Sheriff's Office to monitor and transmit over the City's radio system subject to the following minimum terms and conditions:
 - A. The term of the Agreement shall be effective as of October 28, 2013 and shall continue until terminated by either party at its convenience.
 - B. The Hudson County Sheriff's Office shall bear full financial responsibility for the provision of this service.
 - C. The County of Hudson shall agree to indemnify the City in connection with its use of the City's radio system.
2. The agreement shall be in substantially the form attached, subject to such modifications as deemed necessary or appropriate by Corporation Counsel or the Business Administrator

RR
2-3-14
APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

AGREEMENT

This Agreement made the 28th day of October, 2013 between the **CITY OF JERSEY CITY** (Jersey City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the **COUNTY OF HUDSON COUNTY** (Hudson County), an Incorporated County of the State of New Jersey, **SHERIFFS OFFICE** with offices at 257 Cornelison Avenue, Jersey City, NJ 07302.

Recitals

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between local units to provide services to each other; and

WHEREAS, the ability to monitor and transmit over the City's radio system for the safety of Sheriff Officers, Jersey City Employees and the general population; and

WHEREAS, the City and the Sheriff's Office desire to enter into a Shared Services Agreement for the City to allow the Sheriff's Office to monitor and transmit over the City's licensed radio frequencies; and

WHEREAS, the term of the Shared Services Agreement shall be effective as of October 28th, 2013

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 1

Purpose of Agreement

- 1) The purpose of allowing the Hudson County Sheriffs' Office the ability to monitor and transmit over the City's radio system is for the safety of Sheriff Officers and Jersey City Police Officers who may have cause to be at the same scene albeit for different purposes. It is only to be used where time is a crucial factor.
- 2) Another purpose is when coordination with the City's Police Department (and or other City Agencies) and the Sheriffs' Office can be best served for safety and efficiency by their shared use of our system.
- 3) One more purpose would be in the provision of essential service to the citizens of Jersey City where the provision of aid to an injured or prevention of an act which may injure a person could be undertaken by a Sheriffs' Officer or the immediate apprehension of an actor causing or attempting to cause such an act.

Article 2
Scope of Services

- 1) The City of Jersey City is granting permission to the Hudson County Sheriffs' Office to transmit using groups in our radio system as designated by the Chief of Police. Additional groups may be added or allowed on a temporary basis (no longer than 96 hours) upon the approval of the Chief of Police or his designee. This permission shall be in line with the purposes stated previously.
- 2) Immediate use shall be from one transmit point, the Sheriffs' main communication center which will identify themselves as such.
- 3) Permission to patch in other Sheriffs' mobile and portable radio devices may be made over the air or telephonically. The supervisor of the Jersey City's Police Communications Bureau can grant permission while getting affirmation from the Chief or his designee.
- 4) When the need for coordination is known in advance the Sheriffs' Office will formally request permission from the Chief of Police stating reason and duration needed.

Article 3
Term of Agreement

- 1) The term of this Agreement shall be effective as of October 28th, 2013 until abrogated by either party.
- 2) It shall be the right of either party to abrogate this agreement without cause or liability upon written notification from and to the governing bodies.

Article 4
Compensation and Payment

- 1) The Hudson County Sheriffs' Office will bear full financial responsibility for their integration into the City of Jersey City's radio system. The Sheriffs' Office will also agree to pay for any repairs, maintenance or services required to maintain the connection.
- 2) The Hudson County Sheriffs' Office will also be responsible for the immediate (within 4 hours, or agreed upon time frame by the City) mitigation of any problems caused to the City's radio system from the integration or programming.
- 3) The City of Jersey City reserves the right to approve or disapprove any programs or equipment which may be linked to its radio system.
- 4) The City of Jersey City will bear no responsibility for the failure of its radio system or any of its parts or functions.

Article 5
Contractual Relationship

1) This agreement in no fashion is to allow the Hudson County Sheriffs' Office to utilize the connection as an alternate communications link to their units.

2) The City of Jersey City gives up no rights to the servicing of requests for service from citizens and persons within the jurisdictional boundaries of the City of Jersey City.

3) The City of Jersey City asserts its primacy in the enforcement and investigation of all Federal, State and local laws, statutes and ordinances in its purview and jurisdictional boundaries.

4) The Hudson County Sheriffs' Office agrees not to utilize information obtained through the monitoring of the Jersey City radio system to initiate an action from their units except for incidents where serious injury could or has occurred or the apprehension of a fleeing felon is possible. Article 5 paragraph 3 applies.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7
Assignment

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

Article 8
Choice of Law

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

Article 9
Modification

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

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Sheriff's Office. 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 11
Counter-Parts

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12
Paragraph Headings

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

Article 13
Severability

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

Article 14
Indulgences

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

Article 15
Non-Discrimination

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, religion, sex age or national origin and affirmative action will be taken to insure that applicants are employed without regard to their race, color, religion, sex age or national origin. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, religion, sex, age or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 16
Notice

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

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

Hudson County Sheriff's Office
Hudson County Sheriff
257 Cornelison Avenue
Jersey City, NJ 07302

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

HUDSON COUNTY SHERIFF'S OFFICE

Alberto G. Santos, Clerk
Board of Chosen Freeholders

Laurie Cotter,
Deputy County Administrator

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

City Clerk File No. Res. 14.102

Agenda No. 10.Z.4

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DLT SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AUTODESK BUILDING DESIGN SOFTWARE UNDER GSA CONTRACT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Autodesk Building Design Suite is a software used by the Division of Architecture, Engineering and Traffic and Transportation to perform architectural, engineering and technical applications to the design of buildings; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, DLT Solutions, Inc. 13861 Sunrise Drive, Suite 400, Herndon, Virginia 20171, is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70 Contract GS-35F-4543G; and

WHEREAS, DLT Solutions, Inc. 13861 Sunrise Drive, Suite 400, Herndon, Virginia 20171 submitted a quote in the total amount of Twenty Three Thousand, Two Hundred Thirty Three Dollars (\$23,233.00) for Autodesk Building Design Suite and Support; and

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$23,233.00 is available in Account No. 04-215-55-920-990 which represents the Capital Account Fund Year 2014;

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

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract is awarded to DLT Solutions, Inc. 13861 Sunrise Drive, Suite 400, Herndon, Virginia 20171 the holder of GSA Contract GS-35F-4543G, in the amount of \$23,233.00 for Autodesk Building Design Suite and Support for the Division of Architecture, Engineering and Traffic and Transportation.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.

(Continue to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DLT SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AUTODESK BUILDING DESIGN SOFTWARE UNDER GSA CONTRACT

- 3. The award of this contact shall be subject to the condition that DLT Solutions, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
- 4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

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

Department of Administration/Capital Fund

Account No.	Purchase Order	Amount
04-215-55-920-990	112288	\$23,233.00

Peter Folgado, Director of Purchasing
RPPO, OPA

Donna Mauer, Chief Financial Officer

PF/pv
1/29/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DLT SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AUTODESK BUILDING DESIGN SOFTWARE UNDER GSA CONTRACT

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@icnj.org

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

Contract Purpose

ACQUIRE AUTOCAD SOFTWARE FOR THE ARCHITECTURE AND ENGINEERING DIVISIONS. AUTOCAD/AUTODESK SOFTWARE PRODUCTS ARE STANDARD TOOLS FOR CITY ENGINEERS AND ARCHITECTS.

Cost (Identify all sources and amounts)

\$23,233.00

Contract term (include all proposed renewals)

NOT APPLICABLE

Type of award

GSA CONTRACT

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-6-14
Date



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
112288

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0164578**
BUYER **RESOGSA**

DATE	VENDOR NO.
01/14/2014	DL140250

VENDOR INFORMATION

DLT SOLUTIONS INC
13861 SUNRISE DRIVE
SUITE 400
HERNDON VA 20171

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
4.00	EA	9701-8772XWG1 AUTODESK 2014 SUBSCRIPTION & 1 YR SUPPORT GSA NO. GS-35F-4543G SCHEDULE 70: GENERAL PURPOSE COMMERCIAL INFO TECH TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES CATEGORY: 132-33, PERPETUAL SWARE LIC AND 132-34, MAINTENANCE OF SWARE QUOTE: 4338626 RESO _____, APPROVED _____	04-215-55-920-990	431.52	1,726.08
4.00	EA	9701-8772ELS AUTODSK BUILDING DESIGN SUITE PREMIUM 2014 WITH ONE YEAR SUPPORT	04-215-55-920-990	5,376.73	21,506.92

TAX EXEMPTION NO. **22-6002013**

PO Total **23,233.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY

Requisition #

0164578

Assigned PO #

Requisition

Vendor
DLT SOLUTIONS INC
13861 SUNRISE DRIVE
SUITE 400
HERNDON VA 20171
DL140250

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

Dept. Ship To

Contact Info
ROBERT MAGRO
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
4.00	EA	9701-8772ELS AUTODSK BUILDING DESIGN SUITE PREMIUM 2014 WITH ONE YEAR SUPPORT	0421555920990	5,376.73	21,506.92
4.00	EA	9701-8772XWG1 AUTODESK 2014 SUBSCRIPTION & 1 YR SUPPORT GSA NO. GS-35F-4543G SCHEDULE 70: GENERAL PURPOSE COMMERCIAL INFO TECH TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES CATEGORY: 132-33, PERPETUAL SWARE LIC AND 132-34, MAINTENANCE OF SWARE QUOTE: 4338626	0421555920990	431.52	1,726.08

RESO _____, APPROVED _____

Requisition Total 23,233.00

Req. Date: 01/06/2014

Requested By: BOBM

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

DLT:

**** Budget Account ****

Fund	4	GENERAL CAPITAL	Budget Amount	00.
G/L	215	IMPROVEMENT AUTHORIZ	Revised Budget	1,047,600.00
Cafr	55	OTHER LIABILITIES	Beginning Balance	1,047,600.00
Subsidiary	920	VAR IT EQUIP/SOFTWARE	Prior YTD Expended	183,924.07
Line Item	990	FUNDED	Curr. YTD Expended	28,258.81
Sort Code	25	ADMINISTRATION DEPT	Open Encumbered	227,274.31
Year/Period	2014 /	<input type="checkbox"/> View in Ascending Order <input checked="" type="checkbox"/> View in Descending Order	Ending Balance	608,142.81
Chg. Year/Period	2014 /			

New Acct Previous > < Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cr	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	1	1/09/2014	111949	SOFTWARE HOUSE	B015574		365.38	.00
VR	1	1/09/2014	112001	CDW GOVERNMENT	HP19830		249.00	.00
VR	1	1/09/2014	112003	CDW GOVERNMENT	HP26071		349.00	.00
VR	1	1/09/2014	111950	CDW GOVERNMENT	HM05288		349.00	.00
VR	1	1/09/2014	111801	DELL MARKETING	XJ8F2D35		1,244.98	.00
VR	1	1/09/2014	111803	DELL MARKETING	XJ8J4K52		5,859.63	.00
VR	1	1/09/2014	111726	DELL MARKETING	XJ8F5K2K		939.32	.00
VR	1	1/15/2014	109790	CDW GOVERNMENT	*		7,595.00	.00
VR	1	1/15/2014	111087	DELL MARKETING	*		1,093.81	.00
VR	1	1/15/2014	111018	DELL MARKETING	XJ79R5R		9,359.92	.00
VR	1	1/15/2014	111729	CDW GOVERNMENT	HD06817		853.77	.00

Print Account

View Open Enc

View Lgl Line



Price Quotation

Quote: 4338626
 Reference: 950310
 Date: 01/06/2014
 Expires: 01/30/2014

To: Mr. Joseph Javier
 Jersey City City of (NJ)
 Division of Architecture
 575 Route 440 2nd Floor
 Jersey City, NJ 07305

From: Jamie Jones
 DLT Solutions, LLC
 13861 Sunrise Valley Drive
 Suite 400
 Herndon, VA 20171

Phone: (201) 547-5900
 Fax: (201) 547-5806
 Email: javierj@jcnj.org

Phone: (703) 708-9114
 Fax: (866) 708-6705
 Email: jamie.jones@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-8772ELS	GSA	4	\$5,376.73	\$21,506.92
	Autodesk Building Design Suite Premium 2014 Standalone License ELD				
2	9701-8772XWG1	GSA	4	\$431.52	\$1,726.08
	Autodesk Building Design Suite Premium 2014 Subscription and Advanced Support - 1 Year				
	PoP: 1/12/2014 through 6/11/2014				

Sent on behalf of Microdesk, Inc.

Total: \$23,233.00

GSA Schedule Data:
 Contract #: GS-35F-4543G
 Contract Category: Schedule 70
 Contract Term: 04/01/1997-03/31/2017
 DUNS #: 78-646-8199
 Federal ID #: 54-1599882
 CAGE Code: 0S0H9
 FOB: Destination
 Terms: Net 30 (On Approved Credit)
 DLT accepts VISA/MC/AMEX
 Ship Via: Fedex Ground/UPS

**PLEASE REMIT
 PAYMENT TO:**

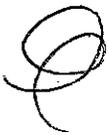
ACH: DLT Solutions, LLC
 SunTrust Bank
 ABA # 051000104
 Acct # 1000032705898

-OR-

Mail: DLT Solutions, LLC
 PO Box 102549
 Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.



Cooperative Purchasing FAQs - Windows Internet Explorer
http://www.gsa.gov/portal/content/202313#2
Cooperative Purcha...
Convert Select
File Edit View Favorites Tools Help
Search Results NICSC Job Description And ... Purchase Bureau Contract ... Kids Schooling ...
Find: disc Previous Next Options

[Back to Top](#)

2. What statute authorized the Cooperative Purchasing program?

Section 211 of the E-Government Act of 2002 (Public Law 107-347) authorized state and local governments access to Federal Supply Schedule 70, Information Technology (IT), and Consolidated (formerly Corporate Contracts) Schedule contracts, containing IT Special Item Numbers (SINs).

[Back to Top](#)

3. What Schedules are available under the program?

The Local Preparedness Acquisition Act (Public Law 110-248), authorized state and local governments access to Federal Supply Schedule 84, Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response.

[Back to Top](#)

4. What types of products and services are available under Cooperative Purchasing?

Schedule 70 includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.

Schedule 84 includes alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services.

[Back to Top](#)

5. How can state and local governments purchase wireless plans and/or devices and also mobile device and mobile application management (MDM/MAM) tools?

In May 2013, GSA launched the FSSI Wireless BPA program so state and local entities can order wireless plans to include choices of no-cost devices. Wireless is the single biggest technology item state and local entities purchase from GSA schedules. The BPAs deliver further cost savings, simplify wireless buying, and have wide geographic coverage. MDM/MAM and Mobility Life-Cycle tools are available to state and local entities through GSA's Managed Mobility program's IT Schedule 70 source of supply.

Start [Taskbar icons] 125% 12:12 PM 1/14/2014

Cooperative Purchasing FAQs - Windows Internet Explorer
http://www.gsa.gov/portal/content/202313#2
Cooperative Purcha...
Convert Select
File Edit View Favorites Tools Help
Search Results NJCSC Job Description And... Purchase Bureau Contract... Kids Schooling
Find: disc Previous Next Options

threshold. Contractors may voluntarily accept credit cards for orders exceeding the micro-purchase threshold.

[Back to Top](#)

22. Can state and local governments issue Blanket Purchase Agreements (BPAs) under the Schedule contracts?

Yes. State and local government entities may issue BPAs under the Schedule contracts.

[Back to Top](#)

23. Can state and local government entities be granted additional price reductions under the Schedule contracts?

Yes. Schedule prices are ceiling prices, and price reductions may be granted at the order level.

[Back to Top](#)

24. Will a spot discount to state and local government entities under the GSA Schedule purchases trigger the Price Reductions clause?

No. Granting state and local government entities additional price discounts under GSA Schedule purchases will not trigger the Price Reductions clause.

[Back to Top](#)

25. Does the Trade Agreements Act apply to contracts between the Schedule contractor and state and local government entities?

Yes. All Schedule contract terms and conditions, except those stated above as exceptions, apply to contracts between the GSA Schedule contractor and state and local government entities.

[Back to Top](#)

26. Can federal grantees purchase products and services from GSA Schedule under the Cooperative Purchasing program?

Start
125%
12:16 PM
1/14/2014



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DLT SOLUTIONS, LLC

Trade Name:

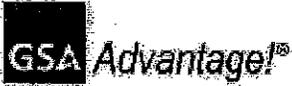
Address: 13861 SUNRISE VALLEY DRIVE STE400
HERNDON, VA 20171-6126

Certificate Number: 0109410

Effective Date: December 21, 2001

Date of Issuance: January 14, 2014

For Office Use Only:
20140114113151700



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AUTODESK BUILDING DESIGN SUITE...



[Enlarge/More Views >>](#)

\$5,431.04 EA

sold and shipped by
DLT SOLUTIONS, LLC

[visit contractor's website](#)

Mfr Part No.:	765F1-WWR1K1-1001	• Desc
Contractor Part No.:	9701-8772ELS	Autodesk
Manufacturer:	AUTODESK	Building
Contract No.:	GS-35F-4543G (ends: Mar 31, 2017)	Design Suite
MAS Schedule/SIN:	70/132-33	Premium
Warranty:	30 DA	2014
Made In:	UNITED STATES OF AMERICA	Standalone
		License ELD

COOP PURCH Cooperative Purchasing items

Compare Available Sources

Quantity: **Add to Cart**

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

	<u>Price/Unit</u> ⇅	<u>Contractor</u> ⇅	<u>Socio</u>	<u>Photo</u>	<u>Deliv Days</u> ⇅	<u>Min</u> ⇅	<u>FOB/Shipping</u> ⇅
<input checked="" type="radio"/>	\$5,431.04 EA	DLT Solutions, LLC	o		30 days shipped ARO	\$100.00	D- CONUS,AK,PR,HI



[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) |



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	Advanced		0

[Home](#) > [Product Detail](#)

AUTODESK BUILDING DESIGN SUITE...



Mfr Part No.:	765D1-000110-S105 2014-1	• Desc
Contractor Part No.:	9701-8772XWG1	Autodesk
Manufacturer:	AUTODESK	Building
Contract No.:	GS-35F-4543G (ends: Mar 31, 2017)	Design Suite
MAS Schedule/SIN:	70/132-34	Premium
Warranty:	30 DA	2014
Made In:	UNITED STATES OF AMERICA	Subscription and
		Advanced Support - 1 Year

[Enlarge/More Views >>](#)

\$1,035.64 EA
 sold and shipped by
DLT SOLUTIONS, LLC
[visit contractor's website](#)

Cooperative Purchasing items

Compare Available Sources

Quantity:

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

	<u>Price/Unit</u> ⇅	<u>Contractor</u> ⇅	<u>Socio</u>	<u>Photo</u>	<u>Deliv Days</u> ⇅	<u>Min</u> ⇅	<u>FOB/Shipping</u> ⇅
◎	\$1,035.64 EA	<u>DLT Solutions, LLC</u>	0		30 days shipped ARO	\$100.00	<u>D- CONUS, AK, PR, HI</u>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DLT SOLUTIONS, LLC
Trade Name:
Address: 13861 SUNRISE VALLEY DRIVE STE400
HERNDON, VA 20171-6126
Certificate Number: 0109410
Effective Date: December 21, 2001
Date of Issuance: January 10, 2014

For Office Use Only:
20140110112530725

Patricia Vega

From: Jamie Jones [jamie.jones@dlt.com]
Sent: Monday, January 13, 2014 10:07 AM
To: Patricia Vega
Subject: RE: quote: 4338626
Attachments: DLT Quote (4338626) [Ref 950310].pdf; DLT Quote (4338626) [Ref 963968].pdf

Good Morning Patricia,

The quote I have sent is below GSA pricing. I was able to get a discount for the license, to save you money.

For line item #2, the subscription, it is prorated to merge into Joe's contract that expires June 11.

$1035.64 / 12 \text{ months} = \86.30

$\$86.30 \times 5 \text{ months (to get to June 11)} = \431.52

I have provided the quote as quoted and also one to match GSA pricing, which would provide a full year of subscription from purchase date.

Please let me know your plans and if you need anything else from me.

Thanks!

Jamie Jones | Sr. Sales Representative
Direct 703-708-9114 | Fax 866-708-6705

DLT SOLUTIONS®

Follow us on:   

From: Patricia Vega [mailto:VegaP@icnj.org]
Sent: Friday, January 10, 2014 12:13 PM
To: Jamie Jones
Subject: quote: 4338626

Greetings,

Please revise quote to reflect the GSA prices (attached).

Thank you!

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



**GSA
Federal
Acquisition
Service**

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Search: [all the words](#) [Go](#)

*S*earch Results Summary

Search Criteria: **qsa**

🕒 Contractor/Manufacturer matches

Source Description

84 TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE - The Local Preparedness Acquisition Act, signed June 26, 2008, authorizes state and local governments to purchase from GSA alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services.

Contractors

QSA GLOBAL, INC. [GS-07F-0280T]

Manufacturers

QSA GLOBAL, INC.

🕒 Keyword matches - The following may be possible matches for the keywords entered. A search was conducted on GSA Advantage to identify possible matches.

Source Description

70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract.

Products

Category Description

132 8 Purchase of New Equipment - SUBJECT TO COOPERATIVE PURCHASING - Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation

equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition I/O devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment and installation of telephone equipment. Included are: Boards, Cables, Desktop Computers, Digital Cameras, Display, Monitors, Drives/Storage Devices, Equipment for Physically Challenged, IT Support Equipment, Laptop/Portable/Notebook Computers, Large Scale/Mainframe Computers, Media Memory, Microcomputer Control Devices, Modems, Graphic Related Equipment, MP3 Devices, Networking, Optical Imaging Systems, Optical Recognition I/O Devices, Other Communications Equipment, Other I/O and Storage Devices, PDAs, Power Protect, Printers, Professional Workstations, Projectors, Scanners, Servers, Speakers, Video Cards, Web Cams, Airborne Radar Equipment, Broadcast Band Radio, Microwave Radio Equipment, Radio Navigation Equipment/Antennas, Radio Transmitters/Receivers, Airborne, Satellite Communications Equipment, Two-Way Radio, Telephone Equipment, Audio and Video Teleconferencing Equipment, Communications Security Equipment, Facsimile Equipment, Telephone Answering and Voice Messaging, Pagers and Public Address Systems and Misc. Communication Equipment

132 12 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING - Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment. SubSin categories include: • Repair Parts/Spare Parts • Repair Service • Third Party Maintenance

84 TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE - The Local Preparedness Acquisition Act, signed June 26, 2008, authorizes state and local governments to purchase from GSA alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services.

Law Enforcement and Security Equipment Supplies and Services

Category Description

426 4F Emergency Preparedness and First Responder Equipment, Training and Services - Includes but not limited to Continuance of

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

City Clerk File No. Res. 14.103

Agenda No. 10.Z.5

Approved: FEB 11 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

**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 for bids for **Engine 19 - Apparatus Floor Replacement, Project No. 2010-018** to the City of Jersey City for the Department of Public Works/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5) Bids**, the lowest responsible bid being that from **Adamo Brothers Construction Inc**, 1033 Alexander Avenue, Ridgfield, New Jersey 07657, in the total bid amount of **Two Hundred Seven Thousand and Twenty (\$207,020.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Two Hundred Seven Thousand and Twenty (\$207,020.00) Dollars**, is available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **Capital Account # 04-215-55-900-990**

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
04-215-55-900-990	112527	Capital Acct	\$207,020.00
04-215-55-900-990	112528	Contingency	\$41,404.00
		Total Encumb.	\$248,424.00

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

WHEREAS, if funds are not available for the contract in the 2014 permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Adamo Brothers Company Inc** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

City Clerk File No. Res. 14.103

Agenda No. 10.Z.5 FEB 11 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. 04-215-55-900-990

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
04-215-55-900-990	112527	Capital Acct	\$207,020.00
04-215-55-900-990	112528	Contingency	\$41,404.00
		Total Encumb.	\$248,424.00

Approved by Peter Folgado, PPS
for Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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 CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

Project Manager

Department/Division	DPW	Architecture, Engineering, Traffic and Transportation
Name/Title	Brian Weller	Director
Phone/email	201-547-5800	wellerb@icnj.org

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

There exists a need for Engine 19 Apparatus Floor Replacement. This was a public bid. Five (5) proposals were received.

- 1. Adamo Brothers = \$207,020.00
- 2. Z-Tech = \$229,100.00
- 3. Drill Construction = \$235,000.00
- 4. Fine Wall Corporation = \$238,500.00
- 5. Louis Gargiulo Co. = \$241,500.00

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Firehouse Capital Account
 04-215-55-900-990 (\$207,020.00)
 04-215-55-900-990 (\$41,404.00) Contingency Only (20%)

Type of award

If "Other Exception", enter type

Additional Information

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.


 Signature of Department Director


 Date



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : February 4, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Joseph D. Javier, R.A. 
Brian F. Weller, L.L.A., Director 

SUBJECT : Engine Co. #19 - Apparatus Floor Replacement
Project No. 2010-018

Attached for your consideration is the Resolution authorizing the award of a contract to Adame Brothers Construction Co. for the Engine Co. #19 - Apparatus Floor Replacement. The work consists of the following:

1. Removal and storage of existing gear cages, appliances and other equipment from the apparatus room into an on-site or off-site storage container; re-installation of same at project completion. (On-site storage container or off-site storage space to be provided by Contractor)
2. Demolition and reconstruction of existing concrete apparatus floor, including compaction of sub-base and installation of new floor drains and piping.
3. Demolition and reconstruction of existing concrete pavement along the alleyway, back of the building and front driveway apron as indicated on the drawings, including compaction of sub-base and installation of new storm drain piping and area drains.
4. Provision of proper bracing and shoring equipment as needed; and removal and legal disposal of construction debris.

If you need any additional information, please do not hesitate to call.

ab

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0164488

PO #

DEPT/DIV: DPW/Architecture, Engineering
Traffic & Transportation

SUBJ: Engine 19 - Apparatus Floor Replacement
Project No. 2010-018

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts		X			X	
EEO/AA Compliance		X				
BRC/Validation		X				
Certification Regarding Suspension/Debarment		X				
Legislative Fact Sheet/ Determination of Value		X				

Notes:

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

City Clerk File No. _____

Agenda No. _____

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

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 for bids for Engine 19 - Apparatus Floor Replacement, Project No. 2010-018 to the City of Jersey City for the Department of Public Works/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Five (5) Bids, the lowest responsible bid being that from Adamo Brothers Construction Inc, 1033 Alexander Avenue, Ridgefield, New Jersey 07657, in the total bid amount of Two Hundred Seven Thousand and Twenty (\$207,020.00) Dollars; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of Two Hundred Seven Thousand and Twenty (\$207,020.00) Dollars, is available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in Capital Account # 04-215-55-900-990

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
04-215-55-900-990	112527	Capital Acct	\$207,020.00
04-215-55-900-990	112528	Contingency	\$41,404.00
		Total Encumb.	\$248,424.00

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

WHEREAS, if funds are not available for the contract in the 2014 permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Adamo Brothers Company Inc be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

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

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. 04-215-55-900-990

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation			
Acct. No.	P.O. #		Amount
04-215-55-900-990	112527	Capital Acct	\$207,020.00
04-215-55-900-990	112528	Contingency	\$41,404.00
		Total Encumb.	\$248,424.00

Approved by Peter Folgado, PPS
for Peter Folgado, Director of Purchasing, QPA

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

2. Name and title of person initiating ordinance/resolution, etc.:

Michael Razzoli, Director of the Department of Public Works for the Division of Architecture, Engineering, Traffic and Transportation.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

There exists a need for Engine 19 Apparatus Floor Replacement.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.

5. Anticipated benefits to the community:

There exists a need for Engine 19 Apparatus Floor Replacement.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this contract is two hundred and forty eight thousand four hundred and twenty four dollars and zero cents (\$248,424.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP.

9. Person responsible for coordinating proposed program, project, etc.:

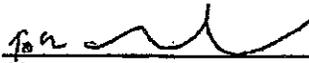
Brian Weller, Director, Division of Architecture, Engineering, Traffic and Transportation, Department of Public Works.

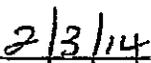
10. Additional comments:

Resolution proposed at the recommendation of the Director of of Architecture, Engineering, Traffic and Transportation.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director

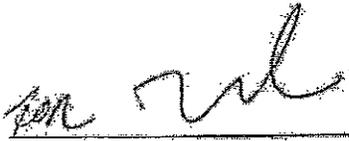

Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ADAMO BROTHERS CONSTRUCTION INC FOR ENGINE 19 - APPARATUS FLOOR REPLACEMENT, PROJECT NO. 2010-018 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION.
3. The total funds requested for this contract is \$248,424.00.
4. The funds are available in Firehouse Capital Account No. 04-215-55-900-990.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 2/03/14.



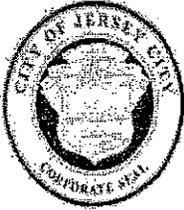
Michael E. Razzoli
Director of Department of Public Works

TOTAL BASE BID PRICE:

Item No. 1: The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the Drawings for the Lump Sum Price of:

Two hundred & seven thousand and twenty dollars - ⁰⁰/₁₀₀
(In Writing)

\$ 207,020.00
(In Figures)



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
 P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
 DIRECTOR

MEMORANDUM

Date: January 27, 2014

To: Peter Folgado, Purchasing Director

From: Michael Razzoli, DPW Director

Subject: Recommendation Letter (Engine Company 19 -- Apparatus Floor Replacement)

Please be advised, after a careful and thorough review of bids received for (Adamo Brothers Construction) on January 7, 2014, I recommend that the contract be awarded to:

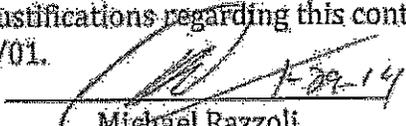
ADAMO BROS. CONSTRUCTION
1033 ALEXANDER AVENUE
RIDGEFIELD, NJ 07657

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the February 11th Council meeting.

Total Contract Amount = \$248,424.00

REQ #	ACCOUNT NUMBER	AMOUNT
0164488	04-215-55-900-990 (Capital Account)	\$207,020.00
0164489	04-215-55-900-990 (Capital Account)	\$41,404.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.


 Michael Razzoli

- Raquel Tosado, Contracts Manager
- James Madden, DPW Deputy Director
- Brian Weller, Director of Architecture, Engineering and Traffic
- Bhavini Doshi, Confidential Aide, DPW Director's Office

Zakia Gregory, DPW Fiscal Office
Audrey Beckham, Architecture, Engineering and Traffic
Paola Campbell, Purchasing Division
Yesenia Rivera, Director's Office

MR/sb



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
 P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
 DIRECTOR

MEMORANDUM

DATE : January 24, 2014

TO : Michael Razzoli, Director, Department of Public Works

FROM : Joseph D. Javier, R.A., Architect *JDJ*
 Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : Engine Co. #19 - Apparatus Floor Replacement
 Project No. 2010-018

The bid results listed below are from the bid reception held on January 7, 2014 at 11:00 AM at the Division of Purchasing Office for the above-referenced project.

Adamo Brothers Construction Co.	\$207,020.00
Z-Tech Contracting LLC	\$229,100.00
Drill Construction Co.	\$235,000.00
Fine Wall Corporation	\$238,500.00
Louis Gargiulo Co.	\$241,500.00

The project is funded by the following:

Capital Buildings Improvements	\$207,020.00	
Capital Buildings Improvements	\$ 41,404.00	(20% Contingency)
	\$248,424.00	

Division of Architecture formally requests that we make a recommendation to award this important project to Adamo Brothers Construction Co.

Thank you.

Attachments:

ab

c: James M. Madden, Deputy Director, DPW
 Bhavini Deshi, DPW
 Yesenia Rivera, DPW



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : January 24, 2014

TO : Peter Folgado, Director, Division of Purchasing

FROM : Joseph D. Jayler, R.A., Architect 
Brian F. Weller, L.L.A., Director

SUBJECT : Engine Co. #19 - Apparatus Floor Replacement
Project No. 2010-018

This office has reviewed the bids received in this regard and recommend that this project be awarded to the lowest bidder, Adamo Brothers Construction Co.

Please have the money encumbered as follows:

<u>Purchase Requisition/P.O. #</u>	<u>Account #</u>	<u>Amount</u>
R0164488	04-215-55-900-990 (Capital)	\$207,020.00
R0164489 (Con)	04-215-55-900-990 (Capital)	\$ 41,404.00
	Total Encumbrancy.....	\$248,424.00

Kindly process the foregoing so as to make the February 11, 2014 Council Meeting. Thank you.

ab
Enclosures

Silendra Baijnauth

From: Paola Campbell
Sent: Tuesday, January 07, 2014 4:35 PM
To: Peter Folgado; Michael Razzoli; Brian Weller
Cc: Raquel Tosado; Silendra Baijnauth
Subject: Bid results for Engine Company # 19

Engine Company # 19 – Apparatus Floor Replacement
Project No. 2010-018

5 Bidders

Adamo Brothers Construction Co	\$207,020.00
Z-Tech Contracting LLC	\$229,100.00
Drill Construction Co, Inc	\$235,000.00
Fine Wall Corporation	\$238,500.00
Louis Gargiulo Company Inc	\$241,500.00

Scanned Copies will be emailed tomorrow

Thank you

Paola A Campbell
Purchasing Assistant
Div. of Purchasing
1 Journal Square Plaza 2nd Fl
Jersey City, NJ 07306
campbellP@jcnj.org
(T) 201.547.5930
(F) 201.547.6585

CONSTRUCTION COMPANY	BID PRICE	CONTACT #	PROJECT	PROJECT NO.
ADAMO BROTHERS CONSTRUCTION CO	\$207,020	201-645-0064	ENGINEER: HIG/APPARATUS APPARATUS/FLOOR REPLEVEMENT	2010-018
Z TECH CONTRACTING LLC	\$229,100	862-362-5896		
DRILL CONSTRUCTION CO	\$235,000	973-736-3776		
FINE WALL CORPORATION	\$238,500	732-283-8210		
LOUIS GARGIULO COMPANY	\$241,500	201-432-4500		

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

112527

Requisition #

0164488

Requisition

Vendor

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	ENGINE CO. #19	04-215-55-900-990	.00	.00

ENGINE CO. #19 - APPARATUS FLOOR REPLACEMENT

PROJECT NO. 2010-015

FOR PUBLIC BIDDING

COPY

Requisition Total .00

Req. Date: 12/10/2013.

Requested By: AUDREY

Approved By: 

Buyer Id:

This Is Not A Purchase Order

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #
0164489

Assigned PO #
112528

Requisition

Vendor

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07306

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07306

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	ENGINE CO. #19	04-215-55-900-990	.00	.00

ENGINE CO. #19 - APPARATUS FLOOR REPLACEMENT

PROJECT NO. 2010-018

FOR CONTINGENCY PURPOSES ONLY

Requisition Total .00

Req. Date: 12/10/2013
Requested By: AUDREY
Buyer tel:

Approved By: 
COPY

This Is Not A Purchase Order

BID PROPOSAL

Adamo Brothers Construction Co
1033 Alexander Avenue
Ridgefield, NJ 07657
Attn: Phil Chiellini
T. 201-945-0064 F. 201-945-0818
E-mail: phil @AdamoBrosConstruction.com

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE
Date January 7, 2014
Project No. 2010-018

DO NOT REMOVE THESE BID PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITH BID PACKAGE.

Proposal of Adamo Brothers Construction (hereinafter called "Bidder" organized and existing under the laws of the State of New Jersey doing business as Corporation *)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

ENGINE COMPANY NO. 19 - APPARATUS FLOOR REPLACEMENT

JERSEY CITY, N.J. 07305

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time," that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following addendum: (if applicable)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

*Insert "a corporation, "a partnership", or "an individual" as applicable.

TOTAL BASE BID PRICE:

Item No. 1: The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the Drawings for the Lump Sum Price of:

Two hundred and seven thousand and twenty dollars - 00/100
(In Writing)

\$ 207,020.00
(In Figures)

It is understood and agreed that the total price stated by the undersigned in the "Schedule of Prices" is based on estimated quantities and will only control in the awarding of the contract. It is further understood that the quantities stated in the "Schedule of Prices" for the items are estimated only and may be increased or decreased as provided in the specifications.

Attached herewith is a (cashier's check) (certified check) (Check one) (bid bond)

in the amount of \$ 10.7% of bid amount 207,020.00 representing 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceed \$100,000, the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

2% Cash from each payment
2% of Contract amount deposited as approved negotiable securities

The undersigned is (an individual) (a corporation) (a partnership) under the laws

of the State of New Jersey having offices

at 1233 Alexander Ave Ridgelyield N.J. 07657

Signed [Signature]

Name Alfred Adams

Title (Pres.)

Company Adams Brothers Construction Inc

Address 1233 Alexander Ave

Ridgelyield N.J. 07657

Phone (201) 945-0064
Fax (201) 945-8190

(Seal if Bid is by a Corporation)

1. CERTIFICATE OF EXPERIENCE

I Alfred Adams hereby certifies that Adams Brothers Constr. has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
		See	Attached	



 Witness

Adams Brothers Construction Inc
 Name of Bidder


 By
Alfred Adams

 Title
(Pres)

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

PROJECT TITLE: ENGINE CO. #19 - APPARATUS FLOOR REPLACEMENT

4. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON)

I, Alfred Adamo of the City of Wyckoff, in the County of Bergen and the State of New Jersey, of full age, being duly sworn according to law, upon my oath depose and say that:

I am President of the firm of Adamo Brothers Const the bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Adamo Brothers Construction
(Name of Contractor)

(Also type or print name of affiant under signature) Alfred Adamo

ATTEST

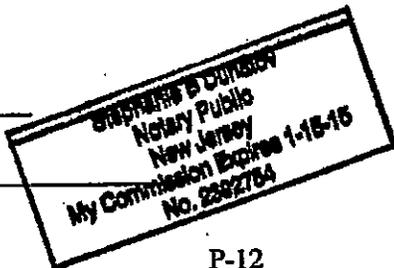
[Signature]
Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me
this 7 day of Jan, 2014

[Signature]
NOTARY PUBLIC

My commission expires on: _____



CITY OF JERSEY CITY

COUNTY OF HUDSON

STATE OF NEW JERSEY

5. CORPORATION OR PARTNERSHIP STATEMENT

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School Districts contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

Date: 1/2 2014

Legal Name of Bidder: Adamo Brothers Construction

Incorporated Partnership

Business Address:
Street 1033 Alexander Ave
City Ridgefield
State & Zip Code NJ 07657
Telephone 201 945 0064

Listed below are the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

Name: Alfred Adamo Address: 189 Fox Hollow Rd Wyckoff NJ 07481

Name: John Adamo Address: 233 Durie Ave Closter NJ 07624

Name: _____ Address: _____

Name: _____ Address: _____

We have no one person who owns ten (10) percent or more of the corporation or partnership.

Signed: [Signature]

Title: Pres.

If extra space is required, add sheets as necessary.

Certificate Number
678234



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance Public Works Contractor Registration Act

Pursuant to N.J.S.A. 24:11-56.4b, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Peter Conatos, President

Wincor Mechanical
2012

Harold J. Matins

Harold J. Matins, Commissioner
Department of Labor and Workforce Development

Registration Date: 04/01/2012
Expiration Date: 03/31/2014

4/14/2010

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Department of Labor and Workforce Development.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

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

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 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Alfred Adams
Representative's Signature: [Signature]
Name of Company: Adams Brothers Cos Tel. No.: 2019450064 Date: 11/7/14

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

The contractor and the OWNER of Adamo Brothers Construction (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: Alfred Adamo, Pres
Representative's Signature: _____
Name of Company: Adamo Brothers Cons
Tel. No.: 203 945 0064 Date: 1/7/14

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 : Adamo Brothers Construction Inc.
Address : 1033 Alexander Ave. Ridgefield Nj 07657
Telephone No. : 201 945 0064
Contact Name: Alfred Adamo

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 EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION 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 : Adamo Brothers Construction
Address : 1033 Alexander Ave Ridgefield Nj 07657
Telephone No. : 201 945 0064
Contact Name: Alfred Adamo

Please check applicable category :

- Minority Owned Business (MBE)
- Woman Owned business (WBE)
- Minority & Woman Owned Business (MWBE)
- 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

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Engine Co #19 Apparatus for replace. 2010-018
 Contractor: Adams Brothers Constr. Bid Amt. \$ 207,020.00

Please list what portions of the work, if any you intend to subcontract, the approximate value of the same, and whether you anticipate subcontracting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Windsor Mechanical - Plumbing	\$5,000			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Engine cost 19 Apparatus flow replace. # 2010-018

Contractor: Adamo Brothers Construction-Bid Amt. \$ 207,020.00

Please list what portions of the work, if any you intend to subcontract, the approximate value of the same, and whether you anticipate subcontracting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Windsor Mechanical				
- plumbing	\$ 5,000			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Exhibit C-19 Apparatus for replacement

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Plumbing	Windsor Mechanical 46 Rembrandt Way E. Windsor, Nj 08510	\$5,000			✓

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

N/A

Name of Contractor Adamo Brothers Construction Inc.

By: Signature [Signature]

Type or print name/title: Alfred Adamo, Pres.

Telephone No: 201945 0064 Date 1/7/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project Engine C#19 Apparatus Floor Replacement

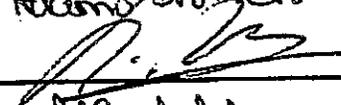
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
Plumbing	Windsor Mochen 46 Pembrent way E Windsor, NJ 08520	\$5,000.00			✓

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

N/A

Name of Contractor Adamo Brothers Construction Inc.

By: Signature 

Type or print name/title: Alfred Adamo, Pres.

Telephone No: 201 945 0064 Date: 11/7/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY



CITY OF
JERSEY CITY
 DIVISION OF PURCHASING

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Alfred Adamo of the firm of Adamo Brothers Construction
 the Contractor who submitted the lowest responsible bid for the project known as
Engine Company #19 Apparatus Flow Replacement
 I executed the Proposal submitted to the City of Jersey City with the full authority to do
 so. As of the date of execution of this Certification on this 6th day of January
 2014 the firm of Adamo Brothers Constr. has not been suspended or debarred
 from submitting bid proposals by the United States of America, its departments,
 divisions, and agencies or the State of New Jersey, its departments, divisions, and
 agencies.

I certify that the foregoing statements are true. I am aware that if any of the
 foregoing statements by me are willfully false, I am subject to punishment.

Adamo Brothers Construction
 (Name of Contractor)

Signed By: [Signature]

Dated: 1/6/14

Title: (Pres.)

Stephanie B Dunatov
 Notary Public
 New Jersey
 My Commission Expires 1-15-18
 This 13 NY 23027620 2014

Sworn and subscribed to before me
[Signature]

***Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00**

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive a notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereon affixed and these presents to be signed by their proper officers, the day and year first set forth above.

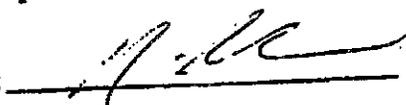
ATTEST:



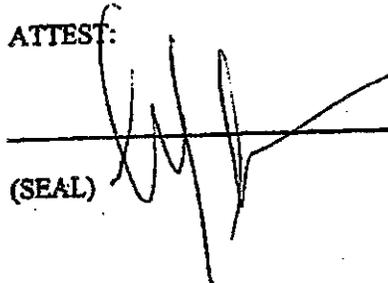
(SEAL)

Adamo Brothers Construction, Inc.

Principal

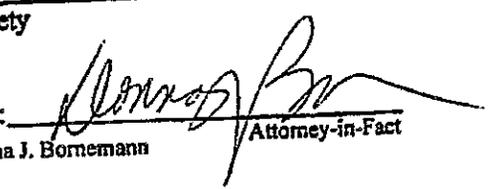
BY: 

ATTEST:



(SEAL)

Liberty Mutual Insurance Company
Surety

BY: 

Donna J. Bornemann

Attorney-in-Fact



LIBERTY BOND SERVICES

1211 Avenue of the Americas
Suite 3006
New York, NY 10036
(212) 221-0199
(800) 866-9264
Fax: (212) 221-5608

CONSENT OF SURETY

We, the undersigned Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts authorized and duly qualified to transact business in the State of New Jersey hereby agrees that if

Adamo Brothers Construction, Inc.

is the successful Bidder for

Engine Company # 9 apparatus floor replacement

It as surety, will provide the Bidder with a bond in such sum as is required in the advertisement or in the specifications.

Signed, sealed and dated this 2nd day of January, 2014.

Liberty Mutual Insurance Company

By

Attorney-in-Fact

Donna J. Bornemann



LM INSURANCE CORPORATION
FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits	\$ 3,406,594	Unearned Premiums	\$ 11,396,048
*Bonds — U.S Government	59,708,968	Reserve for Claims and Claims Expense	46,223,360
*Other Bonds	96,080,221	Funds Held Under Reinsurance Treaties	0
*Stocks	0	Reserve for Dividends to Policyholders	6,654
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	10,835,323	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	1,335,215	Other Liabilities	<u>7,746,931</u>
Other Admitted Assets	<u>4,081,661</u>	Total	\$65,372,993
Total Admitted Assets	<u>\$175,447,982</u>	Special Surplus Funds	\$ 1,638,541
		Capital Stock	3,600,000
		Paid in Surplus	106,897,997
		Unassigned Surplus	(2,061,549)
		Surplus to Policyholders	<u>110,074,989</u>
		Total Liabilities and Surplus	<u>\$175,447,982</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from LM Insurance Corporation's financial statement filed with the state of Illinois Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of LM Insurance Corporation, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T. Mikolajewski

 Assistant Secretary



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$14,510,466,662.00 as of the calendar year ended December 31, 2012, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9306, with an underwriting limitation established therein on July 2, 2012 in the amount of \$1,042,363,000.00.

4) The amount of the bond to which this statement and certification is attached is \$ bid not to exceed Ten percent of the amount \$20,000.00
5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Content: (Not Applicable) and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a stock insurance company domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: [Signature]
David M. Carey, Assistant Secretary

Dated: January 2, 2014

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

MSB-ATCC, LLC, D.C. # 1012



BY: David M. Carey, Assistant Secretary

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Companies the 20th day of January, 2012. David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Fearless Insurance Company, in full force and effect and has not been revoked.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that a copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

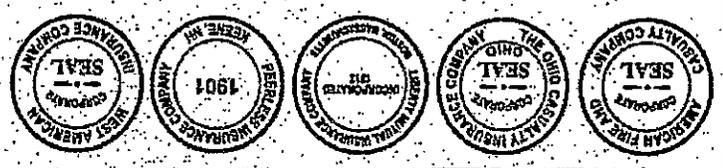
Articles of Incorporation - Section 12. Power of Attorney: Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signatures and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written. On this 20th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, West American Insurance Company and Fearless Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.



BY: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON COUNTY OF KING



BY: Gregory W. Davenport, Assistant Secretary

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Fearless Insurance Company
West American Insurance Company

IN WITNESS WHEREOF, the Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2012. each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Fearless Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, CHARLES J. CAVAPRI, DONNA J. BORNEMANN, JAMES V. GARDELLA, MELINDA L. FAVOSTELLA, PAUL BATHALE

POWER OF ATTORNEY

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Fearless Insurance Company
West American Insurance Company

Certificate No. _____

5495376

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: MAY 1, 2013

NAIC COMPANY CODE: 23043

THIS IS TO CERTIFY THAT THE LIBERTY MUTUAL INSURANCE COMPANY OF BOSTON, MASSACHUSETTS, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2014, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 10 - AIRCRAFT PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 14 - CREDIT
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 21 - RADIOACTIVE CONTAMINATION
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE
- 26 - ACCIDENT AND HEALTH



KENNETH E. KOBYLOWSKI

COMMISSIONER

Certificate Number
616430

Registration Date: 07/17/2013
Expiration Date: 07/16/2016



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Alfred Adamo, President
John Adamo, Vice-President

Adamo Brothers Construction, Inc.
2013

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ADAMO BROTHERS CONSTRUCTION, INC.

Trade Name:

Address: 1033 ALEXANDER AVE
RIDGEFIELD, NJ 07657-1501

Certificate Number: 0612212

Effective Date: August 19, 1993

Date of Issuance: September 23, 2013

For Office Use Only:

20130923094749354

CA-20

11/03/2012

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

Adams Brothers Construction
Alfred Adams
1033 Alexander Ave
Ridgefield NJ 07657-1501

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor.



11/03/2012 TO 12/31/2013
VALID

13VH00015800
LICENSE/REGISTRATION CERTIFICATION #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Division of Consumer Affairs
P.O. Box 46018
Newark, NJ 07102

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE

Adams Brothers Construction

EXPIRATION DATE 2013

YOUR LICENSE/REGISTRATION CERTIFICATE NUMBER IS 13VH00015800. PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

Division of Consumer Affairs
P.O. Box 46018
Newark, NJ 07102

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE
DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE.

HOME
BUSINESS

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Equipment list

All equipment owned and maintained by
Adamo Brothers Construction, Inc.,
1033 Alexander Ave., Ridgefield, NJ 07657

Equipment	Condition	years
2004 John Deere Backhoe	Good	5
2001 10 yd. dump truck	Good	8
2001 Komatsu Excavator	Excellent	8
1998 GMC Dump Truck 8 Yard	Good	10
Ingersoll Rand Air Compressor	Good	6
John Deere 35D mini excavator	New	1
1998 International Tri-Axle Dump	Good	2
2005 John Deere 325 Skid Steer	Excellent	4
2006 Keiser 210 Air Compressor	Excellent	3
1994 Mac 8 Yard Dump	Good	15
1990 Builing 2.5 Ton Roller	Good	19
2006 F350 Diesel Pick Up	Excellent	3
1999 Dodge 3500 Pick Up	Good	10
1984 Brockway Husky Tractor	Good	25
1980 25 Ton Roger Low-Boy Trailer	Good	29
1984 Eager Beaver 20 Ton Tag Along	Good	25
1997 Ford F350 Mason Dump	Good	12
1994 F450 Super Duty Mason Dump	Good	15

CONTRACTS ON HAND/COMPLETED

Owner	Location	Contract Amount	Amount Completed	Estimated Date of Completion
Cusack Healing Garden	Jersey City, NJ	65,000.00	65,000.00	May-13
Fairview Firehouses Walker Silt Ignifuge	Fairview, NJ	245,500.00	245,500.00	May-13
Shadow Lake Dam	Franklin Lakes, NJ	277,500.00	250,000.00	Jun-13
Perry Chevrolet/Kennedy Tire Warehouse/Site 1	Jersey City, NJ	280,000.00	280,000.00	Nov-12
Louis Gargiulo St. Elizabeth Church	Ridgewood NJ	60,000.00	60,000.00	Nov-12
Jersey City child day cr. Playground	Jersey City, NJ	142,500.00	142,500.00	Sep-12
Ridgewood Flood Damage	Ridgewood NJ	275,000.00	275,000.00	Aug-12
Berkely Elem School Egress Stair repair	Wentwood, NJ	148,200.00	148,200.00	Sep-12
Waterfront Walkway Harrison	Harrison, NJ	159,000.00	33,200.00	Aug-11
Palisades Park Firehouse	Palisades Park, NJ	111,000.00	169,000.00	Aug-11
Effi Alier	West New York, NJ	600,000.00	500,000.00	Sep-11
Churchyard Gardens	Weehawken, NJ	140,000.00	140,000.00	Aug-11
Englewood Hospital Ongoing Maintenance	Englewood, New Jersey	25,000.00/month	25,000.00	Sep-11
Perry Chevrolet/Warehouse Design	Edmwood Park, NJ	250,000.00	1,500,000.00	Nov-10
U.S.P.O.	Jersey City, NJ	274,439.00	274,439.00	Jan-11
Bergeline Plaza of the Arts	Union City, NJ	153,600.00	153,600.00	Nov-10
WNYHA Bathrooms	West New York, NJ	117,770.00	117,770.00	Jun-10
Veteran's Park	Ramsey, NJ	234,344.00	234,344.00	Jun-10
Upper Saddle River Police Station	Upper Saddle River	68,800.00	68,800.00	Dec-09
Bergen County Utilities Authority	BCUA Little Ferry, NJ	143,180.00	143,180.00	Jun-09
Lafayette Pools	Jersey City, NJ	52,000.00	52,000.00	Jan-09
Borough of Demarest	Wakelae Drive, Demarest, NJ	2,000,000.00	2,000,000.00	Jul-09
Wellmont Theater	Montclair, NJ	297,000.00	297,000.00	Sep-09
West New York Housing Authority	West New York, NJ	30,000.00	30,000.00	Aug-09
The Plaza at Fort Lee	1500 Palisade Ave., Fort Lee, NJ	125,000	125,000	Aug-09
Commercial Development	622-625 Valley Road, Montclair, NJ	425,000	425,000	Oct-09
Anthony Ivarone	128 Sixth St. Creskill, NJ	200,000.00	200,000.00	Dec-08
West New York Sidewalk Maintenance	Town of West New York	118,580.00	118,580.00	Nov-08
Security Palmetto Wall Bergen Reg Mtdl Ctr	Bergen Regional Medical Center	20,000.00	20,000.00	Dec-08
Borough of Ridgfield Sidewalk Maintenance	Town of Ridgfield	253,010.00	253,010.00	Sep-08
Lyndhurst Town Hall Park	Lyndhurst Town Hall Park	300,000.00	300,000.00	Apr-07
McDonald's Restaurant	Englewood, New Jersey	1,000,000.00	1,000,000.00	Jun-07
Foreman Mills	North Bergen, NJ	2,500,000.00	2,500,000.00	May-03
Better Homes Plastics	Palisades Park, NJ			

Contact:
 Gargiulo Co Peter Gargiulo 201-432-4800
 RSA PA Glenn Peilat 201-567-5005
 FPA Engineers Chira Marx 732-312-8857
 Perry Chevrolet 201-891-8384
 Peter Gargiulo 201-432-4800
 Helena Rumen 201658-5571
 Jovan Melandzic 201-870-6500
 Mike Blen 201-644-0505
 Town of Harrison-Rocco 973-288-2446
 Perry Chevrolet 201-891-8384
 Gaw Development, Effi 201-343-9080
 RSC Architects Slava 201-917-2737
 Harry Hahn 201-894-3000
 Perry Chevrolet 201-891-8384
 All American Jeff Rosenthal 201-968-1000
 Maser Consulting Ralph Tango 973-388-3110
 CPA Architects Christiano 201-868-0701
 Harold Reed 201-825-3040 ext 280
 AIA Architects Ralph Justo 201-641-0800
 Neglia Engineering Joe Cifical 201-839-8605
 APS Architects Kathie 973-754-0777
 Borough of Demarest Susan 201-788-0167
 MNR Clat Andy Feltz 973-227-2008
 WNY Housing Auth 201-868-6100
 The Plaza Kevin Barry 201-947-3331
 MNR Clat Andy Feltz 973-227-2008
 Anthony 201-888-6152
 Town of West New York 201-954-7363
 RSC Architects Slava 201-917-2737
 DPW Ridgfield Nick 201-945-5318
 Township of Lyndhurst 201-804-2480
 All American Jeff Rosenthal 201-968-1000
 All American Jeff Rosenthal 201-968-1000
 Howie Haboush 201-692-0824

Adamo Brothers Construction, Inc.
1033 Alexander Ave.
Ridgefield, New Jersey 07657
tel. 201-945-0064 / fax 201-945-0818

Adamo Brothers Construction has been in business for over 50 years. It was established by Anthony Adamo as a mason contractor in 1957. As of 1987 it has been managed by his sons Al and John Adamo and has expanded into general contracting, mason, demolition, and site contracting. The company is now geared and capable of taking on larger projects, public and private, and it has been doing so successfully for several years. Our dedication and determination in bringing our projects to completion in a timely fashion and producing quality work is what this company is built on. We don't sacrifice quality by taking on more than we can handle. Adamo Brothers handles the masonry, macadam, demolition, site maintenance, and drainage within the company. Our list of projects consists of smaller family homes to larger commercial projects. Adamo Brothers is family owned and operated, and our staff of project managers, estimators, operators, and laborers has been with us for over 20 years.

Financial Statements

Adamo Brothers Construction, Inc.

June 30th, 2013

Adamo Brothers Construction, Inc.
Balance Sheet
June 30th, 2013

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	98,630
Contracts receivable - (Note 2)		190,000
Real estate investment loan		242,500
Building supplies on hand - (at cost)		129,612
Maketable Securities - (Note 5)		<u>86,008</u>

TOTAL CURRENT ASSETS \$ 746,748

PROPERTY, PLANT AND EQUIPMENT, NET \$ 89,889

TOTAL ASSETS \$ 836,637

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES

Accounts payable	\$	5,612
Accrued corporate income taxes		<u>5,008</u>

TOTAL CURRENT LIABILITIES \$ 10,618

LONG-TERM LIABILITIES \$ 0

TOTAL LONG-TERM LIABILITIES \$ 0

STOCKHOLDER'S EQUITY

Common stock, 100 shares, no par		1,000
Retained earnings		<u>825,019</u>

TOTAL STOCKHOLDER'S EQUITY \$ 826,019

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY \$ 836,637

See Accountant's review report
The accompanying notes are an integral part of this financial statement.

Adamo Brothers Construction, Inc.
Income Statement
7/1/2012 to 6/30/2013

GROSS REVENUE	\$	1,246,369
DIVIDEND INCOME		4,394
TOTAL INCOME	\$	1,250,763
 DIRECT CONSTRUCTION COSTS		
Materials, supplies, sub-contractors	\$	557,181
Payroll & fringe		261,628
Permits, bid fee's & bonding		7,846
TOTAL DIRECT CONSTRUCTION COSTS	\$	826,655
 INDIRECT CONSTRUCTION COSTS		
Advertising	\$	6,275
Auto & truck expense		65,844
Bank service charges		688
Depreciation expense		3,510
Leased equipment		9,843
Insurance		105,943
Legal & professional fee's		17,940
Office expense		8,794
Rent expense		93,600
Tools, supplies, etc		15,412
Payroll taxes, accrued payroll taxes, road tax, etc.		49,718
Telephone		21,910
Utilities		2,098
TOTAL INDIRECT CONSTRUCTION COSTS	\$	401,575
TOTAL COSTS	\$	1,228,230
GROSS PROFIT	\$	22,533
Less: Provision for income taxes	\$	5,006
NET INCOME	\$	17,527

See Accountant's review report
The accompanying notes are an integral part of this financial statement.

Adamo Brothers Construction, Inc.
Statement of Cash Flows
June 30, 2013

Cash flows from operating activities:

NET INCOME	\$	17,527
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ADJUSTMENTS TO RECONCILE NET INCOME TO
NET CASH PROVIDED BY OPERATING ACTIVITIES:

- DEPRECIATION EXPENSE	\$	3,510
- INCREASE IN CONTRACTS RECEIVABLE		-140,000
- DECREASE IN ACCOUNTS & TAXES PAYABLE		-11,048
- DECREASE IN SUPPLIES ON HAND		1,000
- INCREASE IN REAL ESTATE INVESTMENT LOAN		-92,500
- MISC ADJUSTMENT		-1,735

Net cash provided by operating activities	\$	-240,773
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Net cash flows from investing activities:

- REDEMPTION OF MARKETABLE SECURITIES	\$	79,000
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Net cash provided from investing activities	\$	79,000
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Net decrease in cash		-144,246
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Cash at beginning of period		242,878
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Cash at end of period	\$	98,630
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See Accountant's review report
The accompanying notes are an integral part of this financial statement.

Adamo Brothers Construction, Inc.
Statement of Retained Earnings
June 30, 2013

Retained Earnings - Beginning (7/1/2012)	\$	807,492
Net income - (7/1/2012 - 6/30/2013)	\$	17,527
Retained Earnings - Ending (6/30/2013)	\$	825,019

See Accountant's review report
The accompanying notes are an integral part of this financial statement.

John W. Rehonic III
Certified Public Accountant
Financial Advisor

MEMBER: AICPA
NJSSCPA

AREA CODE 201
864-1260
864-1853
864-2279 FAX

1010 Summit Avenue
Union City, New Jersey 07087

ACCOUNTANT'S REVIEW REPORT

December 18, 2013

Adamo Brothers Construction, Inc
Ridgefield, NJ

I have reviewed the accompanying balance sheet of Adamo Brothers Construction Inc. as of June 30th, 2013, and the related statements of income, retained earnings, and cash flows for the year then ended. A review includes primarily applying analytical procedures to the owner's financial data and making inquiries of company owners. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.



John W Rehonic III, CPA

Securities offered through TFS Securities, Inc., Member FINRA, SIPC.
A Full-Service Broker Dealer located at
437 Newman Springs Road, Lincoln, NJ 07738
(732) 758-9300. Investment Advisory Services offered through
Innovative Market Trends, a service of TFS Securities, Inc.

ADAMO BROTHERS CONSTRUCTION, INC
NOTES TO FINANCIAL STATEMENTS
JUNE 30TH, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Adamo Brothers Construction, Inc. was formed on July 1st, 1993. The Company is engaged in the general construction industry in the New Jersey area. Their primary business is commercial and residential new construction and renovations, normally completed in one year.

Cash Flows

The Company considers all highly liquid securities purchased with maturities of less than three months to be cash equivalents.

Property, Plant & Equipment

Property, plant and equipment is stated at cost and is depreciated on a straight-line basis over the estimated useful service lives of the related assets. When assets are sold, the assets and related allowances for depreciation are eliminated from the accounts and any resulting gain or loss is reflected in income.

As of the balance sheet date, the estimated useful lives are as follows:

	<u>Estimated Useful Life</u>
Furniture & office equipment	5 years
Construction equipment	7 years
Vehicles	5 years

Disclosure of Fair Value Financial Statements

The carrying amount reported in the balance sheet for cash, contracts receivable, accounts payable and accrued expenses approximates fair

See accompanying accountants report

ADAMO BROTHERS CONSTRUCTION, INC
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

value because of the immediate short-term maturity of these financial instruments.

Accounting Basis for Recording Income

The financial statements were prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

The Company reports profits on its construction contracts under the percentage of completion method. Under this reporting method, the Company recognizes as profit the proportion of the total profit anticipated from each contract which the cost of the work bears to the Company's estimate of the total cost of the contract

Contract costs include all direct costs attributable to a particular job such as subcontracting, materials, labor costs and bonding costs. In addition, contract costs also include all indirect costs related to contract performance, such as insurance, equipment depreciation, maintenance and rental charges. All other operating costs are charged to expenses incurred.

Provision for estimated losses on uncompleted contracts are made in the year in which such losses are determined. Changes in job performance, job conditions, , and estimated profitability, including those arising from contract penalty provisions and final contract settlements may result in revisions to cost and income and are recognized in the period in which the revisions are determined.

See accompanying accountant's report

ADAMO BROTHERS CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Company recognizes income from long-term construction contracts on the accrual basis of accounting and the percentage-of-completion (POC) method for financial reporting purposes and on the cash basis and the completed contract method for tax reporting purposes.

The company has elected to be taxed as a C corporation on its Federal and New Jersey Corporation Tax Returns.

In addition, the Company utilizes accelerated methods of depreciation for tax purposes versus the straight-line method for financial reporting purposes

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

See accompanying accountant's report

ADAMO BROTHERS CONSTRUCTION, INC
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 2: REVENUES AND COST OF REVENUES

	Revenues Earned	Cost of Revenues	Gross Profit
Completed Jobs	\$ 1,246,369	\$ 1,228,230	\$ 18,139
Dividend Income	<u>\$ 4,394</u>	<u>\$</u>	<u>\$ 4,394</u>
Totals	\$ 1,250,763	\$ 1,228,230	\$ 22,533

NOTE 3: ACCRUED EXPENES

As of 6/30/2013, all expenses were paid.

NOTE 4: PROPERTY, PLANT & EQUIPMENT

Property, Plant & Equipment consists of the following:

Construction equipment	\$ 205,687
Less: Accumulated depreciation	115,798
Property, Plant & Equipment, net	\$ 89,889

See accompanying accountant's report

ADAMO BROTHERS CONSTRUCTION, INC
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 5: MARKETABLE SECURITIES

The balance sheet caption represents investments in various Franklin Templeton Mutual Funds. As of 6/30/13, the market value of all accounts was \$ 86,006.

- A Check if:**
1a Consolidated return (attach Form 951)
b S corporation consolidated return
2 Personal holding co. (attach Sch. P)
3 Personal service corp. (see instructions)
4 Schedule M-3 attached

NAME
ADAMO BROTHERS CONSTRUCTION INC

TYPE OR PRINT

Number, street, and room or suite no. If a P.O. box, see instructions. City or town, state, and ZIP code
**1010 SUMMIT AVE
UNION CITY NJ 07087**

B Employer identification number
22-3243445

C Date incorporated
07/01/1993

D Total assets (see instructions)
\$ 652,539

E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

1a Gross receipts or sales		1a	1,246,369
b Returns and allowances		1b	
c Balance. Subtract line 1b from line 1a		1c	1,246,369
2 Cost of goods sold (attach Form 1125-A)		2	477,673
3 Gross profit. Subtract line 2 from line 1c		3	768,696
4 Dividends (Schedule C, line 19)		4	
5 Interest		5	4,394
6 Gross rents		6	
7 Gross royalties		7	
8 Capital gain net income (attach Schedule D (Form 1120))		8	
9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)		9	
10 Other income (see instructions—attach statement)		10	
11 Total income. Add lines 3 through 10		11	773,090
12 Compensation of officers (see instructions—attach Form 1125-E)		12	133,600
13 Salaries and wages (less employment credits)		13	128,028
14 Repairs and maintenance		14	
15 Bad debts		15	
16 Rents		16	93,600
17 Taxes and licenses		17	49,718
18 Interest		18	
19 Charitable contributions		19	
20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		20	
21 Depletion		21	
22 Advertising		22	6,275
23 Pension, profit-sharing, etc., plans		23	
24 Employee benefit programs		24	
25 Domestic production activities deduction (attach Form 8903)		25	
26 Other deductions (attach statement)	See Stmt 1	26	335,826
27 Total deductions. Add lines 12 through 26		27	747,047
28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		28	26,043
29a Net operating loss deduction (see instructions)	29a	29a	
b Special deductions (Schedule C, line 20)	29b	29b	
c Add lines 29a and 29b		29c	
30 Taxable income. Subtract line 29c from line 28 (see instructions)		30	26,043
31 Total tax (Schedule J, Part I, line 11)		31	3,906
32 Total payments and refundable credits (Schedule J, Part II, line 21)		32	
33 Estimated tax penalty (see instructions). Check if Form 2220 is attached	<input checked="" type="checkbox"/>	33	71
34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed		34	3,977
35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid		35	
36 Enter amount from line 35 you want: Credited to 2013 estimated tax	<input type="checkbox"/>	36	
	<input type="checkbox"/> Refunded	36	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Signature of officer: **ALFRED ADAMO** Title: **VP**

Print/type preparer's name: **FRANK SANTOMAURO** Preparer's signature: **FRANK SANTOMAURO** Date: **12/18/13** Check self-employed PTIN: **P00543898**

Firm's name: **JWR Financial Services, LLC** Firm's EIN: **22-3321725**

Firm's address: **1010 Summit Avenue Union City, NJ 07087-5512** Phone no: **201-864-1654**

For Paperwork Reduction Act Notice, see separate instructions.

Section 179 Dividends and Special Deductions (see instructions)		(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)		70	
2	Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corporations		see instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs		70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs		80	
8	Dividends from wholly owned foreign subsidiaries		100	
9	Total. Add lines 1 through 8. See instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from affiliated group members		100	
12	Dividends from certain FSCs		100	
13	Dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12			
14	Income from controlled foreign corporations under subpart F (attach Form (e) 5471)			
15	Foreign dividend gross-up			
16	IC-DISC and former DISC dividends not included on lines 1, 2, or 3			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 20b			

Schedule M Tax Computation and Payment (see instructions)

Part I—Tax Computation

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120))		
2	Income tax. Check if a qualified personal service corporation (see instructions)		2
3	Alternative minimum tax (attach Form 4626)		3
4	Add lines 2 and 3		4
5a	Foreign tax credit (attach Form 1118)	5a	
b	Credit from Form 8834, line 30 (attach Form 8834)	5b	
c	General business credit (attach Form 3800)	5c	
d	Credit for prior year minimum tax (attach Form 8827)	5d	
e	Bond credits from Form 8912	5e	
6	Total credits. Add lines 5a through 5e	6	0
7	Subtract line 6 from line 4	7	3,906
8	Personal holding company tax (attach Schedule PH (Form 1120))	8	
9a	Recapture of investment credit (attach Form 4255)	9a	
b	Recapture of low-income housing credit (attach Form 8611)	9b	
c	Interest due under the look-back method—completed long-term contracts (attach Form 8887)	9c	
d	Interest due under the look-back method—income forecast method (attach Form 8888)	9d	
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9e	
f	Other (see instructions—attach statement)	9f	
10	Total. Add lines 9a through 9f	10	
11	Total tax. Add lines 7, 8, and 10. Enter here and on page 1, line 31	11	3,906

Part II—Payments and Refundable Credits

12	2011 overpayment credited to 2012	12	
13	2012 estimated tax payments	13	
14	2012 refund applied for on Form 4466	14	
15	Combine lines 12, 13, and 14	15	
16	Tax deposited with Form 7004	16	
17	Withholding (see instructions)	17	
18	Total payments. Add lines 15, 16, and 17	18	
19	Refundable credits from:		
a	Form 2439	19a	
b	Form 4138	19b	
c	Form 8827, line 8c	19c	
d	Other (attach statement—see instructions)	19d	
20	Total credits. Add lines 19a through 19d	20	
21	Total payments and credits. Add lines 18 and 20. Enter here and on page 1, line 32	21	

Schedule M Other Information (see instructions)

1	Check accounting method: a. <input checked="" type="checkbox"/> Cash b. <input type="checkbox"/> Accrual c. <input type="checkbox"/> Other (specify) ▶	Yes	No
2	See the instructions and enter the:		
a	Business activity code no. ▶ 236110		
b	Business activity ▶ CONSTRUCTION		
c	Product or service ▶ GENERAL CONTRACTOR		
3	Is the corporation a subsidiary in an affiliated group or a parent-subsidary controlled group? If "Yes," enter name and EIN of the parent corporation ▶		X
4	At the end of the tax year:		
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G)		X
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G)		X

Schedule K Other Information continued (see instructions)

5 At the end of the tax year, did the corporation:

a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 261, Affiliations Schedules? For rules of constructive ownership, see instructions. **X**

If "Yes," complete (i) through (iv) below.

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. **X**

If "Yes," complete (i) through (iv) below.

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See sections 301 and 316.) **X**

If "Yes," file Form 5452, Corporate Report of Nondividend Distributions.

If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.

7 At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of the corporation's stock entitled to vote or (b) the total value of all classes of the corporation's stock? **X**

For rules of attribution, see section 318. If "Yes," enter:

(i) Percentage owned ▶ and (ii) Owner's country ▶

(c) The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶

8 Check this box if the corporation issued publicly offered debt instruments with original issue discount.

If checked, the corporation may have to file Form 3281, Information Return for Publicly Offered Original Issue Discount Instruments.

9 Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$ 0

10 Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶

11 If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here.

If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.

12 Enter the available NOL carryover from prior tax years (do not reduce it by any deduction on line 29a.) ▶ \$

13 Are the corporation's total receipts (line 1c plus lines 4 through 10 on page 1) for the tax year and its total assets at the end of the tax year less than \$250,000? **X**

If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2 on page 5. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ▶ \$

14 Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement (see instructions)? **X**

If "Yes," complete and attach Schedule UTP.

15a Did the corporation make any payments in 2012 that would require it to file Form(s) 1099? **X**

b If "Yes," did or will the corporation file all required Forms 1099?

16 During this tax year, did the corporation have an 80% or more change in ownership, including a change due to redemption of its own stock?

17 During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 85% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?

18 Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than \$1 million?

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		242,876		89,682
2a Trade notes and accounts receivable	83,000		190,000	
b Less allowance for bad debts		83,000		190,000
3 Inventories				
4 U.S. government obligations				
6 Tax-exempt securities (see instructions)				
6 Other current assets (att. stmt.) Stmt 2				44,351
7 Loans to shareholders				
8 Mortgage and real estate loans		150,000		242,500
9 Other investments (attach stmt.) Stmt 3		163,271		86,006
10a Buildings and other depreciable assets	328,141		328,141	
b Less accumulated depreciation	328,141	0	328,141	0
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach stmt.)				
15 Total assets		639,147		652,539
Liabilities and Shareholders' Equity				
16 Accounts payable		14,286		5,612
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (att. stmt.)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock: a Preferred stock			1,000	1,000
b Common stock	1,000	1,000	1,000	1,000
23 Additional paid-in capital				
24 Retained earnings—Appropriated (att. stmt.)				
25 Retained earnings—Unappropriated		623,861		645,927
26 Adjustments to SH equity (att. stmt.)				
27 Less cost of treasury stock				
28 Total liabilities and shareholders' equity		639,147		652,539

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more - see instructions

1 Net income (loss) per books	22,066	7 Income recorded on books this year not included on this return (itemize):	
2 Federal income tax per books	3,977	Tax-exempt interest \$	
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):		8 Deductions on this return not charged against book income this year (itemize):	
5 Expenses recorded on books this year not deducted on this return (itemize):		a Depreciation \$	
a Depreciation \$		b Charitable contributions \$	
b Charitable contributions \$			
c Travel and entertainment \$		9 Add lines 7 and 8	
		10 Income (page 1, line 28)—line 6 less line 9	25,043
6 Add lines 1 through 5	26,043		

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1 Balance at beginning of year	623,861	5 Distributions: a Cash	
2 Net income (loss) per books	22,066	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize):	
		7 Add lines 5 and 6	
4 Add lines 1, 2, and 3	645,927	8 Balance at end of year (line 4 less line 7)	645,927

Form **1125-A**

Cost of Goods Sold

OMB No. 1545-2225

(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, 1085, or 1065-B.
▶ Information about Form 1125-A and its instructions is at www.irs.gov/form1125a.

Name **ADAMO BROTHERS CONSTRUCTION INC** Employer identification number **22-3243445**

1	Inventory at beginning of year	
2	Purchases	
3	Cost of labor	
4	Additional section 263A costs (attach schedule)	
5	Other costs (attach schedule)	Start 4
6	Total. Add lines 1 through 5	477,673
7	Inventory at end of year	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return (see instructions)	477,673

9a Check all methods used for valuing closing inventory.

- (i) Cost
- (ii) Lower of cost or market
- (iii) Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d If the LIFO inventory method was used for this tax year, enter the amount of closing inventory computed under LIFO

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity (see instructions)? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

ADAMOBRO99 ADAMO BROTHERS CONSTRUCTION INC
22-3243445
FYE: 6/30/2013
Federal Statements

Statement 1 - Form 1120, Page 1, Line 26 - Other Deductions

<u>Description</u>	<u>Amount</u>
LEASES EQUIPMENT AND AUTO	\$ 9,843
LEGAL & PROFESSIONAL FEES	17,940
DONATION	1,115
AUTOMOBILE & TRUCK EXPENSE	65,844
BANK SERVICE CHARGES	698
BIDS, BONDS, PLANS, & PERMITS	4,764
CASUAL LABOR	125
INSURANCE	105,943
GIFTS GIVEN	150
OFFICE EXPENSE	6,853
PHONE	21,910
UTILITIES	2,098
OUTSIDE SERVICES	79,508
SHORT LIFE TOOLS	15,412
REGISTRATION & FEES	3,082
PETTY CASH	551
Total	<u>\$ 335,826</u>

Statement 2 - Form 1120, Page 5, Schedule L, Line 6 - Other Current Assets

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
BUILDING SUPPLIES	\$ _____	\$ 44,351
Total	\$ _____ 0	\$ 44,351

Statement 3 - Form 1120, Page 5, Schedule L, Line 9 - Other Investments

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
INVESTMENT ACCOUNT	\$ 163,271	\$ 86,006
Total	\$ 163,271	\$ 86,006

Federal Statements

Statement 4 - Form 1125-A, Line 5 - Other Costs

<u>Description</u>	<u>Amount</u>
MATERIALS & SUPPLIES	\$ <u>477,673</u>
Total	\$ <u>477,673</u>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ADAMO BROTHERS CONSTRUCTION, INC.
Trade Name:
Address: 1033 ALEXANDER AVE
RIDGEFIELD, NJ 07657-1501
Certificate Number: Q612212
Effective Date: August 19, 1993
Date of Issuance: January 27, 2014

For Office Use Only:
20140127115039571

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

City Clerk File No. Res. 14.104

Agenda No. 10.Z.6

Approved: FEB 11 2014

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH PALUMBO & RENAUD TO REPRESENT POLICE OFFICER NATHANIEL
MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA WHEELER V.
JERSEY CITY POLICE DEPARTMENT, ET ALS.**

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution #12-901 authorizing a professional services agreement with Palumbo & Renaud to represent Police Office Nathaniel Montanez named in a complaint filed alleging violation of their civil rights; and

WHEREAS, the City requires the services of Palumbo & Renaud to represent Police Officer Nathaniel in this matter; and

WHEREAS, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

WHEREAS, Palumbo & Renaud, 190 North Avenue E (Rte. 28), Cranford, New Jersey, are attorney-at-laws in the State of New Jersey and are qualified to perform these services; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Play-to-Play Law); and

WHEREAS, Palumbo & Renaud have submitted their Certification of Compliance with City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the agreement with Palumbo & Renaud needs to be renewed because one year has lapsed; 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 Palumbo & Renaud is hereby reauthorized for one year, effective January 29, 2014 for a total amount of the remaining balance from the previous contract in the amount of \$69,654.65.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PALUMBO & RENAUD TO REPRESENT POLICE OFFICER NATHANIEL MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA WHEELER V. JERSEY CITY POLICE DEPARTMENT, ET ALS.

- 3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et. seq.
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
- 5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.



 Peter Sorriero, Risk Manager

JF/igp
1/31/14

APPROVED: _____

 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

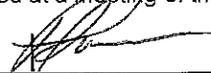
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2 11 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PALUMBO & RENAUD TO REPRESENT POLICE OFFICER NATHANIEL MONTANEZ IN THE MATTER OF MICHAEL AND CARVISSA WHEELER V. JERSEY CITY POLICE DEPARTMENT, ET ALS.

Project Manager

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Reauthorize the Contract for Calendar year 2014-1015-No additional monies.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

One Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 (“City”) and **Robert F. Renaud, Esq. of Palumbo & Renaud** (“Special Counsel”).

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent Police Officer Nathaniel Montanez in the matter of *Michael & Carvissa Wheeler v. Jersey City Police Department, et al.* **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$69,654.65 which is the remainder of the previous agreement.

B. The **Special Counsel** shall provide a monthly statement for services rendered.

The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special 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.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- \$ word processing;
- \$ secretaries' overtime, proofreading, placing or organizing documents in files;
- \$ meals;
- \$ first class air or rail travel, chauffeur driven limousines;
- \$ hotel accommodations; and
- \$ charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to

request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

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 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the A Law Against Discrimination@, N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest: City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Acting Business Administrator

WITNESS:

Palumbo & Renaud

Robert F. Renaud, Esq.

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

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

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

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

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

Representative's Name/Title Print: Robert P. Remond, Partner
Representative's Signature: [Signature]
Name of Company: Galumbe & Remond
Tel. No.: 908 272 5700 Date: 11/14/14

(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)

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 F. Romano, Partner
Representative's Signature: [Signature]
Name of Company: Balumbo & Romano
Tel. No.: 908 272 9200 Date: 1/14/14

**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 : Palumbo & Renard

Address : 190 North Avenue East, Cranford, NJ 07016

Telephone No. : 908 272 9200

Contact Name : Robert F Renard

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Palumbo Frenaud (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 Palumbo Frenaud (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: Palumbo Frenaud

Signed: Bob Frenaud Title: Partner

Print Name: Robert Frenaud Date: 1/13/14

Subscribed and sworn before me this 14th day of January, 2014.

My Commission expires:

Bob Frenaud
(Affiant)
Robert Frenaud
(Print name & title of affiant) (Corporate Seal)

X. Catherine M. DeAngelis
Catherine M. DeAngelis, Esq.
An Attorney at Law in
the State of New Jersey

**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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavara for Council	Councilperson Michael Yun
Councilperson Joyce E. Wattenman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert F. Renaud	442 Manor Avenue Cranford NJ 07016
Anthony N. Palumbo	403 Ashley Avenue Beneite, NJ 08730

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: Palumbo & Renaud
 Signed: [Signature] Title: Partner
 Print Name: Robert F. Renaud Date: 1/13/14

Subscribed and sworn before me this 14 day of Jan, 2014

[Signature]
 (Affiant)
Robert F. Renaud
 (Print name & title of affiant) (Corporate Seal)

My Commission expires:
 Catherine M. D'Appolonia, Esq.
 Attorney at Law in the
 State of N.J.

Certification 19194

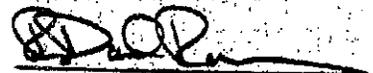
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

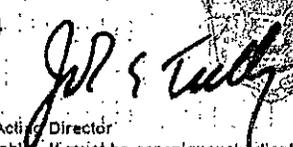
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 JUN 2009** to **15 JUN 2016**



PALUMBO AND RENAUD ATTORNEY AT LAW
190 NORTH AVE. EAST
CRANFORD NJ 07016



State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252</small>
TAXPAYER NAME: PALUMBO, ANTHONY N & RENAUD, ROBERT	TRADE NAME: PALUMBO & RENAUD, ATTORNEYS AT LAW	
TAXPAYER IDENTIFICATION#: 222-137-789/000	SEQUENCE NUMBER: 1079761	
ADDRESS: 190 NORTH AVENUE EAST CRANFORD NJ 07016-2439	ISSUANCE DATE: 08/16/04	
EFFECTIVE DATE: 07/01/76		Acting Director
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

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

City Clerk File No. Res. 14.105
 Agenda No. 10.Z.7
 Approved: FEB 11 2014
 TITLE:



RESOLUTION PROCLAIMING THE MONTH OF FEBRUARY 2014 AS **Black History Month**

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

WHEREAS, Black History Month was established in 1976 by the Association for the Study of Afro-American Life and History. The month-long celebration was an expression of Negro History Week, which was established in 1926 by Carter G. Woodson, Director of what was then known as the Association for the Study of Negro Life and History; and

WHEREAS, commemorating the 50th anniversary of the Civil Rights Act of 1964, the theme for this year's Black History Month is "Civil Rights in America," chronicling the important milestones in the battle for civil rights and equal treatment under the law. The Civil Rights Act of 1964 outlawed major forms of discrimination against racial, ethnic, national and religious minorities, and women. Led by well-known leaders such as Martin Luther King Jr., protesters used fundamental campaigns in local communities and legal means to transform a nation and seek a brighter future for all Americans; and

WHEREAS, on Tuesday, February 18, 2014, in honor of Black History Month, Mayor Steven Fulop, the Jersey City Municipal Council and the Office of Cultural Affairs will host a flag raising ceremony and the 19th Annual Dr. Martin Luther King, Jr. Oratory Final Competition at City Hall. The goal of the oratory contest is to build awareness about the Civil Rights Movement in America and share the words of Dr. King, so that the great civil rights values of equity, harmony and mutual respect remain a cornerstone of our citizenry for future generations.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby recognize the achievements and contributions of the African-American community to our city and our nation. We hereby proclaim the month of February 2014 as "Black History Month."

BE IT FURTHER RESOLVED, that we pause to thank the Division of Cultural Affairs for hosting events aimed at stimulating ethnic pride, equity and harmony in our diverse city and commend the courageous participants of the 19th Annual Dr. Martin Luther King, Jr. Oratory Competition. As we listen to the echoes of speeches, we see yesterday's visionaries in tomorrow's leaders.

G:\WPDOCS\TOLONDA\RESOS\MONTH\Black History Month 2014.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk