

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

City Clerk File No. Res. 15.811

Agenda No. 10.A

Approved: NOV 24 2015



TITLE:

RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2016.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION

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

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

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

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

TITLE:

NOV 24 2015

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

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

TITLE: NOV 24 2015

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2016:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2016	
Caucuses - Mondays - 5:30 p.m. (unless otherwise designated)	Meetings - Wednesdays - 6:00 p.m. (unless otherwise designated)
January 11 January 25	January 04 - 10:00 a.m.- MONDAY January 13 January 27
February 08 February 22	February 10 February 24
March 07 March 21	March 09 March 23
April 11 April 25	April 13 April 27
May 09 May 23	May 11 May 25
June 13 June 27	June 15 June 29
July 11 - 10:00 a.m.	July 13 - 10:00 a.m.
August 15	August 17
September 12 September 26	September 14 September 28
October 11- TUESDAY October 24	October 12 October 26
November 07 November 21	November 09 November 22-TUESDAY
December 12	December 14

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
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. 15.812

Agenda No. 10.B

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE.

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (hereinafter referred to as the "City") is the owner of the following properties; and,

WHEREAS, said properties are not needed for public use; and,

WHEREAS, the City is authorizing to sell any such properties by public sale to the highest bidder pursuant to N.J.S.A. 40A:12-13 et seq; and,

WHEREAS, it is in the best interest of the City that a public auction be held for such properties;

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

1. The properties listed below are hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the **City Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, January 7, 2016 at 10:00 A.M. Sharp.**
2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.
3. The sale shall be made subject to:
 - (a) such state of facts which an accurate survey may disclose;
 - (b) easements and restrictions of records, if any;
 - (c) tenancies, leaseholds, and rights of persons in possession;
 - (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
 - (e) riparian rights or claims;
 - (f) Certificate of Occupancy issued by the Division of Building.
5. The properties herein described, or any part thereof, are sold "as is" and without any representation or warranty, either expressed or implied, as to their present condition.
 - (a) Prospective purchasers are put on notice that the City's records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
 - (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
 - (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE**

6. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.
7. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.
8. The purchase price for such properties shall be paid by any of the following methods:
 - (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
 - (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property ten (10%) percent of the minimum bid price by cash, money order, bank check or certified check.
 - (c) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
 - (d) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.
9. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
10. Upon delivery of deed, the purchaser shall:
 - a) Make all payments to the City for all real property taxes.
 - b) Submit proof to the City that the deed to the property was recorded with the Register of Deeds and Mortgages at 257 Cornelison Avenue, Jersey City, New Jersey 07302 within thirty (30) days following the closing or delivery of the deed or the deed will be null and void and consideration paid forfeited to the City.

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.
12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.
13. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.
14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of any of the properties listed for sale by the City.
15. The prices set forth as minimum herein are merely upset prices and do not constitute market value or future assessments.
16. The City shall execute a Contract of Sale with any successful bidder upon Any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City of Jersey City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

17. Additional Conditions of Sale.
- (a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, has purchased the property being sold or any other property from the City and has breached any of the conditions and terms of the purchase of property from the City.
 - (b) No person who was the previous owner of the property to be sold be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.
 - (c) No person shall be permitted to bid for any property to be sold by the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.
 - (d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the Property Maintenance Code and/or Uniform Construction Code, which violations have not been corrected at the time of the sale.
 - (e) **PLEASE TAKE NOTICE** all bidders, whether they be the actual prospective purchasers or agents of or representatives of the actual prospective purchasers, shall submit an affidavit, under oath, setting forth the following:
 - (i) That the actual purchaser is not a person who has previously breached a contract for the purchase of property from the City.
 - (ii) That the actual prospective purchaser is not the former owner from whom the City acquired the property to be sold or any other property by reason of the non-payment of taxes or other municipal charges.
 - (iii) That the actual prospective purchaser is not the owner of any other property in the City who is delinquent in the payment of taxes or other municipal charges on said other property.
 - (iv) That the actual prospective purchaser is not the owner of any other properties in the City regarding which there exists Violations of the Property Maintenance Code and/of Uniform Construction Code, which violations have not been corrected at the time of the sale.
 - (v) Such affidavit shall contain the address and block and lot numbers of all the properties the prospective purchaser owns in the City.
 - (f) Such affidavit shall be submitted to the officer conducting the sale prior to the commencement of the public auction of the particular parcel in which the prospective bidder is interested. Failure to submit said affidavit shall disqualify a bidder from participating in the public auction.
 - (g) No sale to the highest bidder shall be confirmed by the Municipal Council, in the event an investigation and/or inspection reveals that the purchaser is a person who falls within the categories listed in paragraph 19 sub-section (a) through (f).

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

- (h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.
18. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Official may issue a temporary Certificate of Occupancy for portions of the building provided such portions are in substantial Compliance with code standards. Securing a Temporary Certificate of Occupancy shall not however, constitute compliance with the condition of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.
- 1 Unit Building – 360 Days (12 Months)**
2-5 Unit Building – 450 Days (15 Months)
6 or More Units or Special Purpose Building – 540 Days (18 Months)
- The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.
19. **PLEASE TAKE NOTICE** the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 18, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert and become vested in the City of Jersey City. The City Council shall upon the buyer's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.
20. The City of Jersey City's right of reversion is hereby subordinated to the mortgage of the buyer's lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City's right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer's duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee's right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.
21. All offers to bid shall be in increments of no less than one thousand dollars (\$1,000.00).

SEE RIDER ATTACHED

TITLE: **RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE.**

VACANT LAND

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE UPON THE CONDITION THAT THE PURCHASER SHALL CLEAN AND GRADE THE LOT, REPAIR THE SIDEWALK IF NECESSARY, ERECT A FENCE AROUND THAT PART OF THE PERIMETER OF THE LOT WHICH FRONTS ANY PUBLIC STREET WITH A MINIMUM HEIGHT OF SIX (6) FEET, EXCEPT WHEN ACQUIRED BY AN ADJACENT PROPERTY OWNER IN WHICH CASE, THE HEIGHT SHALL BE THE SAME AS THE FENCING ON THEIR PROPERTY, BUT IN NO CASE LESS THAN THREE (3) FEET IN HEIGHT. (THESE PROPERTIES ARE NOT SUBJECT TO PARAGRAPH 19 IN THIS RESOLUTION.

<u>BLOCK</u>	<u>LOT(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>MINIMUM BID</u>
17101	8	29 Astor Place	Vacant Land	25x95	\$50,000.00
20001	16	199 Woodward St.	Vacant Land	14x100	\$15,000.00
21101	57	90 Virginia Ave	V/Land & Garage	108.17x108	\$200,000.00
21102	43	67 Virginia Ave.	Vacant Land	22.10x77.53irr.	\$20,000.00
23404	37	210 Bayview Ave.	Vacant Land	25x100	\$30,000.00
24902	15,16	97-101 M.L. King Dr.	Vacant Land	58.32x90	\$60,000.00
24905	30	228 Dwight Street	Vacant Land	46x102x32x103	\$50,000.00

BUILDINGS

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE WITH THE CONDITION THAT THE PURCHASER SHALL REPAIR, ALTER AND IMPROVE IN ACCORDANCE WITH PARAGRAPHS 18, 19 & 20 OF THE TERMS AND CONDITIONS OF SALE.

<u>BLOCK</u>	<u>LOT(S)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>MINIMUM BID</u>
21101	40	60 Virginia Ave.	2S-F-D-2U-H	25x106.88	\$90,000.00
27003	16	12 Parnell Place	2.5S-F-D-1U-H	25x50	\$75,000.00

Description Codes: S-Story, F-Frame, B-Brick, A-Asphalt, C-Cinder Block, BT- Basement, D-Dwelling, U-Unit, G-Garage, H-Heat.

Physical description of each property as set forth in this Land sale are for informational purposes only and the City of Jersey City will not be responsible for their accuracy.

APPROVED: *Ann Marie Miller, Real Estate Manager*

APPROVED AS TO LEGAL FORM _____

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
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 SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE

Initiator

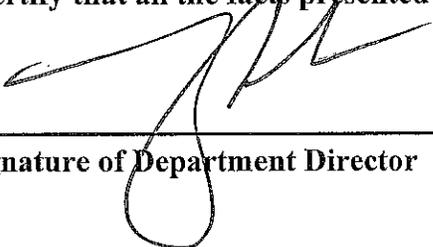
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jenj.org

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

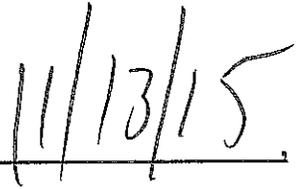
Resolution Purpose

Pursuant to N.J.S.A 40A:12-13 the City is authorized to sell properties to the highest bidder at Public Auction. The minimum bids will provide an estimated \$680,000.00 in revenue for the City and place the properties back on the tax rolls. The Public Auction will be held on Thursday, January 7, 2016 at 10:00a.m. in the City Council Chambers.

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. 15.813
 Agenda No. 10.C
 Approved: NOV 24 2015



TITLE:

A RESOLUTION SUPPORTING THE NEW YORK SUSQUEHANNA & WESTERN RAILWAY CORPORATION'S PROJECT TO REPLACE THE JOINTED RAIL ALONG THEIR RAIL LINE IN JERSEY CITY WITH WELDED RAIL

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Hudson County is home to numerous active freight railroad tracks; and

WHEREAS, several miles of railroad tracks owned and operated by the New York Susquehanna & Western Railway Corporation run through the communities of North Bergen and Jersey City; and

WHEREAS, the lengths of these tracks consist of "jointed rails" which mean that the tracks consist of rails which are laid in lengths of approximately forty feet and bolted to each other end-to-end; and

WHEREAS, continuous welded rail, in which the rails are welded rather than bolted, is a vastly better method of joining rails which results in smoother, safer and quieter rail traffic; and

WHEREAS, the New Jersey Department of Transportation's Rail Freight Assistance Program allocated \$2,283,469.30 from the State's Transportation Trust Fund to the New York Susquehanna & Western Railway Corporation to replace the jointed rail running through Jersey City with welded rail as part of the "Replace 100# RE Jointed Rail between MP 3.70 and MP 8.30, and Marion Yard Interchange Tracks with Welded Rail" Project; and

WHEREAS, the New Jersey Department of Transportation requires a formal resolution supporting the rail replacement project from the governing body of each community that the rail line runs through; and

WHEREAS, a portion of the New York, Susquehanna & Western Railway Corporation's rail line runs through Hudson County with a portion running through Jersey City between County Road and Secaucus Road and the majority of the rail line running through the Township of North Bergen; and

WHEREAS, the Board of Commissioners of the Township of North Bergen have already passed a resolution supporting this project; and

WHEREAS, Jersey City would realize a more reliable and safer freight rail system that will enhance economic development and growth from completion of this project; and

WHEREAS, it is in the best interest of the City to support this replacement project.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that the City does hereby support the "Replace 100# RE Jointed Rail between MP 3.70 and MP 8.30, and Marion Yard Interchange Tracks with Welded Rail" Project replacing the jointed rails along the New York Susquehanna & Western Railway Corporation's rail line with welded rail.

JH 11/10/15

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 11 24 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
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 Resolution

A RESOLUTION IN SUPPORT OF THE "REPLACE 100# RE JOINTED RAIL BETWEEN MP 3.70 AND MP 8.30, AND MARION YARD INTERCHANGE TRACKS WITH WELDED RAIL" PROJECT OF THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORP.

Initiator

Department/Division	Mayor's Office	
Name/Title	Arjun Janakiram	Aide to the Mayor
Phone/email	(201)-547-5201	Ajanakiram@jcnj.org

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

Resolution Purpose

This resolution affirms the City of Jersey City's support for a project which will replace the tracks of a freight rail line operated by The New York, Susquehanna, and Western Railway Corporation (NYS&W) with a more modern type of rail known as continuous welded rail (CWR). These tracks currently consist of "jointed rails", where the lengths of track are bolted together at the ends. In continuous welded rail, these lengths are welded together instead of bolted. This type of rail allows for faster, safer, and quieter rail traffic.

The New Jersey Department of Transportation has allocated approximately \$2.2 million to NYS&W to carry out this replacement project. As part of their agreement with NYS&W, the company must secure a formal resolution in support of the project from the governing body of each host community the rail project runs through. Only about .71 miles of track to be replaced runs through Jersey City; the rest runs through North Bergen, which has already passed a resolution in support.

I certify that all the facts presented herein are accurate.

Signature of Department Director

11/13/15

Date

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

City Clerk File No. Res. 15.814

Agenda No. 10.0

Approved: NOV 24 2015

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE OCEAN AVENUE SOUTH STUDY AREA AS AN AREA IN NEED OF REHABILITATION.

WHEREAS, the Municipal Council of the City of Jersey City has, by Resolution 14-791, adopted December 17, 2014, authorized the Jersey City Planning Board to conduct a preliminary investigation to determine whether the Ocean Avenue South Study Area meets the criteria of New Jersey's Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.*, qualifying it as "an area in need of redevelopment," "an area in need of rehabilitation" and/or a "non-condemnation redevelopment area;" and

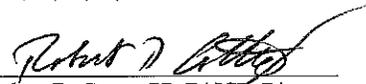
WHEREAS, the Planning Board, at its meeting of November 10, 2015, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be "an area in need of rehabilitation;" and

WHEREAS, the Planning Board's recommendation is based on evidence presented to it and contained in the document entitled, *Report Concerning the Determination of the Ocean Avenue South Study Area as a Area in Need of Rehabilitation*, dated September 24, 2015, attached hereto, and made a part hereof, and on the testimony of interested parties attending said Planning Board meeting; and

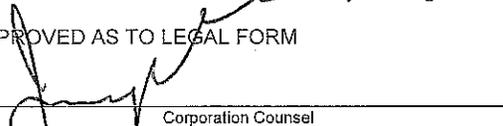
WHEREAS, the Planning Board did find, and so recommends to the Municipal Council, that the area in question meets the statutory criteria, pursuant to NJSA 40A:12A-14.a(6) to be declared an "area in need of rehabilitation" without the authorization to use eminent domain; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the recommendation of the Planning Board be, and hereby is accepted, and that the Ocean Avenue South Study Area be, and hereby is, declared to be a "an area in need of rehabilitation;" and

THEREFORE, BE IT FURTHER RESOLVED by the Municipal Council of the City of Jersey City that the following parcels of land be declared as "an area in need of rehabilitation " pursuant to NJSA 40A:12A-14.a(6): Block 28204, Lots 24, 25, 26, 27; Block 28701, Lots 30, 31, 32, 33, 34, 35; Block 28702 Lots 10, 11; Block 28802, Lots 1, 44, 45, 46 47; Block 28802, Lots 1, 44, 45, 46 47; Block 29301, Lots 17, 18, 19, 20, 21, 22, 23, 24, 25; Block 29302, Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31; Block 29303, Lots 17, 18, 19, 20, 21, 22, 23, 24; Block 29304, Lot 22; Block 29401, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14; Block 29402, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 49, 50, 51; Block 29403, Lots 1, 2; Block 29404, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10; Block 30001, Lots 1, 2, 3, 14, 15, 16, 17, 18, 19, 20, 21, 22; Block 30002, Lots 1, 2, 4, 5, 6, 7, 8; Block 30003, Lots 21, 22; Block 30101, Lots 1, 2, 3, 33, 34, 35, 36, 37.


Robert D. Cotter, PP, FAICP, Director
Division of City Planning

APPROVED: 

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 
Business Administrator

Certification Required
Not Required

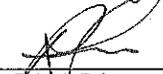
APPROVED 9-0

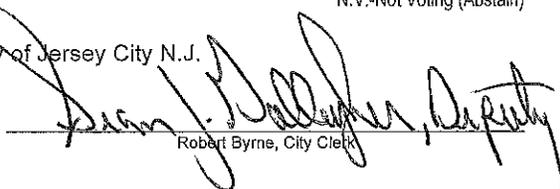
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11 24 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY DECLARING THE OCEAN AVENUE SOUTH STUDY AREA AS
AN AREA IN NEED OF REHABILITATION**

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
	Matt Ward, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / mward@jcnj.org

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

Purpose

This resolution declares the Ocean Avenue South Study Area to be an area in need of rehabilitation. The study area is centered on Ocean Avenue from Cator Avenue to Merritt Street. There are 115 tax lots included in the Area. The Planning Board, at its meeting of November 10, 2015, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be "an area in need of rehabilitation." The JCMUA confirmed a majority of the water and sewer infrastructure in the delineated area in at least 50 years old and is need of repair or substantial maintenance. The JCMUA confirmation satisfies a condition for designating "an area in need of rehabilitation" pursuant to NJSA 40A:12-14.a(6).

I certify that all the facts presented herein are accurate. *RP Cotter* 11/13/15
[Signature] 11/13/15
Signature of Department Director Date

Summary

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE OCEAN AVENUE SOUTH STUDY AREA AN AREA IN NEED OF REHABILITATION

This resolution declares the Ocean Avenue South Study Area to be an area in need of rehabilitation. The study area is centered on Ocean Avenue from Cator Avenue to Merritt Street. There are 115 tax lots included in the Area. The Planning Board, at its meeting of November 10, 2015, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be "an area in need of rehabilitation." The JCMUA confirmed a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance. The JCMUA confirmation satisfies a condition for designating "an area in need of rehabilitation" pursuant to NJSA 40A:12-14.a(6).

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



Inter-Office Memorandum

DATE: November 12, 2015

TO: Council President Lavarro, Anthony Cruz, Bob Cotter

FROM: Matt Ward, PP, AICP

SUBJECT: Resolution Designation Ocean Avenue South Study Area as an Area in Need of Rehabilitation

This resolution declares the Ocean Avenue South Study Area to be an area in need of rehabilitation.

The study area is centered on Ocean Avenue from Cator Avenue to Merritt Street. There are 115 tax lots included in the Area.

The Planning Board, at its meeting of November 10, 2015, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be "an area in need of rehabilitation." The JCMUA confirmed a majority of the water and sewer infrastructure in the delineated area in at least 50 years old and is need of repair or substantial maintenance.

The JCMUA confirmation satisfies a condition for designating "an area in need of rehabilitation" pursuant to NJSA 40A:12-14.a(6).

Report

Concerning the Determination of

the Proposed

OCEAN AVENUE SOUTH

STUDY AREA

as

“An Area in Need of Rehabilitation”

**The original of this report was signed and sealed
in accordance with N.J.S.A. 40:14A-12**

September 24, 2015



TABLE OF CONTENTS

- I. Survey of Conditions in the Study Area
 - A. Introduction
 - B. Boundary Description
 - C. Local Setting
 - D. Transportation Access
 - E. Physical Survey and Analysis
 - E.1 Physical Survey Methods
 - E.2 Study Area Characteristics
 - II. Criteria for Determination of Need for Rehabilitation
 - III. Conclusion
- Appendix
- Map Study Area Boundary
 - Exhibit A Letter from JCMUA
 - Exhibit B Ocean Avenue South Study Area Photographs

I. SURVEY OF CONDITIONS IN THE STUDY AREA

A. Introduction

The Municipal Council of the City of Jersey City, on December 17, 2014, adopted resolutions number 14-791, authorizing the Jersey City Planning Board to:

1. Conduct a preliminary investigation of the physical and economic conditions of an area known as the Ocean Avenue South Study Area, (hereinafter the Study Area) to determine whether or not this Study Area meets the statutory criteria necessary to be declared an "area in need of redevelopment," as a "non-condemnation redevelopment area," or as an "area in need of rehabilitation" as outlined in NJSA 40A:12A-5, NJSA 40A:12A-6, and 40A:12A-14;
2. Propose a Redevelopment Plan for this Study Area if it is found to be in Need of Redevelopment and/or Rehabilitation.

B. Boundary Description

The Ocean Avenue South Study Area contains 21 acres and 115 individual parcels stretching from Merritt Street to Cator Avenue along Ocean Avenue.

BLOCK	LOTS
28204	24, 25, 26, 27
28701	30, 31, 32, 33, 34, 35
28702	10, 11
28802	1, 44, 45, 46 47
29301	17, 18, 19, 20, 21, 22, 23, 24, 25
29302	22, 23, 24, 25, 26, 27, 28, 29, 30, 31
29303	17, 18, 19, 20, 21, 22, 23, 24
29304	22
29401	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
29402	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 49, 50, 51
29403	1, 2
29404	1, 2, 3, 4, 5, 6, 7, 8, 9, 10
30001	1, 2 3, 14, 15, 16, 17, 18, 19, 20, 21, 22
30002	1, 2, 4, 5, 6, 7, 8
30003	21, 22
30101	1, 2, 3, 33, 34, 35, 36, 37

The boundary of the Study Area is also depicted on Map 1, "Study Area Boundary Map." In the event of a discrepancy between lots listed in the chart and the Map, the Map takes precedence.

C. Local Setting and Background

The Study Area is located in the southeast portion of Greenville in Jersey City, adjacent to the municipal border with the City of Bayonne. The area straddles Ocean Avenue and is bounded by Cator Avenue to the north and Merritt Avenue to the south. Nearly all lots in the study area front upon Ocean Avenue. Historically, this portion of Ocean Avenue existed as a main street and has functioned as a mixed-use commercial district for well over 100 years. Today, the area is zoned R-1 (one- and two-family residential) and is a mix of commercial, residential and some industrial uses.

In the 1960's and 70's, Jersey City experienced some of the worst decades in its history, as much of the City's population fled to newer suburbs, and most neighborhoods experienced significant economic and social decline. Older commercial corridors including the Study Area suffered greatly. Not only were there were less people to frequent local stores but auto-oriented development patterns, like Route 440 and Newport Mall, encouraged residents to shop outside of his or her neighborhood. In response, in 1974 the City rezoned many older commercial corridors including Ocean Avenue to be residential in order to combat the decreased demand for neighborhood commercial. In the decades since Ocean Avenue was rezoned, there have been a few one- or two-family homes built in stark contrast to the historic mixed-use nature of the corridor. In large part the Study Area still functions as a mixed-use commercial district.

The Study Area shows signs of stagnation and lack of investment. Some lots are vacant and under-utilized. Several buildings are fully dilapidated and uninhabitable. Other buildings are in disrepair while some of the buildings are in good condition. The generality of structures in the Study Area, however, have come to exhibit an obvious lack of maintenance and disrepair which acts as a disincentive for investment both within and beyond the Study Area.

Today, many older commercial corridors are experiencing an economic resurgence. Nationally, shopping habits are trending toward a neighborhood scale enabling residents to walk to most daily needs and amenities. By revisiting the zoning of the corridor, Ocean Avenue South may be better positioned for the future.

D. Transportation Access

The Study Area has excellent vehicular access. It fronts on Ocean Avenue, a major north-south thoroughfare in Jersey City. Route 440 is located just the south of the Study Area accessible from Avenue C. Also to the south is access to the Turnpike via Exit 14A, just over a half mile drive.

The Area also has many mass transit options. It is serviced by several bus lines since a major bus servicing terminal is located at Gates Avenue and Old Bergen Road in the Study Area. These buses run to Journal Square and Downtown Jersey City, providing direct access to the PATH line and the bus terminal at the Journal Square Transportation Center. Local bus service, as well as bus service into New York City, is also available along Kennedy Boulevard just to the west of the Study Area. In addition, the Danforth Hudson-Bergen Light Rail Station is located just over a quarter mile from the Study

Area. The Light Rail Line runs north-south stretching from Bayonne to North Bergen. This Light Rail Line provides access to local stops within Jersey City, as well as connections with the PATH line, the Hoboken NJT Train Station and numerous bus lines.

E. Physical Survey and Analysis

E.1. Physical Survey Methodology - The following methods were used in gathering information and preparing a physical condition survey of the Study Area.

A. The area was visually inspected and photographed on Thursday, April 23, 2015 as shown in Exhibit B of this document.

B. A certification of the state of the water and sewer infrastructure for the Study Area was requested from the Jersey City Municipal Utilities Authority to determine the state of repair of utilities in the area, as confirmed in Exhibit A of this document.

E.2. Study Area Characteristics

The Study Area along Ocean Avenue from Cator Avenue to Merritt Street consists of 115 Tax Lots found on 16 Tax Blocks as well as the right-of-way for adjoining streets, equaling 21 acres in total. The Study Area includes a range of buildings types and land uses. There is a residential high rise, one- and two-family homes, historically significant structures, several churches, and an old movie theater that operates as a drug store.

In terms of infrastructure and services, more than 50% of the water and sewage infrastructure of the Study Area is at least 50 years old, and the water and sewage utilities in the area are in need of repair or substantial maintenance, as certified in a Aug. 21, 2015 letter from the Jersey City Municipal Utilities Authority (Exhibit A of this document).

II. CRITERIA FOR DETERMINATION OF NEED FOR REHABILITATION

The Study Area may be determined to be in an area need of rehabilitation if, after investigation, notice and hearing, as provided within NJSA 40A:12A-14, the governing body concludes by resolution that within the study area, any of the following conditions are found:

a. A delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines by resolution that a program of rehabilitation, as defined in section 3 of P.L.1992, c.79 (C.40A:12A-3), may be expected to prevent further deterioration and promote the overall development of the community; and that there exist in that area any of the following conditions such that (1) a significant portion of structures therein are in a deteriorated or substandard condition; (2) more than half of the housing stock in the delineated area is at least 50 years old; (3) there is a pattern of vacancy, abandonment or underutilization of properties in the area; (4) there is a persistent arrearage of property tax payments on properties in the area; (5) environmental contamination is discouraging improvements and investment in properties

in the area; or (6) a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance.

b. A delineated area shall be deemed to have been determined to be an area in need of rehabilitation in accordance with the provisions of this act if it has heretofore been determined to be an area in need of rehabilitation pursuant to P.L.1975, c.104 (C.54:4-3.72 et seq.), P.L.1977, c.12 (C.54:4-3.95 et seq.) or P.L.1979, c.233 (C.54:4-3.121 et al.).

c. (1) A municipality may adopt an ordinance declaring a renovation housing project to be an area in need of rehabilitation for the purposes of Article VIII, Section I, paragraph 6 of the New Jersey Constitution if the need for renovation resulted from conflagration.

(2) For the purposes of this subsection, "renovation housing project" means any work or undertaking to provide a decent, safe, and sanitary dwelling, to exclusively benefit a specific household, by the renovation, reconstruction, or replacement of the household's home on the same lot by either a charitable entity organized to perform home renovations or by a for-profit builder using 75% or more volunteer labor-hours to accomplish the construction for the project. The undertaking may include any buildings; demolition, clearance, or removal of buildings from land; equipment; facilities; or other personal properties or interests therein which are necessary, convenient, or desirable appurtenances of the undertaking.

d. (1) A municipality may adopt an ordinance declaring a renovation housing project to be an area in need of rehabilitation for the purposes of Article VIII, Section I, paragraph 6 of the New Jersey Constitution if at least half of the number of people occupying the dwelling as their primary residence qualify for a federal income tax credit pursuant to 26 U.S.C. s.22 as a result of being permanently and totally disabled and the improvements to be made to the dwelling are made substantially to accommodate those disabilities.

(2) For the purposes of this subsection, "renovation housing project" means any work or undertaking to provide a decent, safe, and sanitary single-family dwelling, to exclusively benefit at least half of the number of people occupying a dwelling as their primary residence, by the renovation, reconstruction, or replacement of that dwelling on the same lot by either a charitable entity organized to perform home renovations or by a for-profit builder using 75% or more volunteer labor-hours to accomplish the construction for the project. The undertaking may include any buildings; demolition, clearance, or removal of buildings from land; equipment; facilities; or other personal properties or interests therein which are necessary, convenient, or desirable appurtenances of the undertaking.

III. CONCLUSION

A review of the unique characteristics of the Study Area indicates that it qualifies as an "Area in Need of Rehabilitation" as defined in NJSA 40A:12A-14; meeting the criteria of subsection a(6).

Subsection "a(6)" speaks to the state of the water and sanitation infrastructure of the area, both in terms of age and state of repair. Under a(6), an area is classified as in need of rehabilitation when "a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance." In exhibit A, the Jersey City Municipal Utilities authority has determined that the Study Area falls under this condition, and that a program of rehabilitation would rejuvenate water and sanitation assets and prevent further deterioration of these systems.

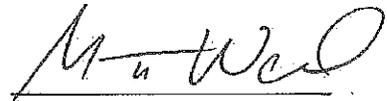
We conclude that the conditions of Criterion "a(6)" are met.

It is the recommendation of City Planning staff that the aforementioned Study Area be determined as an "area in need of rehabilitation" without the authorization to use eminent domain, as it qualifies for such a determination under subsection a(6) of NJSA 40A:12A-14.

Prepared by :



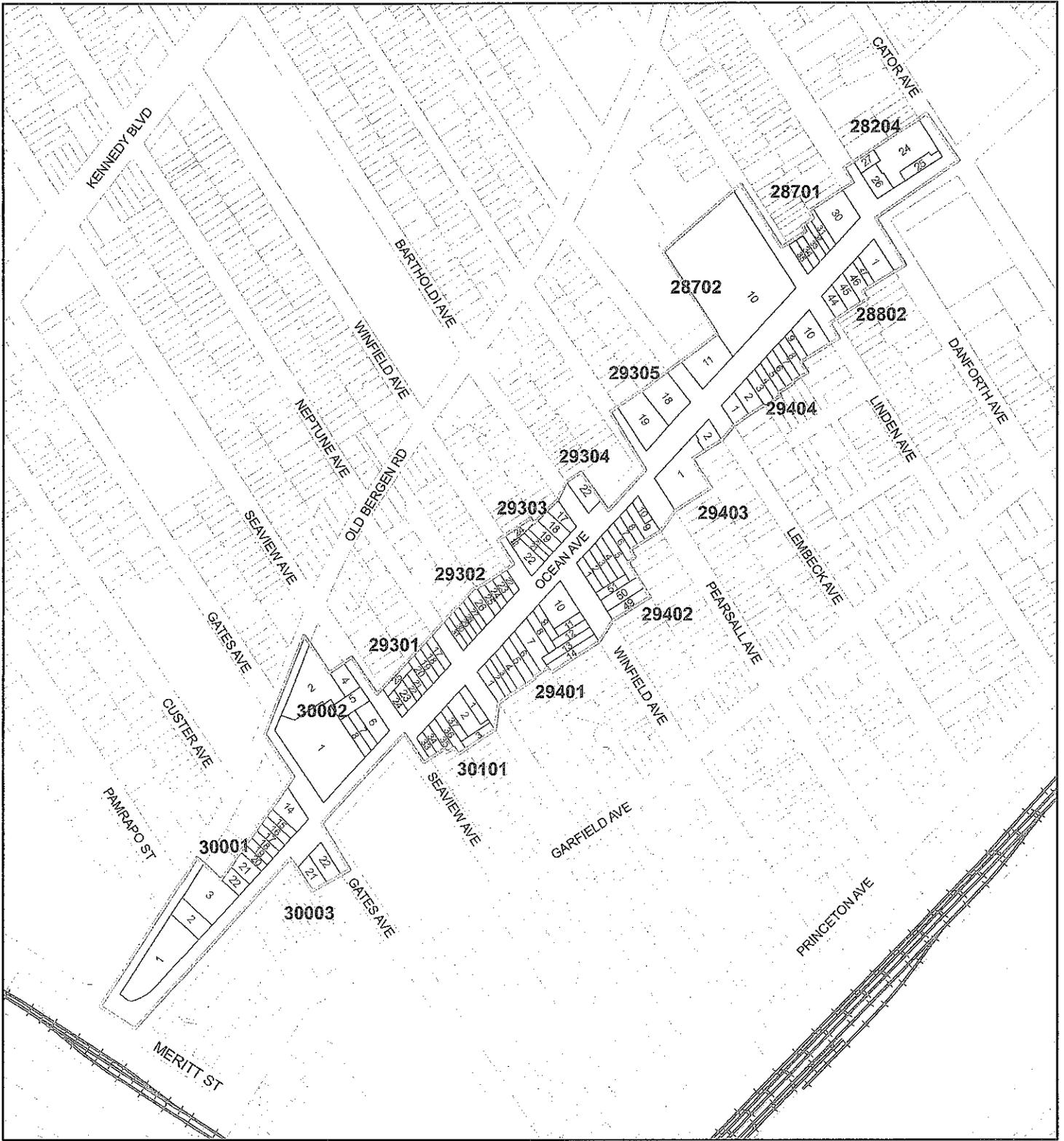
Robert D. Cotter, PP, FAICP
Director, City Planning Division



Matt Ward, AICP, PP
Senior Planner



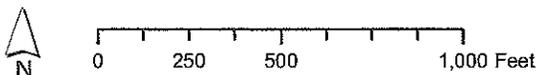
Willow Latham
Planner



OCEAN AVENUE SOUTH STUDY AREA
 MAP 1: STUDY AREA BOUNDARY MAP

AUGUST 5, 2015

1 inch = 500 feet



Jersey City
City Planning Division
 30 Montgomery Street Suite 1400
 Jersey City, NJ 07302-3821
 Phone: 201.547.5010
 Fax: 201.547.4325

Exhibit "A"
Letter from JCMUA
(following page)



JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

555 ROUTE #440 · JERSEY CITY, NEW JERSEY 07305 · TEL: (201) 432-1150 · FAX: (201) 432-1576

DANIEL F. BECHT, ESQ.
EXECUTIVE DIRECTOR

JOHN D. FOLK, C.P.A.
DIRECTOR OF FINANCE

BOARD OF COMMISSIONERS

GERARD M. BALMIR, JR.
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COMMISSIONER

LEWIS W. MATTHIAS
COMMISSIONER

NICHOLAOS I. ECONOMOU
1ST ALTERNATE

THOMAS M. GIBBONS
2ND ALTERNATE

Aug. 21, 2015

Robert D. Cotter, PP, AICP
Jersey City Planning Director
30 Montgomery St., Suite 1400
Jersey City, NJ. 07302

RE: JERSEY CITY PLANNING DIVISION
OCEAN AVENUE SOUTH STUDY AREA

Dear Mr. Cotter:

This letter is to certify that more than 50% of the water and sewer infrastructure in the area delineated on the attached map is at least 50 years old. The water and sewer utilities in this area are in need of repair or substantial maintenance. A program of rehabilitation would rejuvenate these assets, prevent further deterioration of these systems, and promote overall development of this community.

Please contact me if you need any additional information.

Yours truly,

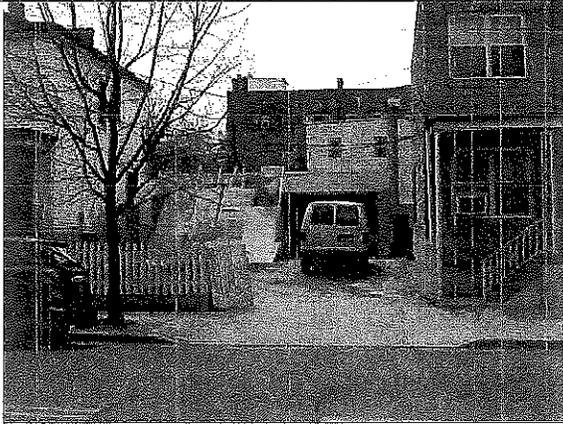
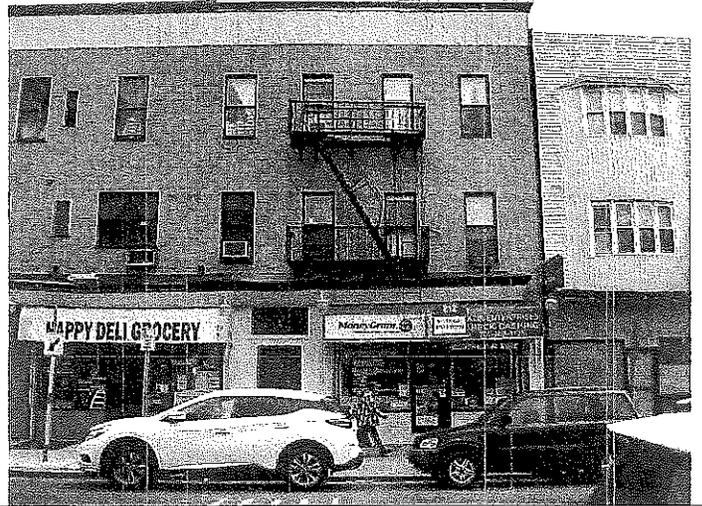
A handwritten signature in black ink, appearing to read "Rajiv Prakash".

Rajiv Prakash, PE

cc: Daniel Becht, Esq. Executive Director

Exhibit "B"
Photos of the Study Area
(photographed on Thursday, April 23, 2015)

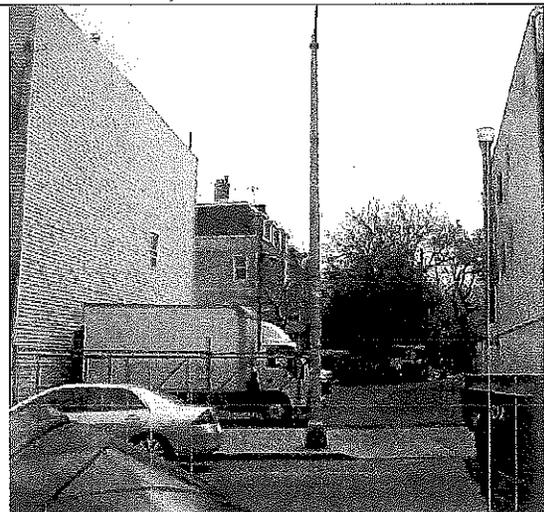
Block 28802, Lot 1 (four pictures)



Block 28802, Lot 47



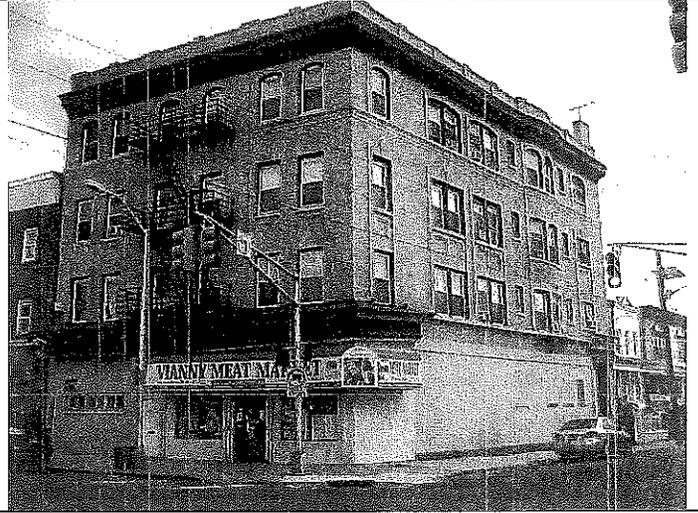
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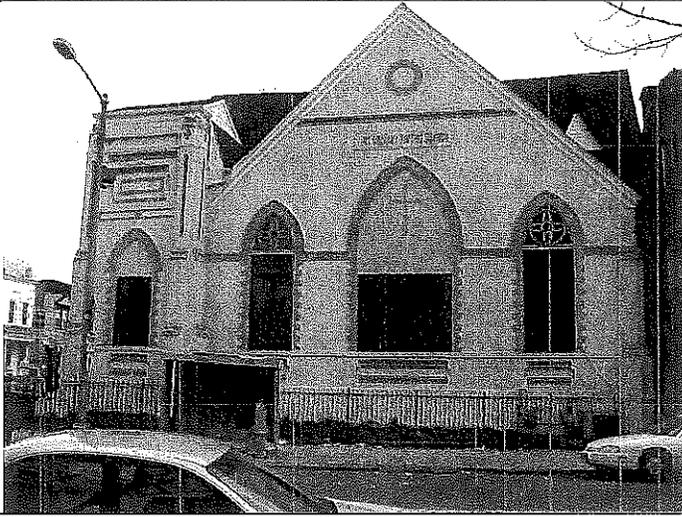
Block 28802, Lot 45



Block 28802, Lot 44



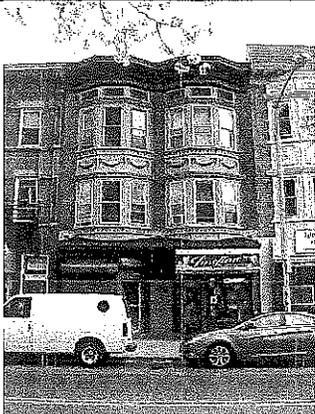
Block 29404, Lot 10



Block 29404, Lot 9



Block 29404, Lot 8



Block 29404, Lot 7



Block 29404, Lot 6



Block 29404, Lot 5



Block 29404, Lot 4



Block 29404, Lot 3



Block 29404, Lot 2



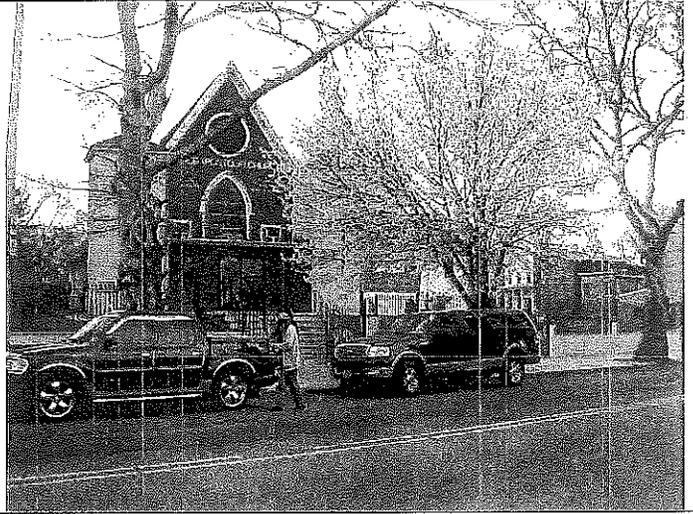
Block 29404, Lot 1



Block 29403, Lot 2



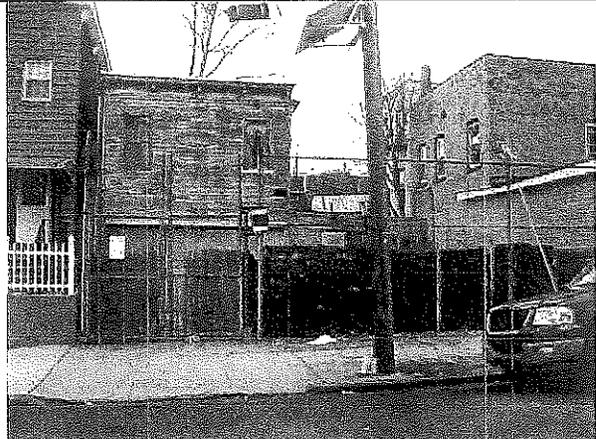
Block 29403, Lot 1



Block 29402, Lot 10



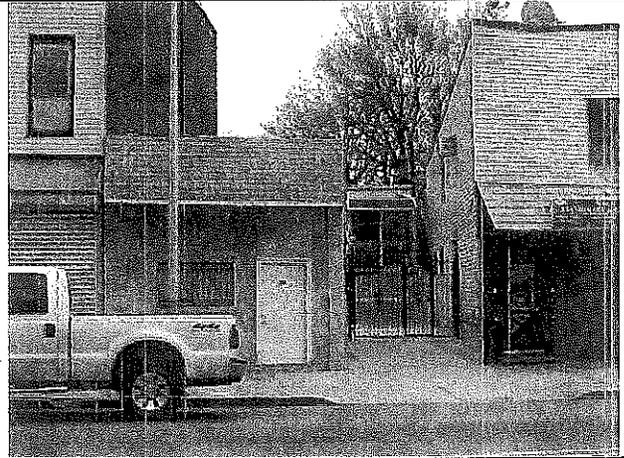
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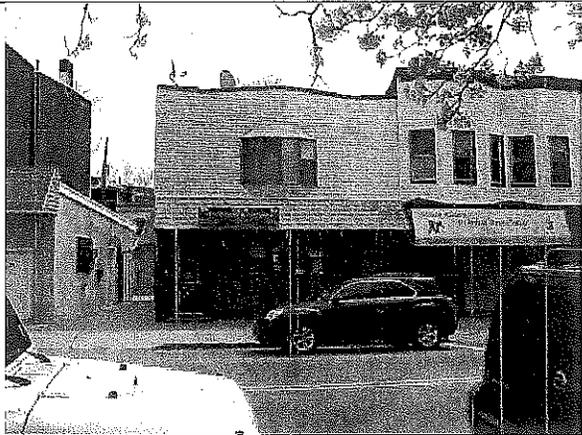
Block 29402, Lot 8



Block 29402, Lot 7



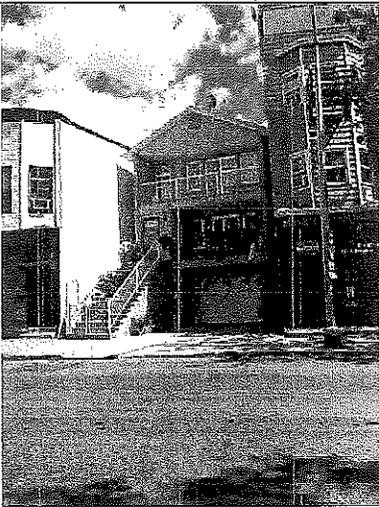
Block 29402, Lot 6



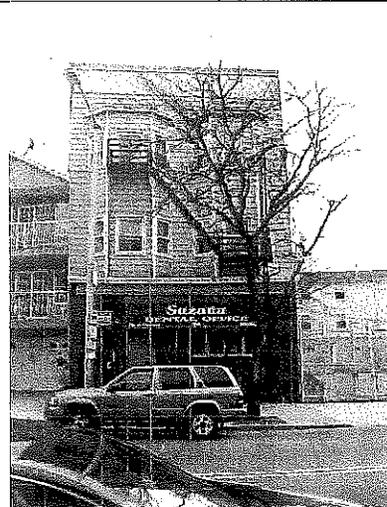
Block 29402, Lot 5



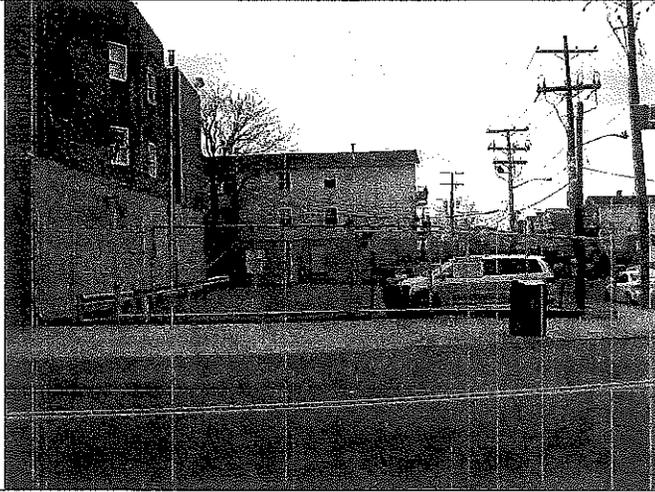
Block 29402, Lot 4 (Taken on July 23, 2015)



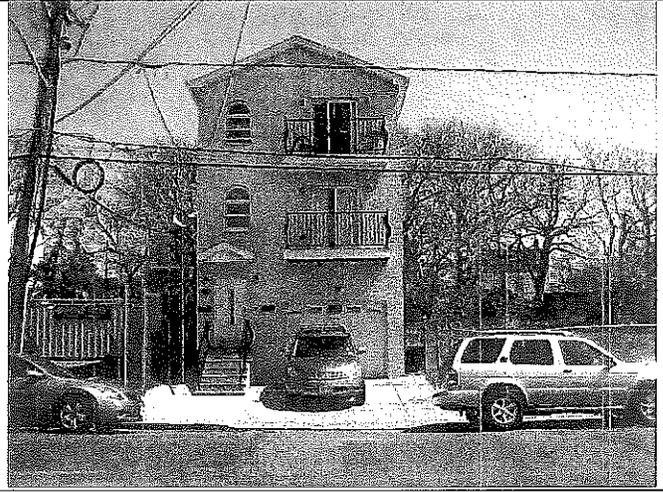
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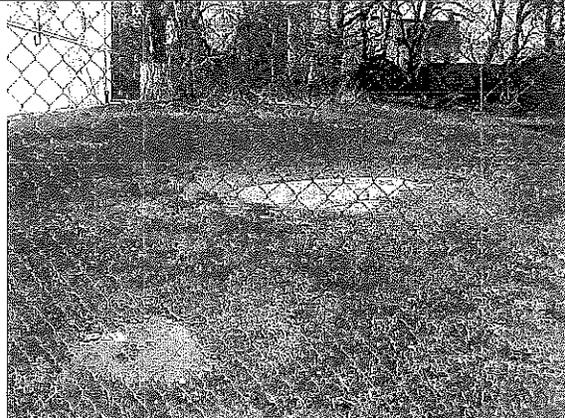
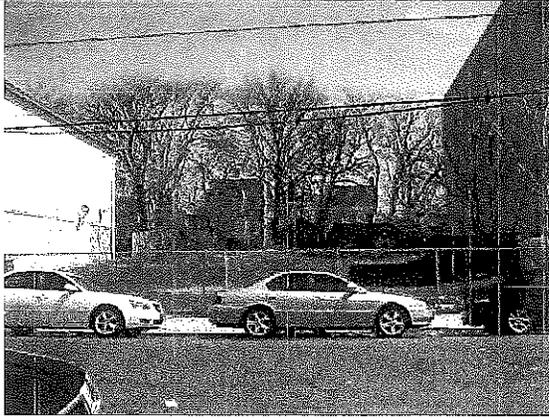
Block 29402, Lot 2 and 1



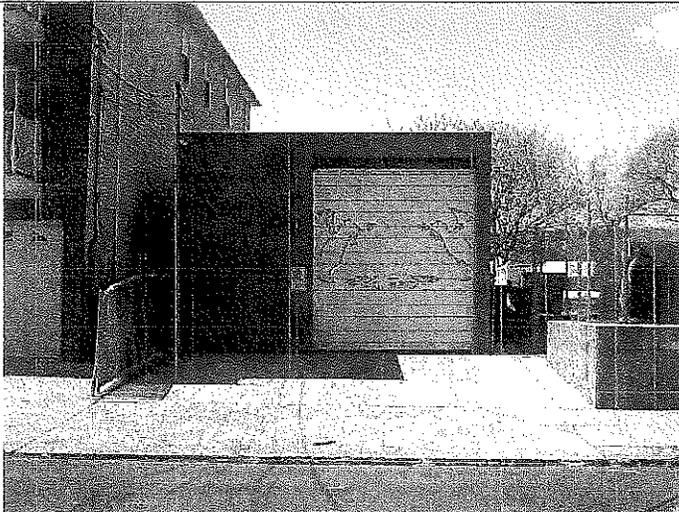
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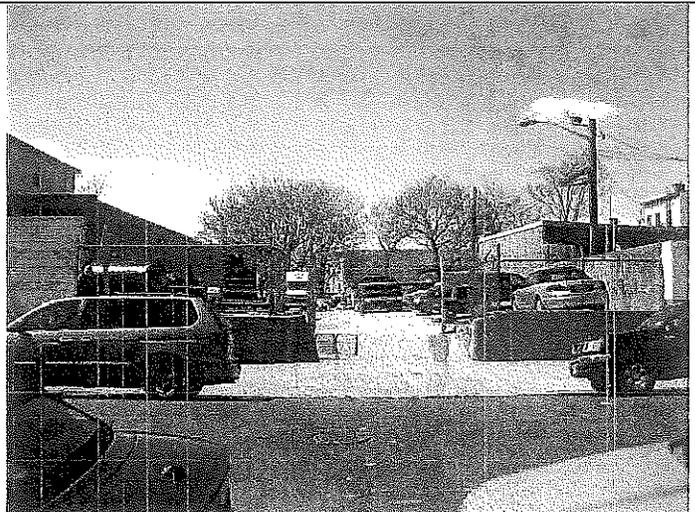
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Block 29401, Lot 14



Block 29401, Lot 13 and 12



Block 29401, Lot 11

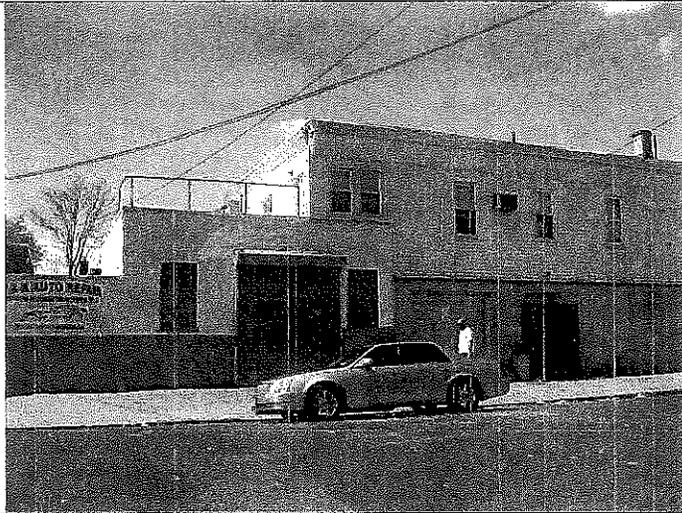


Block 29401, Lot 10



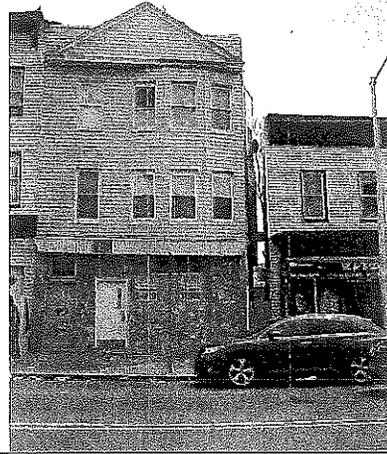
Block 29401, Lot 10 (continued - four pictures)





Block 29401, Lot 9

Block 29401, Lot 8



Block 29401, Lot 7

Block 29401, Lot 6



Block 29401, Lot 5



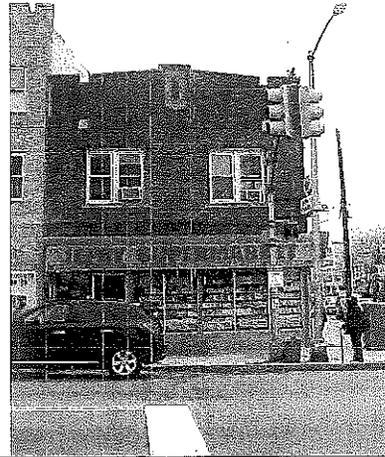
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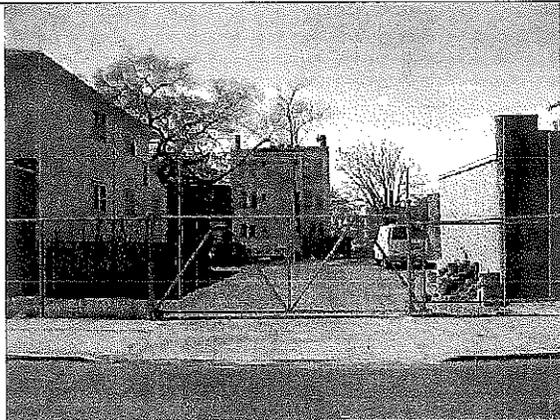
Block 29401, Lot 3 and 2



Block 29401, Lot 1



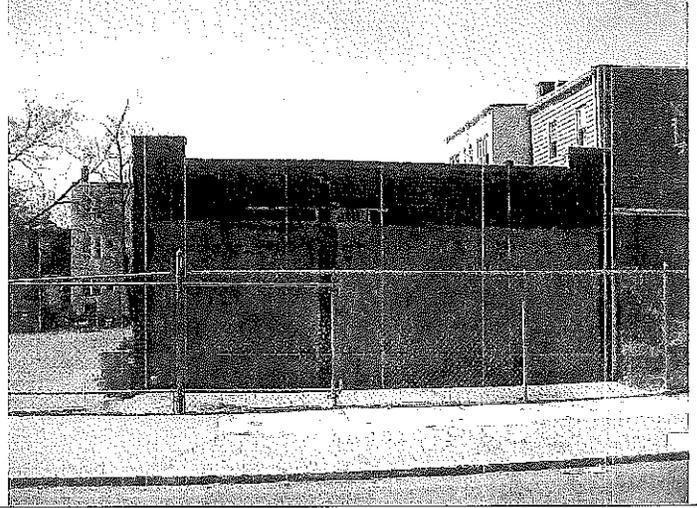
Block 30101, Lot 3



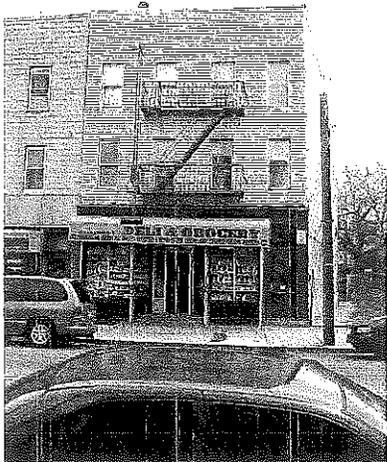
Block 30101, Lot 1



Block 30101, Lot 2 (two pictures)



Block 30101, Lot 37



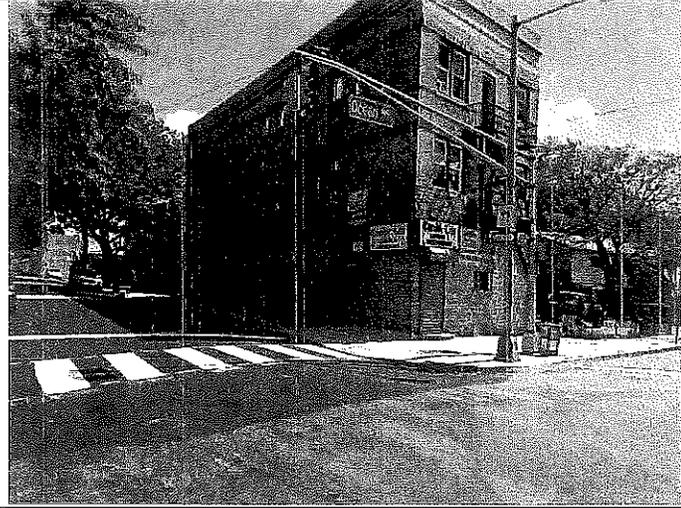
Block 30101, Lot 36, 35 and 34



Block 30101, Lot 33



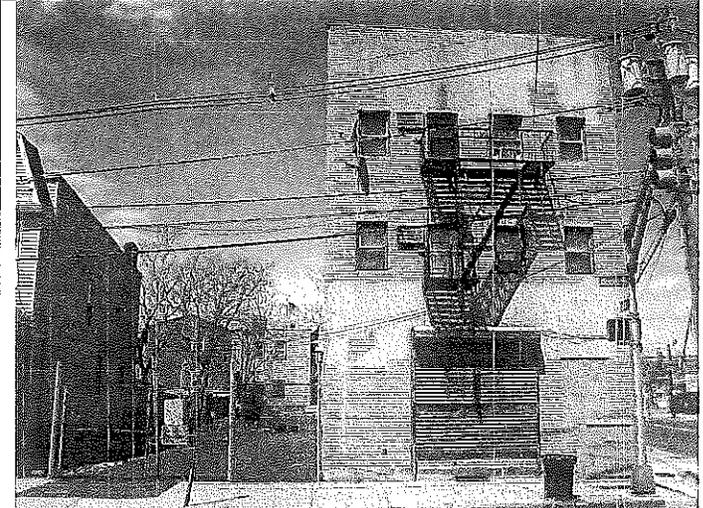
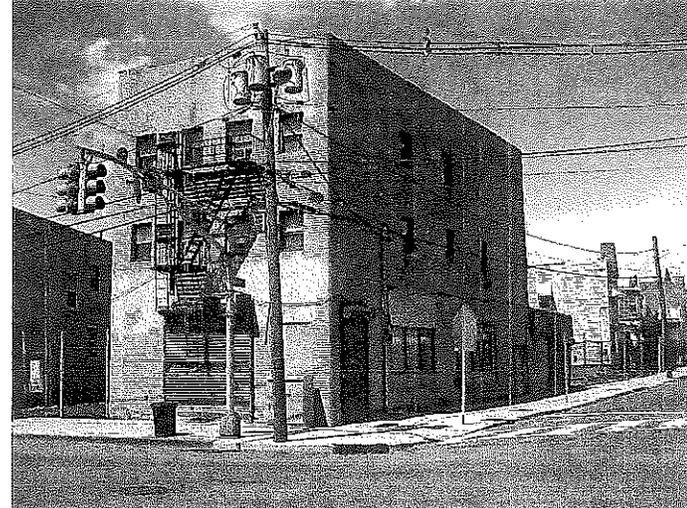
Block 30003, Lot 22 (Taken on July23, 2015)



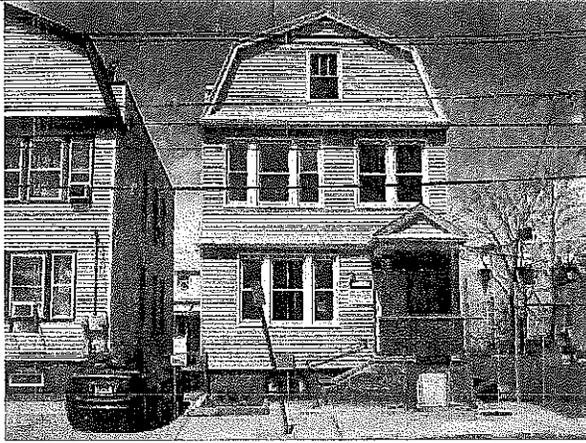
Block 30003, Lot 21 (Taken on July23, 2015)



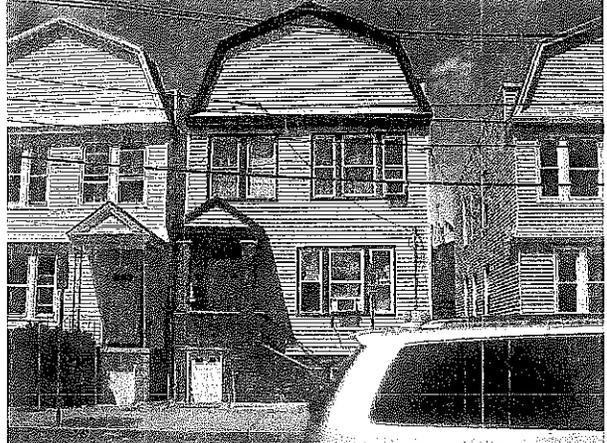
Block 30001, Lot 14 (three pictures)



Block 30001, Lot 15



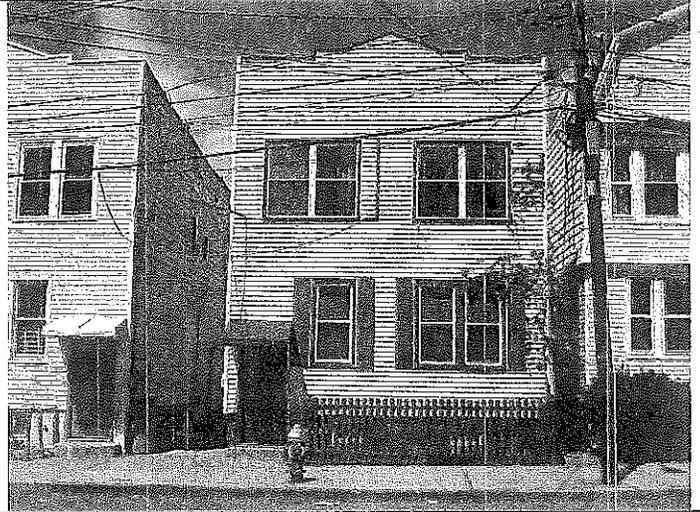
Block 30001, Lot 16



Block 30001, Lot 17



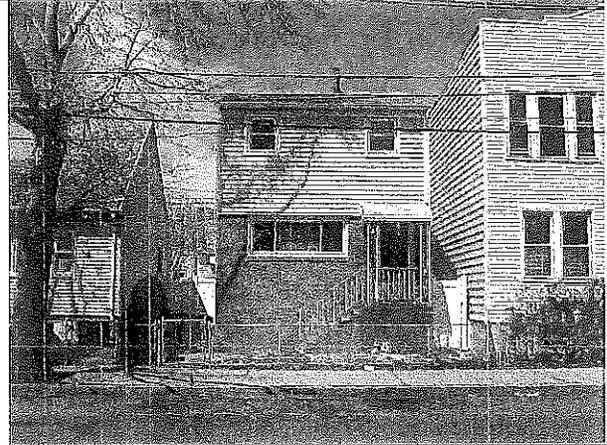
Block 30001, Lot 18



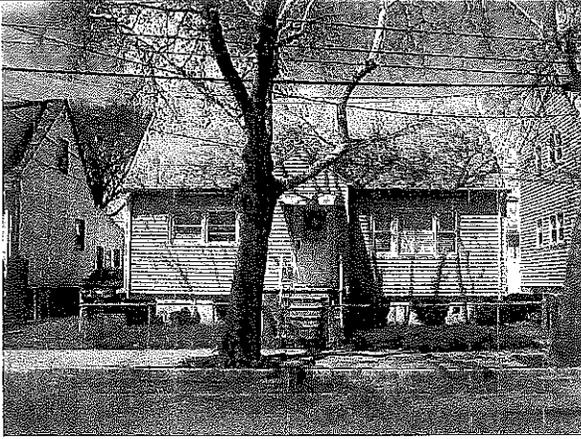
Block 30001, Lot 19



Block 30001, Lot 20



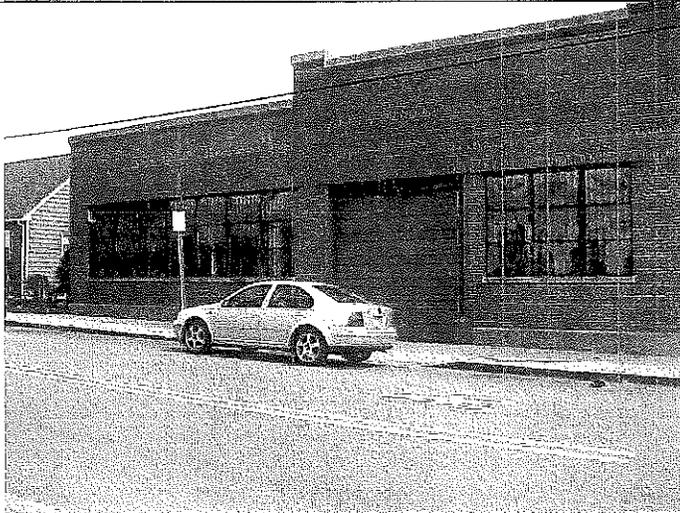
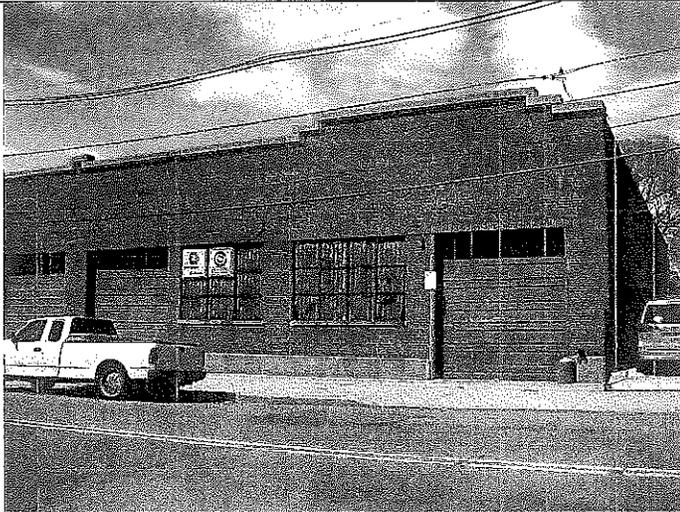
Block 30001, Lot 21



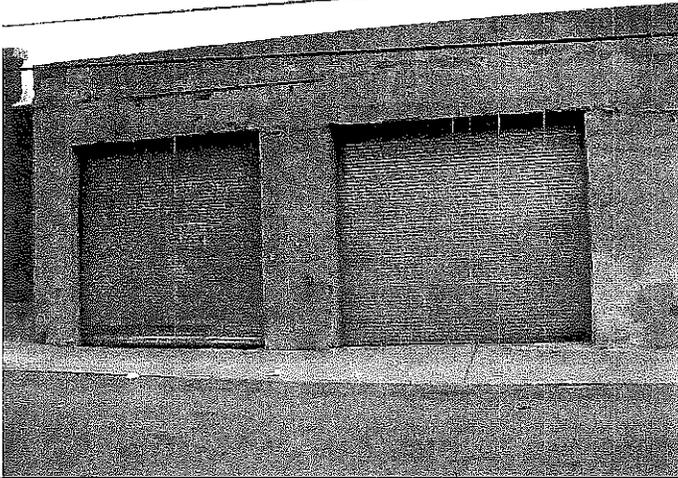
Block 30001, Lot 22



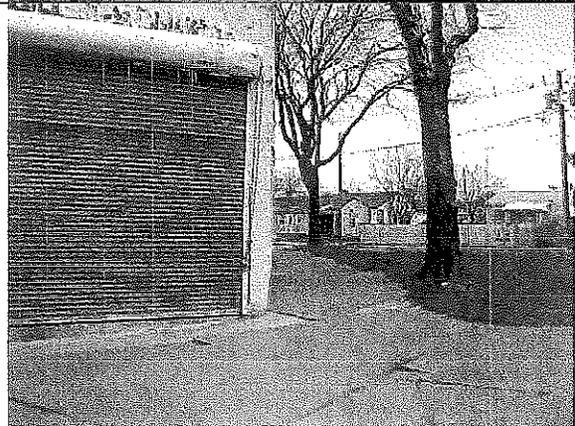
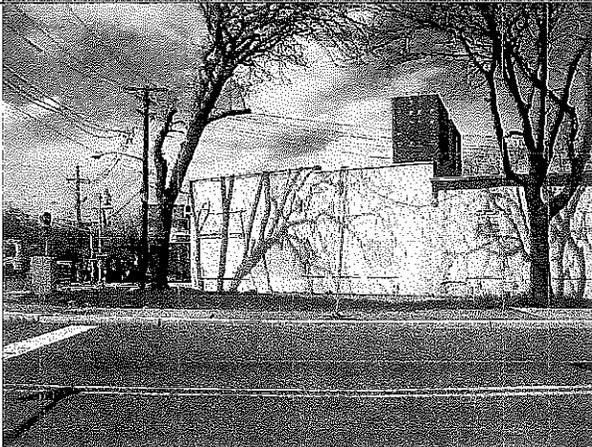
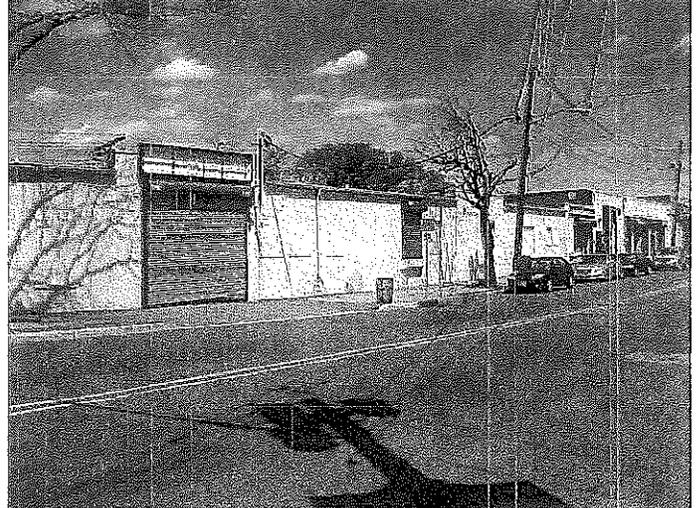
Block 30001, Lot 3 (four pictures)

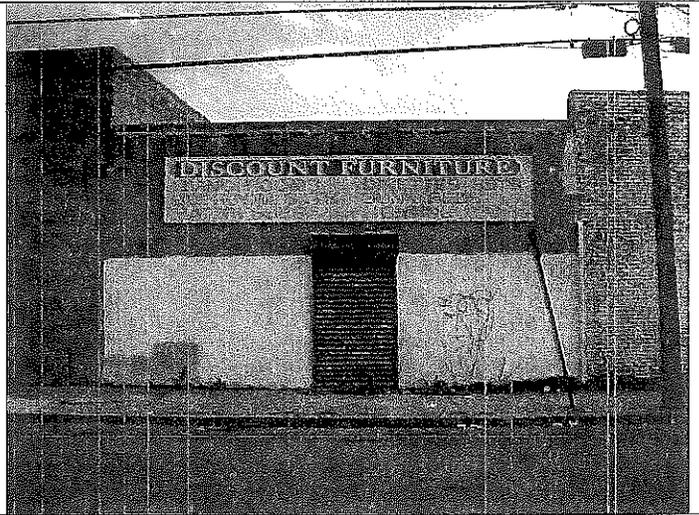
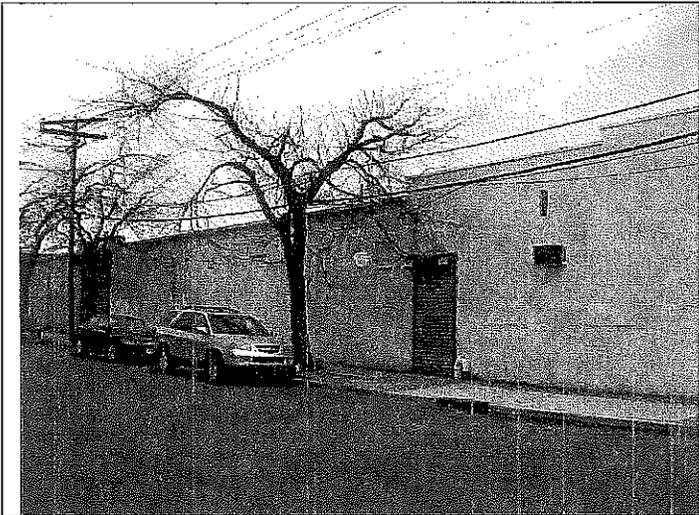


Block 30001, Lot 2 (two pictures)

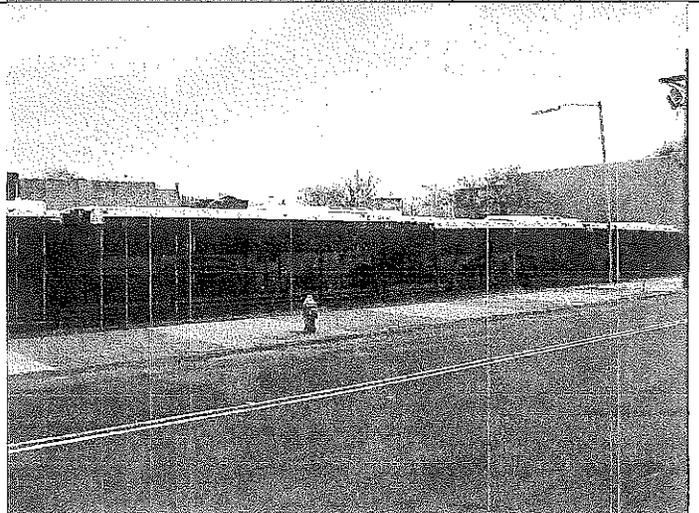
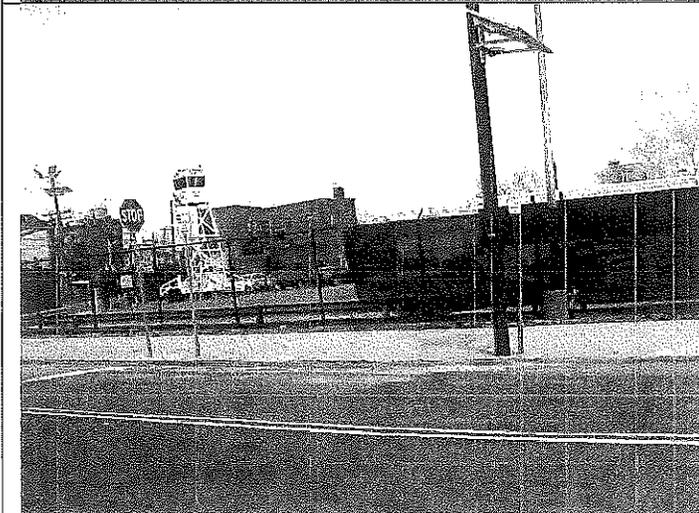
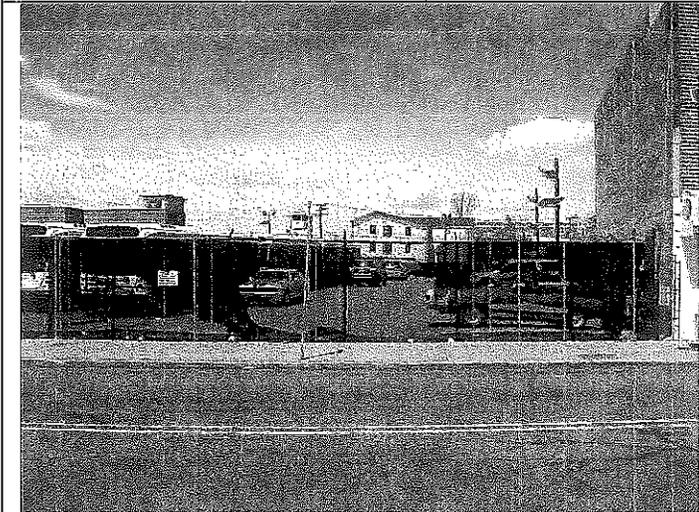


Block 30001, Lot 1 (six pictures)

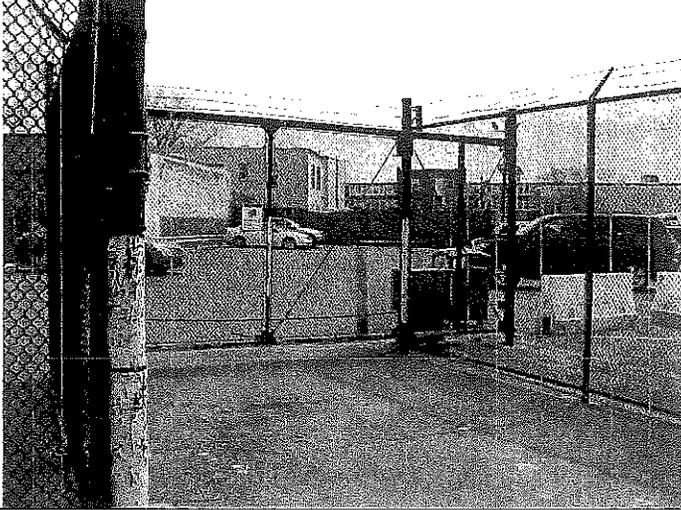




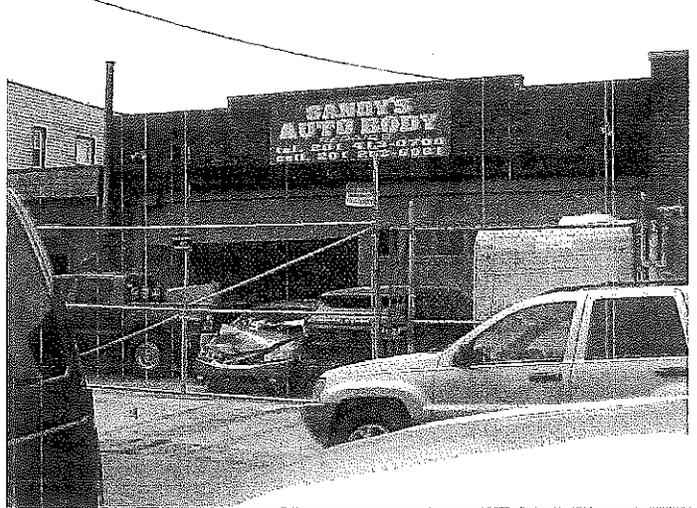
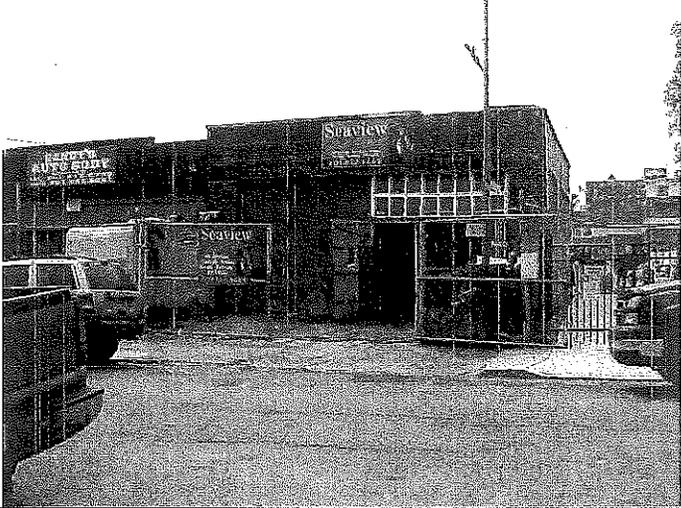
Block 30002, Lot 1 (four pictures)



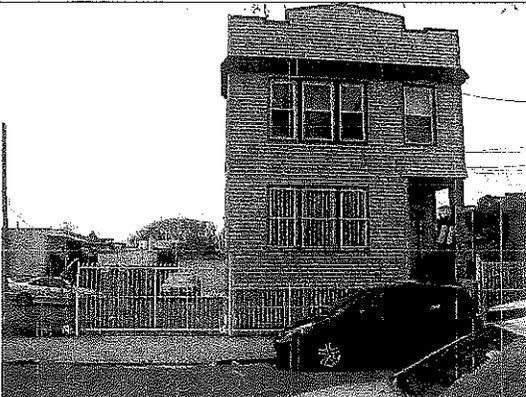
Block 30002, Lot 2



Block 30002, Lot 4 (two pictures)



Block 30002, Lot 5



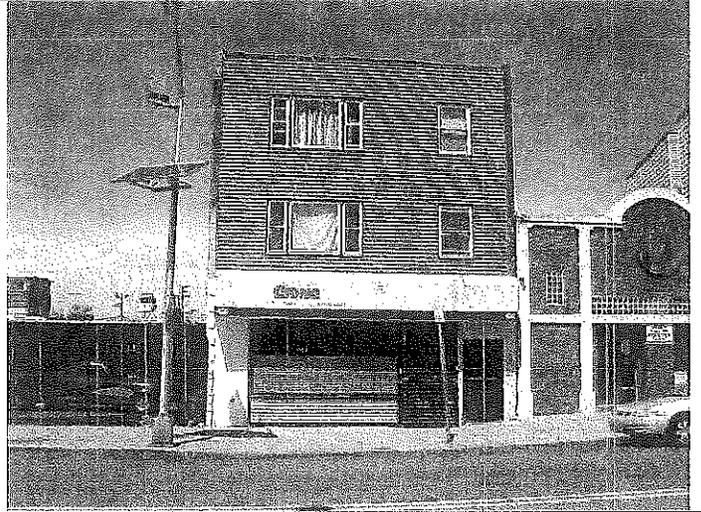
Block 30002, Lot 6 (two pictures)



Block 30002, Lot 7



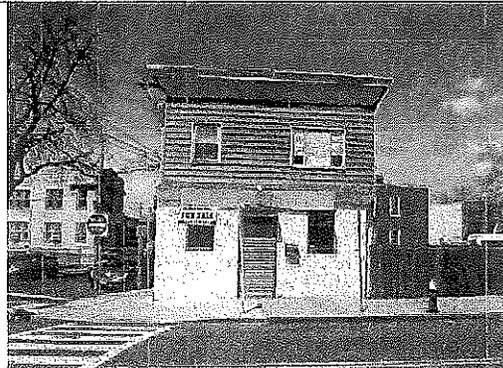
Block 30002, Lot 8



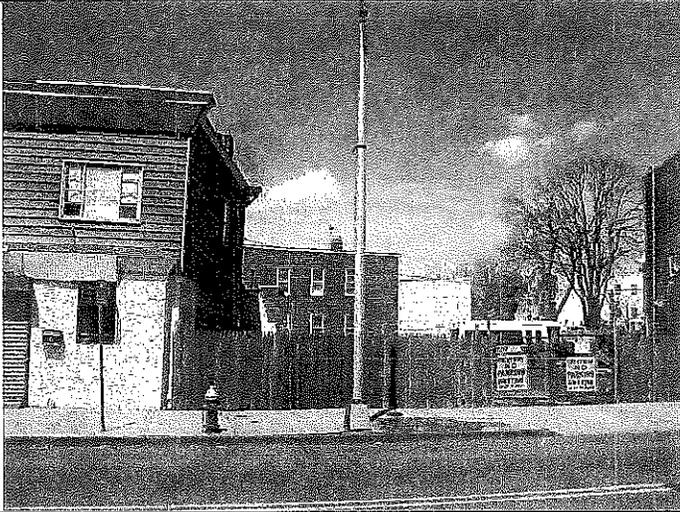
Block 29301, Lot 25



Block 29301, Lot 24



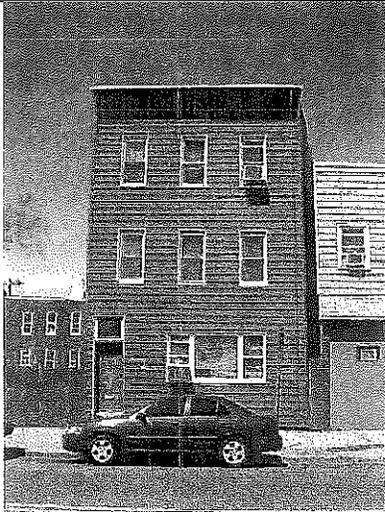
Block 29301, Lot 23



Block 29301, Lot 22



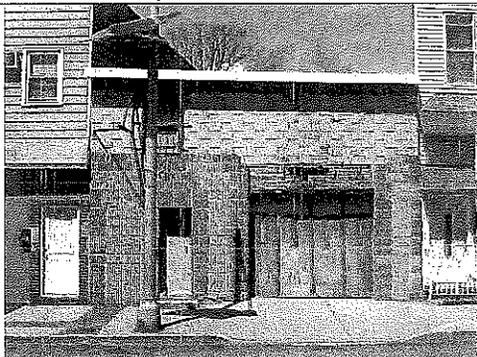
Block 29301, Lot 21



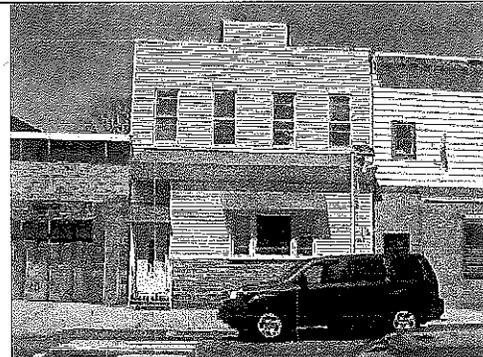
Block 29301, Lot 20



Block 29301, Lot 19



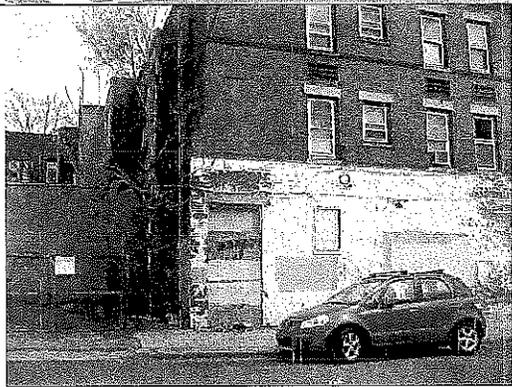
Block 29301, Lot 18



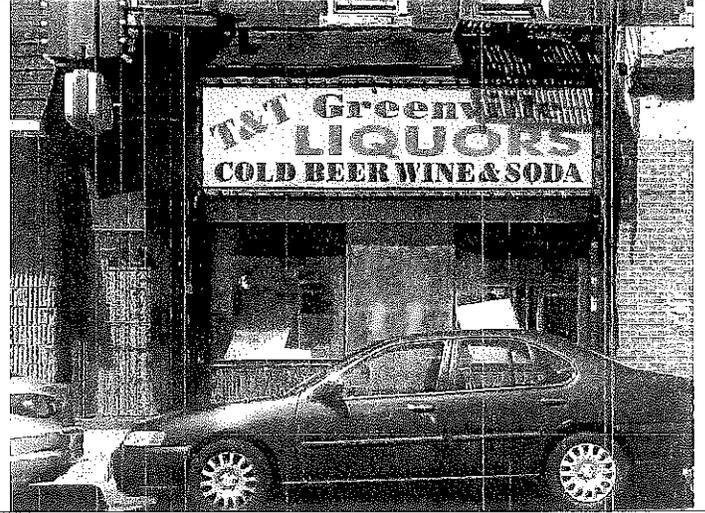
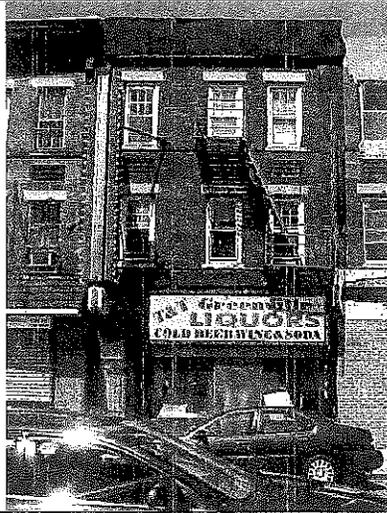
Block 29301, Lot 17



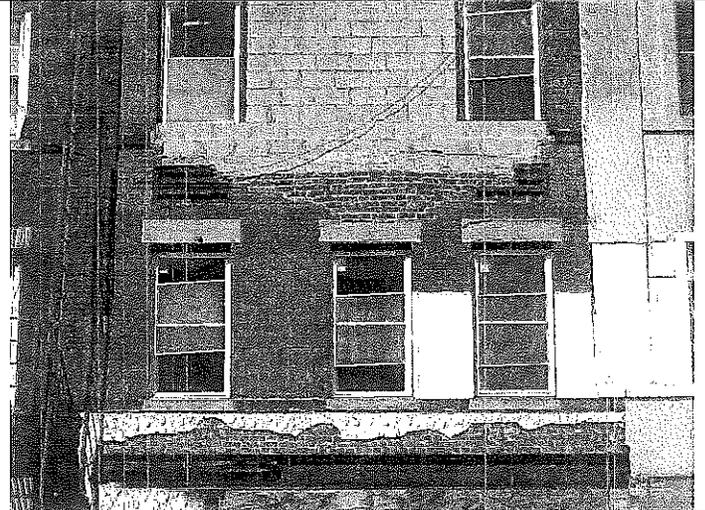
Block 29302, Lot 31 (four pictures)



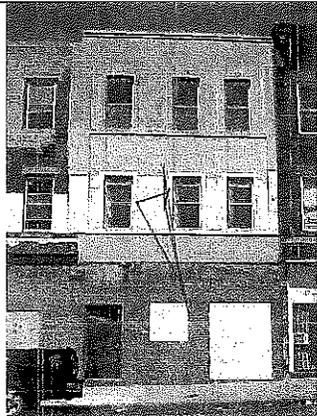
Block 29302, Lot 30 (two pictures)



Block 29302, Lot 29 (two pictures)



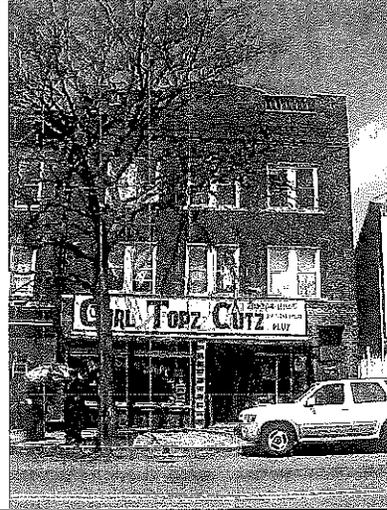
Block 29302, Lot 28 (two pictures)



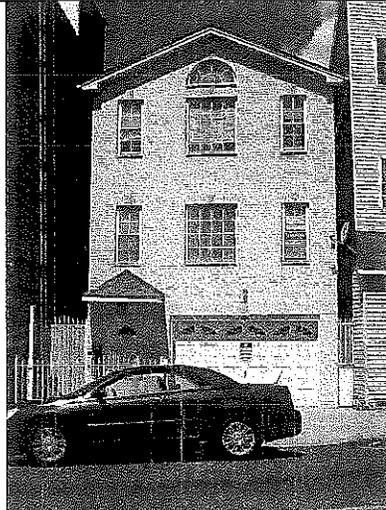
Block 29302, Lot 27



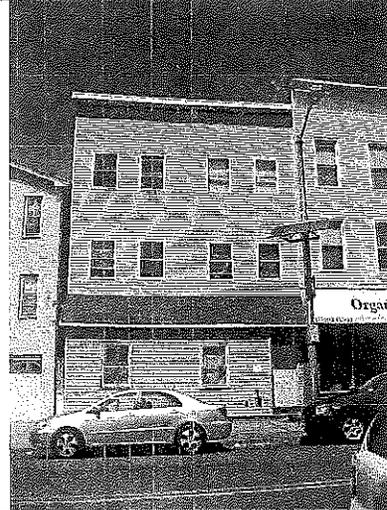
Block 29302, Lot 26



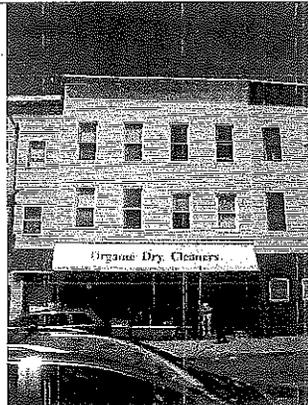
Block 29302, Lot 25



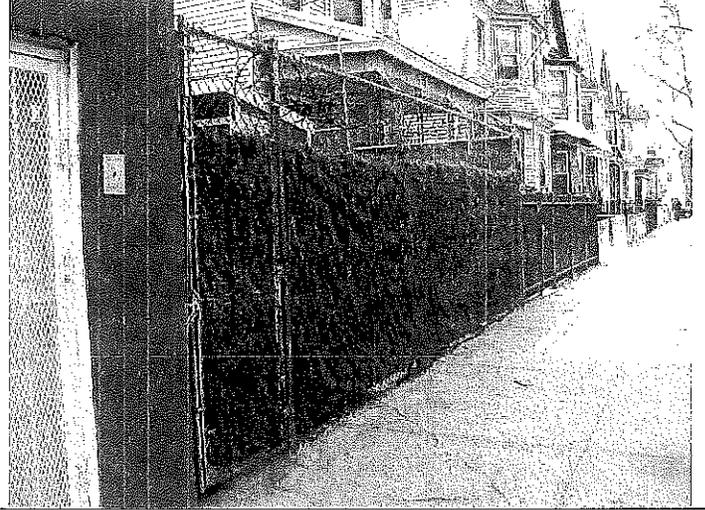
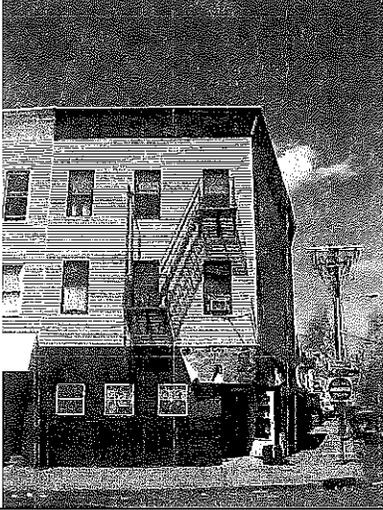
Block 29302, Lot 24



Block 29302, Lot 23



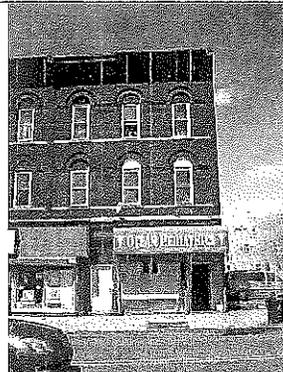
Block 29302, Lot 22 (two pictures)

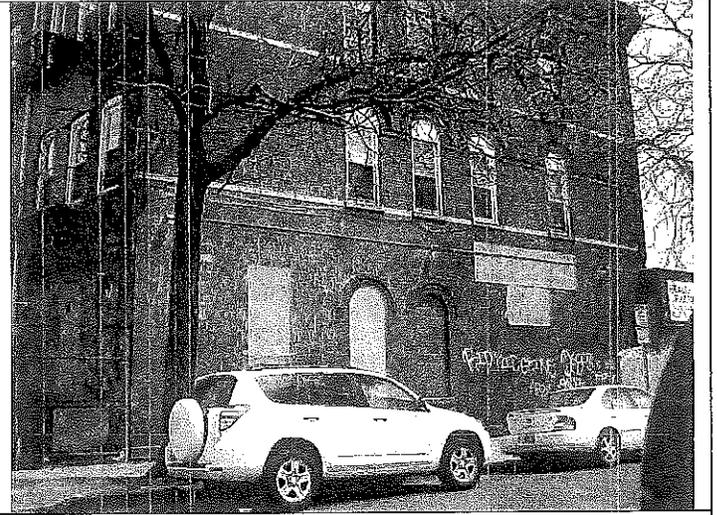
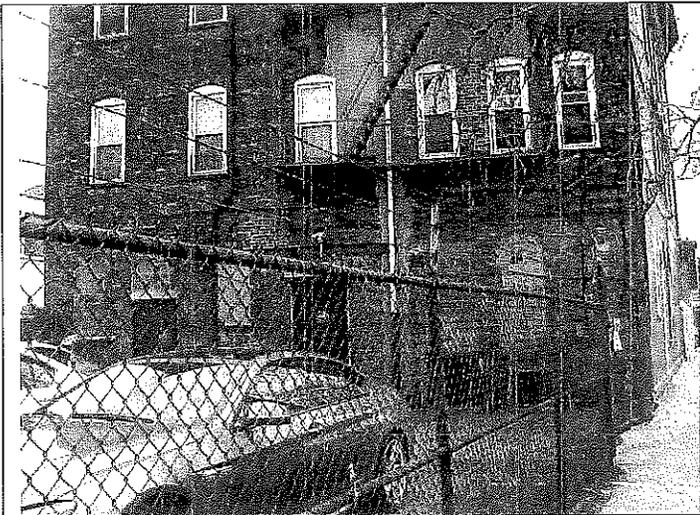


Block 29303, Lot 24 and 23 (two pictures)



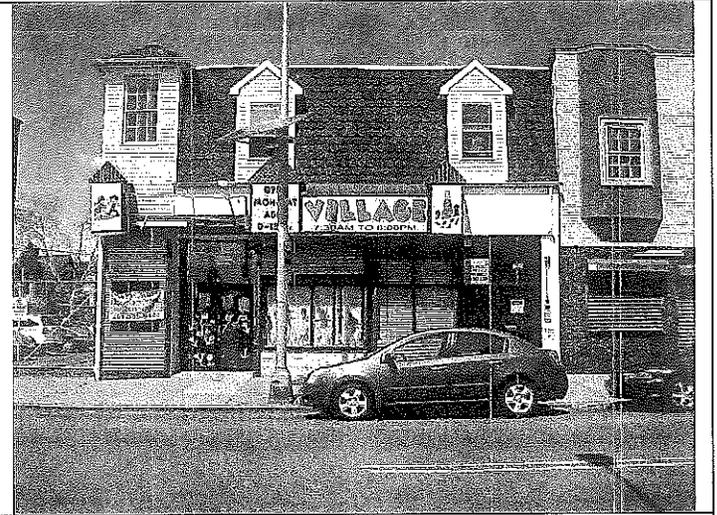
Block 29303, Lot 22 (four pictures)





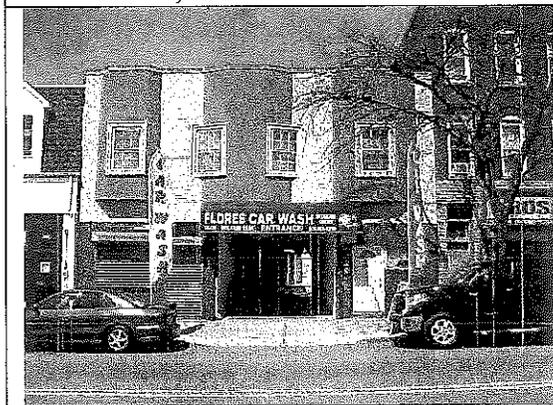
Block 29303, Lot 21 and 20

Block 29303, Lot 19

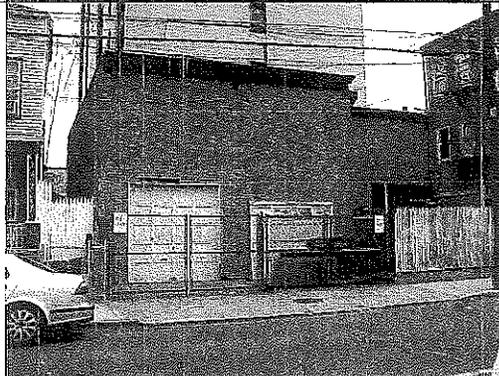
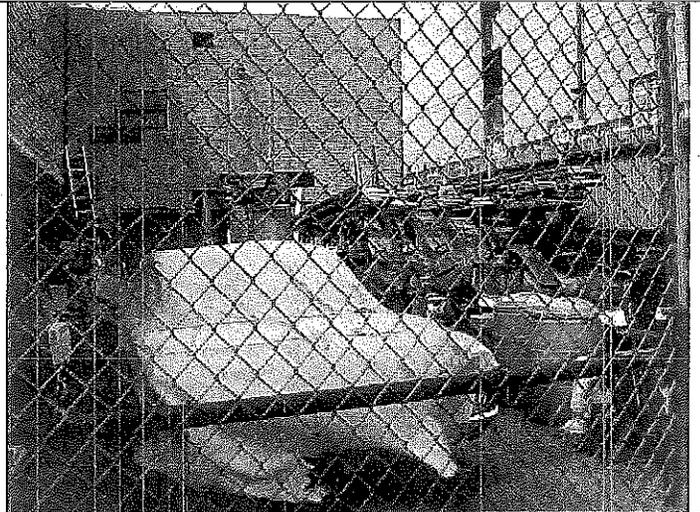
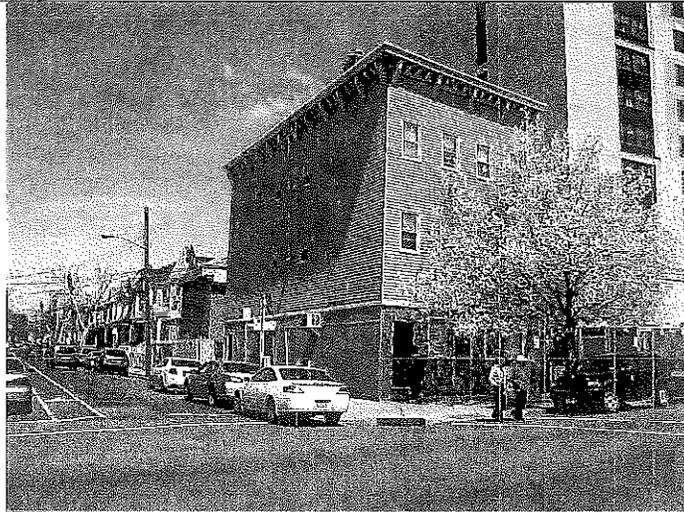


Block 29303, Lot 18

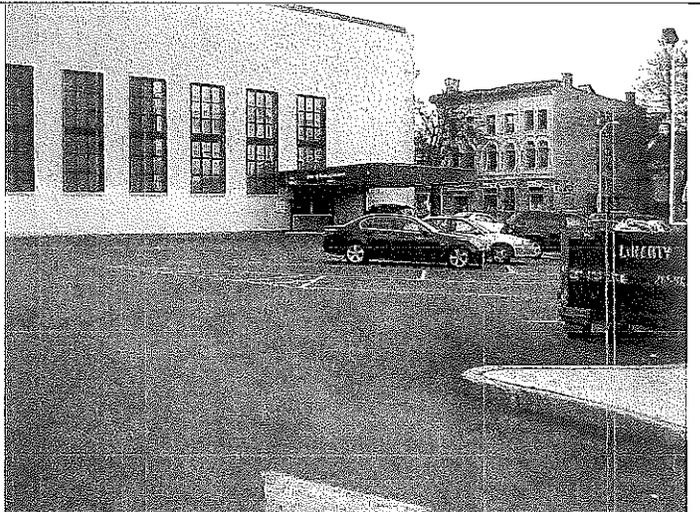
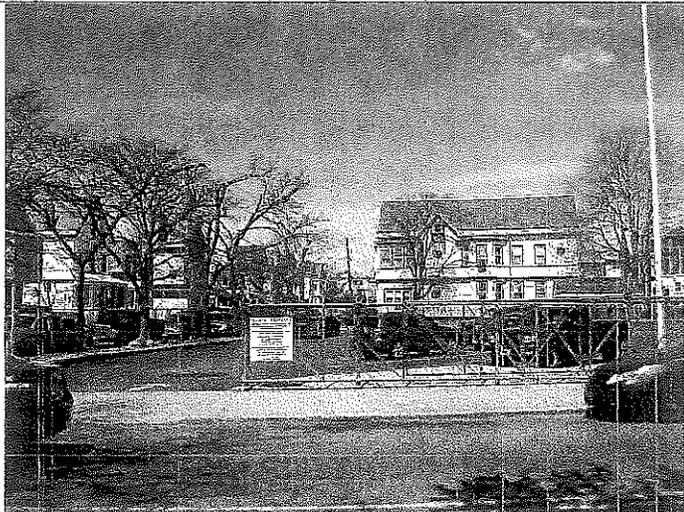
Block 29303, Lot 17

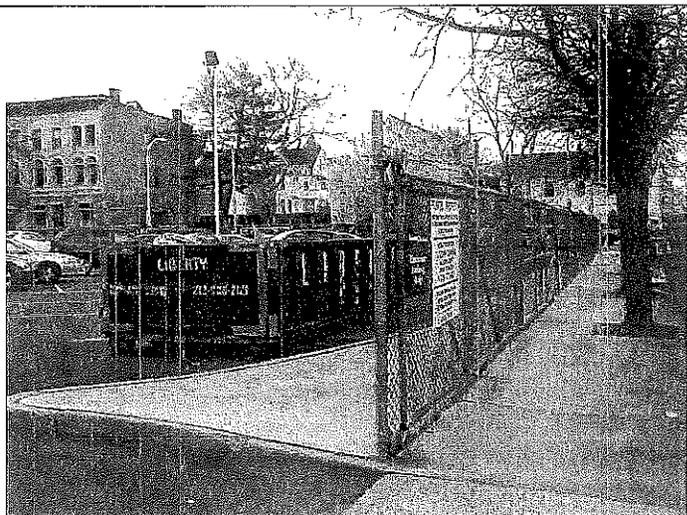
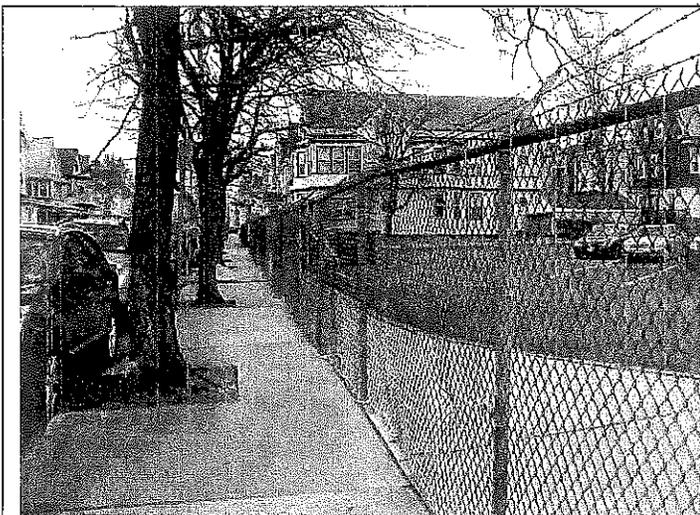


Block 29304, Lot 22 (three pictures)

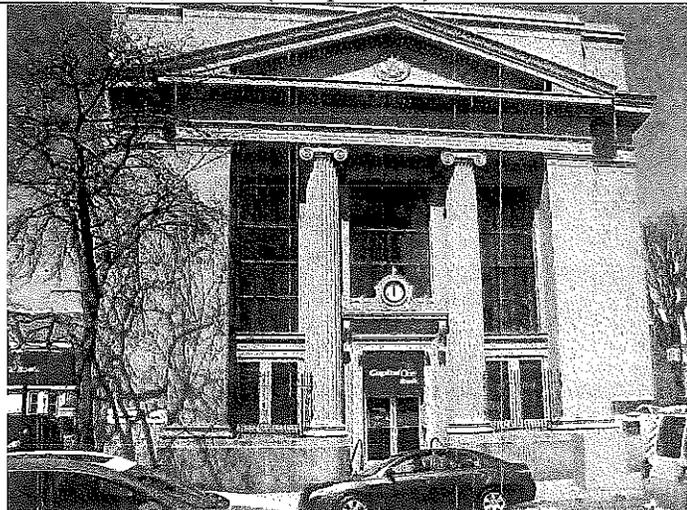


Block 29305, Lot 19 (four pictures)

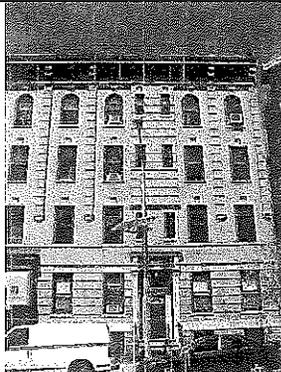


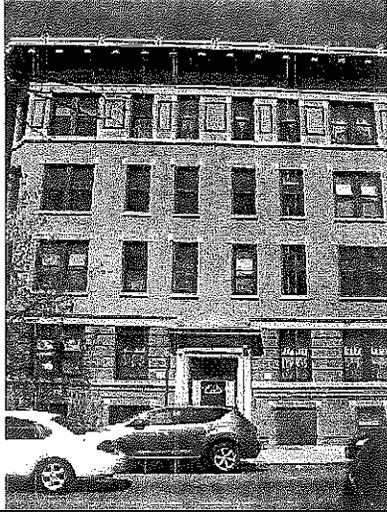


Block 29303, Lot 18 (two pictures)

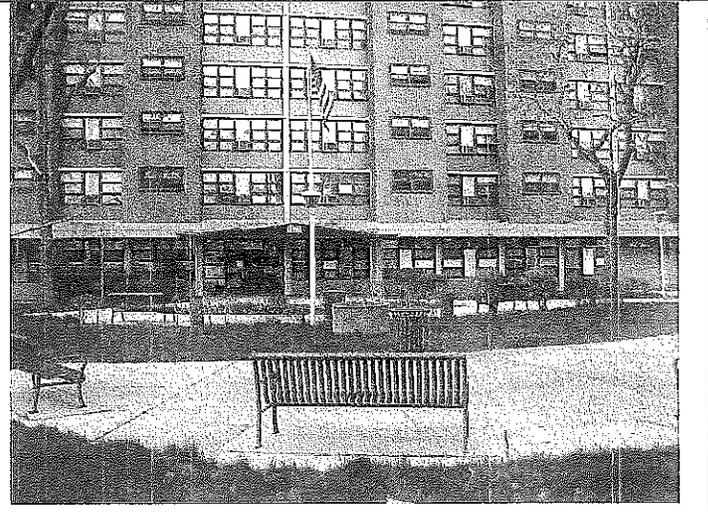


Block 28702, Lot 11 (four pictures)



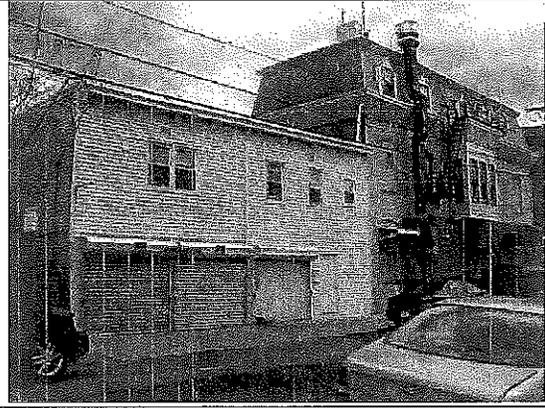
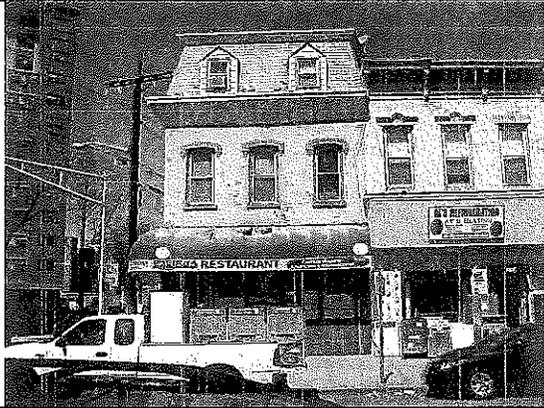


Block 28702, Lot 10 (six pictures)





Block 28701, Lot 35 (two pictures)



Block 28701, Lot 34

Block 28701, Lot 33



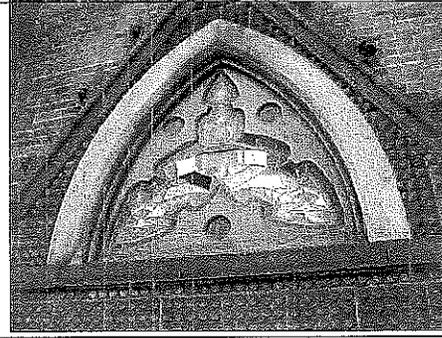
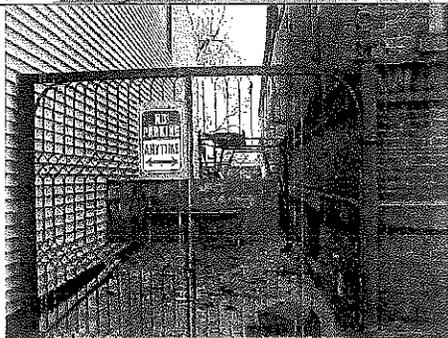
Block 28701, Lot 32



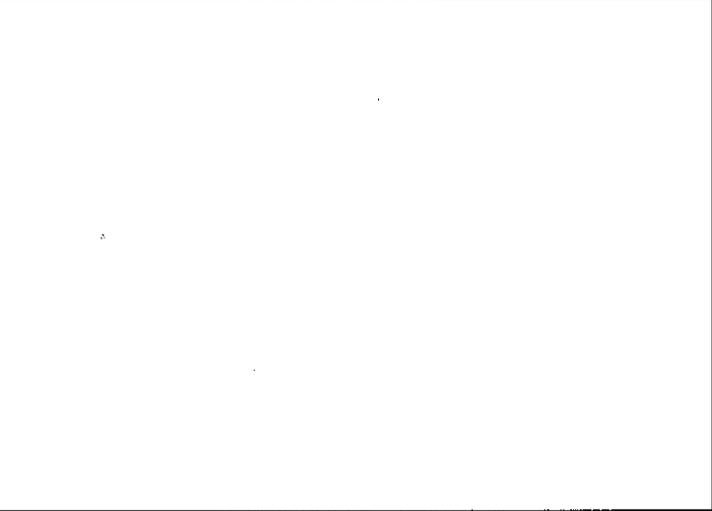
Block 28701, Lot 31



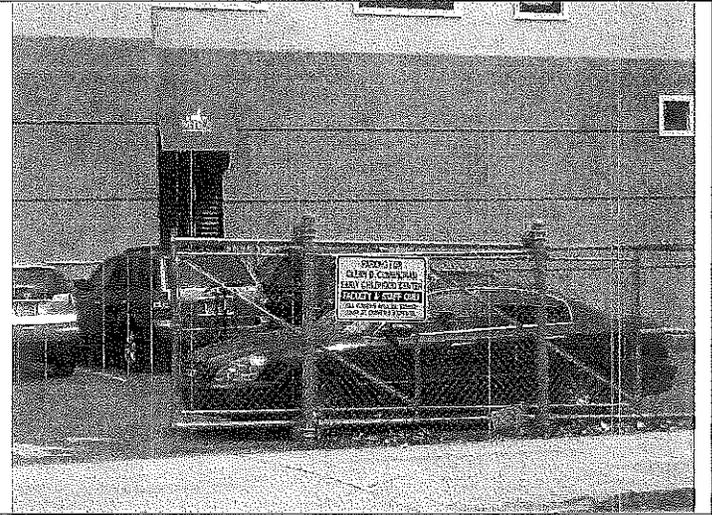
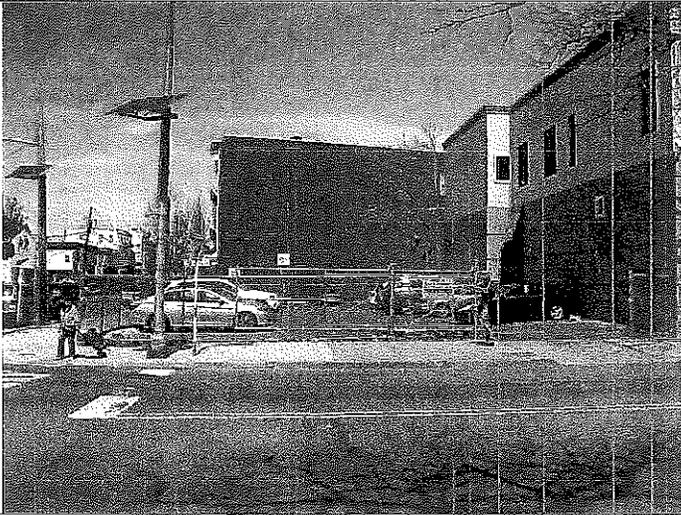
Block 28701, Lot 30 (four pictures)



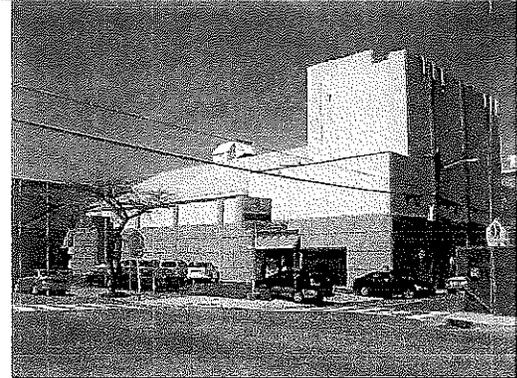
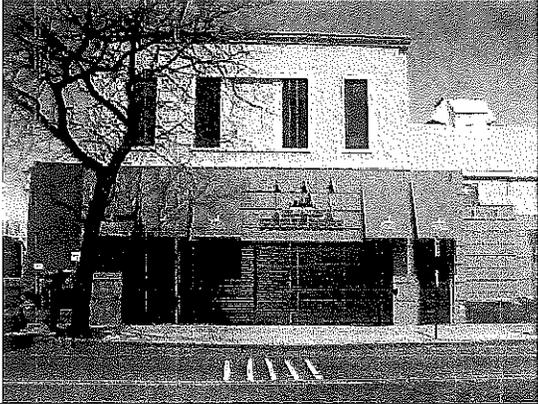
Block 28204, Lot 27



Block 28204, Lot 26 (two pictures)



Block 28204, Lot 25 and 24 (two pictures)



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

City Clerk File No. Res. 15.815

Agenda No. 10.E

Approved: NOV 24 2015

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION
OF CONDITIONS OF SELECTED PROPERTIES IN THE RIVERVIEW ARTS DISTRICT AS AN
AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

WHEREAS, pursuant to NJSA 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, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and

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

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

WHEREAS, the Municipal Council on June 21, 1999 adopted a resolution declaring a portion of the original Vacant Buildings Study Area as an "area in need of redevelopment"; and

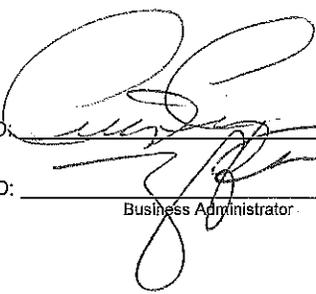
WHEREAS, the Vacant Buildings Redevelopment Plan was adopted by the Municipal Council on August 18, 1999 and last amended on October 28, 2015; and

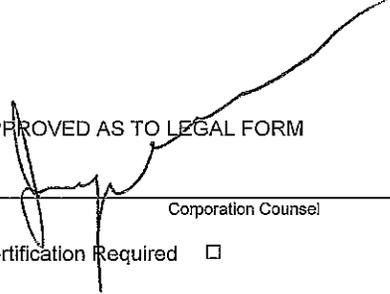
WHEREAS, new proposed lots contain dilapidated and obsolete structures, and appear to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the proposed lots for incorporation are consistent with the following addresses (block, lot): 461-463 Palisade Avenue (03001, 00021-00022), 454 Palisade Avenue (03002, 00013), 364-366 Palisade Avenue (05101, 00037-00001), 201 New York Avenue (03805, 00019), and 197 Webster Avenue (02904, 00018).

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 properties to determine if said study area qualifies as an "area in need of redevelopment," an "area in need of rehabilitation," or as a "Non-Condensation Redevelopment Area" without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

Robert D. Cotter
Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required

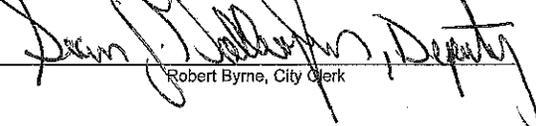
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11 24 15											
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

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

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 OF SELECTED PROPERTIES IN THE RIVERVIEW ARTS DISTRICT AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director of City Planning
	Willow Latham	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org/ wlatham@jcnj.org

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

Purpose

This resolution authorizes the planning board to do a preliminary investigation to study the condition of five properties for possible incorporation into the Scatter Site Redevelopment Plan. The Scatter Site Redevelopment Plan, formerly known as the Vacant Buildings Redevelopment Plan, was originally adopted by council in 1999 and the goal of the plan is bring scatter-site vacant buildings back into productive use.

The proposed lots for incorporation are consistent with the following addresses (block, lot): 461-463 Palisade Avenue (03001, 00021-00022), 454 Palisade Avenue (03002, 00013), 364-366 Palisade Avenue (05101, 00037-00001), 201 New York Avenue (03805, 00019), and 197 Webster Avenue (02904, 00018).

I certify that all the facts presented herein are accurate.

RP Cotter 11/16/15



Signature of Department Director

11/16/15
Date

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

City Clerk File No. Res. 15.816

Agenda No. 10.F

Approved: NOV 24 2015

TITLE:



A RESOLUTION OF THE CITY COUNCIL AUTHORIZING CONSENT FORMS TO BE EXECUTED ON BEHALF OF THE CITY IN CONNECTION WITH EXISTING AND PROPOSED IMPROVEMENTS IN THE CITY'S PUBLIC RIGHT-OF-WAY AREAS ADJACENT TO AND SURROUNDING PROPERTY LOCATED AT 133 SECOND STREET AND DESIGNATED AS BLOCK 11503, LOT 1

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, PS First Hudson Urban Renewal, LLC ("Applicant") is the owner of property located at 133 Second Street and designated as Block 11503, Lot 1 on the Tax Map of the City of Jersey City ("Property"); and

WHEREAS, the Property is fully developed with an existing building commonly known the Merchants' Refrigeration Company Warehouse ("Building"); and

WHEREAS, pre-existing structures and improvements related to the Building are presently located within portions of lands located within the public right-of-way areas, known as First Street, Second Street, Provost Street and Warren Street, adjacent to the Property ("Existing Right-of-Way Improvements"); and

WHEREAS, the Applicant intends to make application to the Jersey City Historic Preservation Commission as well as the Jersey City Planning Board (collectively referred to as the "Development Applications") in order to rehabilitate the Building and Existing Right-of-Way Improvements (collectively the "Development Area") and the Applicant additionally proposes to install improvements within the Development Area; and

WHEREAS, the improvements that may be made within the Development Area, include but are not limited to, repair of the Building's façade and loading docks, repair of the existing stairways, the construction of handicap-accessible ramps, the construction of new sidewalks, construction of concrete curbs, the reconstruction of drainage structures, the construction of utility infrastructures, installation of street lighting, and the removal and replacement of the existing canopies that will be located within the First Street, Second Street, Provost Street and Warren Street right-of-ways (collectively the "Development Area Improvements"); and

WHEREAS, permission is hereby granted in order for the Applicant to make such Development Applications that include the Development Area Improvements; and

WHEREAS, the City Council authorizes the City of Jersey City Business Administrator to execute any ownership consent forms, authorizations or other documents necessary for the Applicant to make the Development Applications, including the Development Area Improvements with the consent of the City; and

City Clerk File No. Res. 15.816

Agenda No. 10.F

TITLE: NOV 24 2015

WHEREAS, except for the authorizations contained in this Resolution the City Council and the City take no official position on the outcome of the Development Applications as jurisdiction over the Development Applications and the merits thereof are reserved for the applicable reviewing bodies pursuant to N.J.S.A. 40:55D-1, et esq. and N.J.S.A. 40A:12A-1 et seq.; and

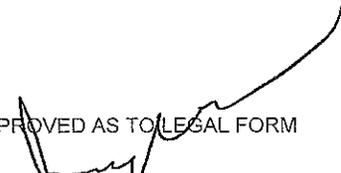
WHEREAS, in the event that the Development Applications are approved, the City and the Applicant may enter into a franchise agreement or other agreement, as deemed necessary by the City, in order for the Development Area Improvements to be constructed.

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

1. The recitals contained in this Resolution contain states of fact and/or expressions of intention and are made part of the substance of this Resolution.
2. The City Council consents to the filing of the Development Applications and the inclusion of the Development Area Improvements in such Development Applications.
3. The City Council authorizes the City's Business Administrator to execute any ownership consent forms, authorizations or documents necessary for the Applicant to make the Development Applications with the City's consent.
4. This Resolution shall take effect in accordance with applicable law.

APPROVED: 

 Business Administrator

APPROVED AS TO LEGAL FORM 

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
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.	✓		

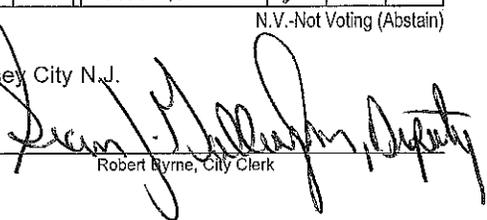
✓ Indicates Vote

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 Resolution

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING CONSENT FORMS TO BE EXECUTED ON BEHALF OF THE CITY IN CONNECTION WITH EXISTING AND PROPOSED IMPROVEMENTS IN THE CITY'S PUBLIC RIGHT-OF-WAY AREAS ADJACENT TO AND SURROUNDING PROPERTY LOCATED AT 133 SECOND STREET AND DESIGNATED AS BLOCK 11503, LOT 1

Initiator

Department/Division	Housing Economic Development & Commerce	City Planning
Name/Title	Robert Cotter	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

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

Resolution Purpose

This Resolution authorizes the Business Administrator to execute consent forms, authorizations or other documents necessary for PS First Hudson Urban Renewal, LLC ("the Applicant") to make Development Area Improvements on City land located within the public right-of-way areas along First Street, Second Street, Provost Street and Warren Street, adjacent to the Applicant's property.

I certify that all the facts presented herein are accurate.



November 16, 2015

Signature of Department Director

Date

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

City Clerk File No. Res. 15-817

Agenda No. 10-G

Approved: NOV 24 2015



TITLE:

RESOLUTION RATIFYING AN AGREEMENT WITH PAETEC FOR TELECOMMUNICATIONS SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through the Department of Public Safety maintains the operation of Radio Systems for the Fire and Police Departments; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(f), authorizes the City to contract without public bidding 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 exacted, and filed with the BPU; and

WHEREAS, the City directed PAETEC to provide telecommunication services because the services are crucial to the safety of first responders and the general public; and

WHEREAS, PAETEC provided the services from January 1, 2015 through August 31, 2015 for a total cost of \$37,891.81; and

WHEREAS, the services that PAETEC provided to the City are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(f) because PAETEC is regulated by the BPU; and

WHEREAS, the contract award is not subject to the Pay to Play Law N.J.S.A. 19:44A-2.4 et seq. because the services are provided by an entity subject to regulation by the BPU; and

WHEREAS, the sum of \$37,891.81 is available in Account No. 01-201-25-240-310 & 01-201-25-265-310;

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

1. The award of this contract to PAETEC effective as of January 1, 2015 and ending on August 31, 2015 in the amount of \$37,891.81 is hereby ratified;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(f) because it is telecommunication services provided by an entity that is regulated by the BPU; and

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$37,891.81) available for the payment of the above resolution in Account No. 01-201-25-240-310 (\$19,256.25) & 01-201-25-265-310 (\$19,256.00)
PO 115236 & PO 115327

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 11.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

[Signature]
 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 RATIFYING AN AGREEMENT WITH PAETEC FOR TELECOMMUNICATIONS SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY.

Initiator

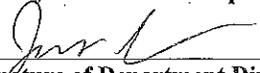
Department/Division	Communications	Public Safety
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakersr@njicps.org

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

Resolution Purpose

The payment of telecommunications service for the Fire and Police Radio System. This vendor has been replaced by Verizon at a reduced rate. **This is the final payment for this vendor.**

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/13/15
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Director of Public Safety for the City of Jersey City.
2. Attached to this Certification is a resolution awarding a final payment to PATEC for providing radio communications lines for Public Safety.
3. The term of the service expired August 31, 2015.
4. The amount of the service is \$37,891.81 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. 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: _____

11/13/15


James Shea, Director of Public Safety

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

City Clerk File No. Res. 15-818

Agenda No. 10-H

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY TO EXECUTE A REGULATORY SERVICES AGREEMENT WITH AURICO REPORTS INC. REGARDING BACKGROUND CHECK SERVICES

WHEREAS, the City of Jersey City ("City") desires to retain a vendor to conduct criminal background check services for employees and volunteers; and

WHEREAS, the City believes such background checks will promote the health, safety and welfare of the City, including in but not limited to, services provided to the public; and

WHEREAS, the City solicited four proposals from various vendors, and has reviewed the proposals received; and

WHEREAS, the City finds the proposal of Aurico Reports Inc. ("Aurico"), attached hereto as **Exhibit A**, to be most advantageous, price and other factors considered; and

WHEREAS, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 40A:11-6.1, as a contract which may be awarded directly by the Purchasing Agent; and

WHEREAS, the contract shall be on a month-to-month basis, not to exceed one year; and

WHEREAS, whereas absent the Jersey City Incinerator Authority hirings, the City generally requires searches of approximately 800 prospective employees/volunteers each year; and

WHEREAS, the average per person search is \$40; and

WHEREAS, it appears that the annual contract amount will be approximately \$32,000 and will not exceed the annual bid threshold; and

WHEREAS, the City expects to expend no more than \$6,000.00 through December 31, 2015, which sum is available in Account No. 2015-01-201-20-115-312; and

WHEREAS, the purpose of this resolution is to consider the Regulatory Services Agreement (the "Regulatory Agreement"), attached hereto as **Exhibit B**, which in conjunction with the proposal, must also be executed with Aurico, and which sets forth certain federal compliance requirements for the City under the Fair Credit Reporting Act ("FCRA"); and

WHEREAS, amongst others terms and conditions, the Regulatory Agreement sets forth that the City shall obtain the necessary permission to conduct applicant or employee background checks, properly secure criminal background check information and provide other information to an applicant or employee as required under the FCRA and/or other applicable law; and

WHEREAS, the City and Aurico agree to execute the Regulatory Agreement in substantially the form attached hereto.

City Clerk File No. Res. 15.818

Agenda No. 10.H

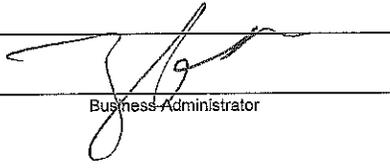
TITLE: NOV 24 2015

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City hereby accepts the Regulatory Services Agreement in substantially the form attached and agrees to comply with the terms and conditions attached, and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Regulatory Services Agreement, as well as any all documents necessary to effectuate the transaction and the effect of this resolution.

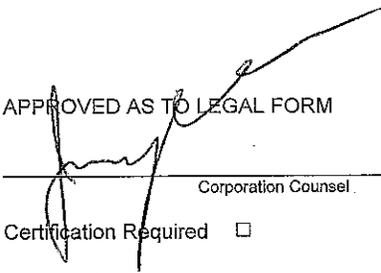
BD
11/16/15

APPROVED: _____



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

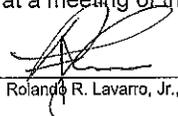
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15

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.	✓		

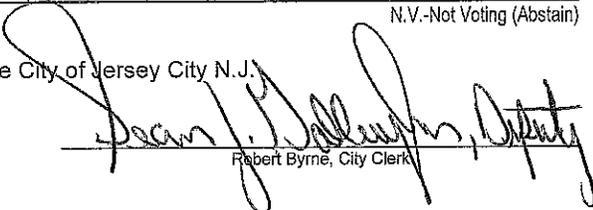
✓ Indicates Vote

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 CITY TO EXECUTE A REGULATORY SERVICES AGREEMENT WITH AURICO REPORTS INC. REGARDING BACKGROUND CHECK SERVICES

Initiator

Department/Division	Business Administration	Human Resources
Name/Title	Jeana Abuan	Public Agency Compliance Officer
Phone/email	(201) 547- 4533	abuanj@jcnj.org

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

Resolution Purpose

To authorize the City of Jersey City to enter into a Regulatory Agreement with Aurico Reports Inc. in furtherance and in conjunction with Aurico's proposal to provide criminal background checks to the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Exhibit "A"

Executive Summary

Currently City of Jersey City is looking to align with a background screening partner that can deliver reports with high level of quality, increased compliance, an efficient process at a low cost structure. Aurico is able to assist City of Jersey City with these needs having reports many reporting options to fit different position types, state and local compliance assistance, paperless processes and working to create a low cost structure. Plan to hire 5-20 hires per month.

Corporate objectives:

- High Quality
- Increased Compliance
- Paperless Workflow
- Low Cost Structure

Corporate Overview

Founded in 1991 as a certified veteran-owned business (VOSB), Aurico is a partner to over 4,000 clients globally.

By coupling NAPBS accreditation with high compliance standards and ISO certification, Aurico demonstrates a commitment to consistent quality and clients experience the significant difference our program delivers. As a result, we help improve your overall applicant screening experience, achieve faster time to hire metrics, create workflow efficiency, and strengthen compliance.

Our award winning screening platform, WebACE™, enables clients to drive consistency, compliance, and paperless processes, while keeping ultimate control of internal HR business process at every step. WebACE™ leverages sophisticated algorithms to refine compliance tolerance and filter adjudication practices.

We constantly measure our customer satisfaction index and maintain a 97% retention rate. Screening results and service should be predictable, and at Aurico we set service level expectations high. We understand when unique situations require exceptional service, and our team can positively impact overall customer satisfaction.

Milestones:

- Green Business Certification by Institute for Green Business Certification (IGBC) - 2014
- DATIA Accredited Third Party Administrator - 2014
- Torch Award for Marketplace Ethics Better Business Bureau (BBB) – 2014
- International Organization for Standardization (ISO) 9001:2008 Certified – 2013
- American Business Stevie® Award for New Product or Service of the Year (WebACE™) – 2013
- Inc. Magazine's 5,000 Fastest Growing Privately Held Company – 2014, 2013, 2012, 2011
- HRO Today Baker's Dozen (first overall in Customer Service Ratings) – 2014, 2013, 2012
- National Association of Professional Background Screeners (NAPBS) Accreditation – 2012
- Entrepreneurial Excellence Award for Growth – 2012
- SCORE Foundation Outstanding Veteran-Owned Business Award – 2012





Program Highlights for Driving Efficiency, Consistency, and an Enhanced Candidate Experience

- **WebACE™** – Proprietary SaaS solution optimized to create workflow efficiency. Its scalable infrastructure allows configuration flexibility and single sign on to a consolidated background screening, drug testing, I-9 / E-Verify, and occupational health platform.
 - *Ordering Flexibility* – Order reports via kiosk (paperless in-person ordering via Aurico WebACE™ platform), scan & upload (candidate will complete a paper form and then you will scan and upload it into Aurico's WebACE™ Platform), electronic consent (paperless workflow via an email being sent to the candidate, candidate completes consent form online and automatically gets sent to Aurico), or Applicant Tracking System (ATS) integration. Co-brand the screening process to further enhance the applicant experience.
 - *Operational Configuration* – Adaptable to your business processes with multiple ways to setup order entry, notifications, dashboard display, result access and views, and report results to comply with applicable laws and regulations.
 - *Customized Adjudication* – Flagging aligns with pre-defined assessment tolerance including, number of crimes, offense type, inclusion of infractions and time since crime was committed.
 - *Electronic Filing Cabinet* – Document each step in the talent acquisition process. Maintain records, files, and notes to demonstrate individualized assessment of each candidate.
 - *Reporting Metrics* – Live reporting tools provide access to over 75 pieces of analytic data in customizable graphic format. Monitor the health of your screening program in real time.
 - *Implementation and Integration* – City of Jersey City setup can be done quickly and training takes 30 minutes. Web services interfaces enable integration with any ATS you choose.
 - *Drug Screening* – As a DATIA accredited TPA, our team is your subject matter expert. Quickly access background and drug tests within WebACE™ and, for non-regulated screening, go paperless with electronic chains of custody and gain greater control and visibility in the process.
- **Quality** – As an ISO 9001:2008 certified organization, we conduct five audits at key points of the screening process in order to increase reporting accuracy.
 - *Aurico Audit™* – We audit for candidate errors/omissions, vet forms provided, and look for discrepancies prior to beginning the screen.
 - *US Based Research Operation* – Aurico does not use international call centers to complete research or provide customer service. We handle all US screening within the US, using US employees who know our laws and customs to ensure quality and data protection.
 - *Compliance* – Robust compliance support and training includes expert policy reviews, webinars, Aurico Institute, newsletters, compliance updates, blogs, and business reviews.
 - *Turnaround Time* – We focus on turnaround time predictability, boosting your confidence that you will receive a comprehensive report within your hiring window.
- **Customer Service** – We answer the phone by the fourth ring with a representative able to resolve all questions; no phone tree to work through. Dedicated client liaisons provide client specific support.
- **Global Coverage** – Whether screening in China, Mexico or Zimbabwe count on us to leverage our international network of in-country researchers to provide the best information available.



The Multi-Jurisdictional Criminal Index Search

The Multi-Jurisdictional National Index Search reviews over 500,000,000 records including:

- National Sex Offender Registry – live search, not archived information
- Department of Corrections/Bureau of Prisons Records in 45 States
- County Court Records in over 1,100 counties
- State Criminal Record Databases from 20 States
- OIG (Office of the Inspector General)
- OFAC (Office of Foreign Assets Control) Blocked persons List (Global Watch List)
- GSA (General Services Administration)
- FDA Sanctions
- Patriot Act Search
- Denied Persons List
- Debarred Persons List
- FBI Fugitive List
- National Public Record Online Indexes
- Database of Searched Criminal Records
- Interpol Most Wanted List
- Canadian OSFI List
- European Union Terrorism Sanctions List

The Multi-Jurisdictional National Index Search is a very valuable database search. The criminal records must be verified to confirm that they have not been sealed or expunged. A follow-up county criminal record report should be obtained to confirm the reports information detail and availability.



Attachment A: Pricing

The pricing program we have developed for City of Jersey City is detailed below and can be used with your staffing agencies to drive constancy, quality and greater savings (ask for details).

Sample Standard Package	Pricing*
Social Security Trace	\$29.95
Multi-Jurisdictional National Criminal Search with Verification (inc. reports shown on page 3)	
Criminal Felony & Misdemeanor - All Counties and/or States** Lived past 7 years	
Federal Criminal National - 7 years based on counties lived	add \$8.00

**if applicant lives in NJ or NY they are subject to the Governmental Statewide fee: New Jersey Statewide Fee is currently \$3.00 and New York Statewide Fee is currently \$65.00.

A La Carte	Pricing*
Social Security Trace	\$3.00
County Criminal Felony & Misdemeanor - Per County	\$8.00
Statewide Criminal Felony & Misdemeanor - Per State	\$8.00
Multi-Jurisdictional National Criminal Search with Verification (inc. reports shown on page 3)	\$8.00
Arrest Records Database	\$8.00
Federal Criminal National - 7 years based on counties lived	\$8.00
Education Verification - Per Institution	\$9.00
Employment Verification - Per Employer	\$9.00
In-Depth Employment Verification with Manager/Supervisor Interview - Per Employer	\$13.95
Professional License/Certification Verification	\$9.00
Driver's History Report (MVR)	\$4.00

*** Pricing Notes**

- I. When federal, state, county and other governmental agencies charge fees for searches, they will be passed to City of Jersey City. New Jersey Statewide Fee is currently \$3.00, New York Statewide Fee is currently \$65.00 and Pennsylvania Statewide Fee is currently \$10.00.
- II. Educational institutions and/or employers access fees will be passed to City of Jersey City.
- III. States have access fees for motor vehicle records and they will be passed to City of Jersey City.
- IV. Access fees for any product, including but not limited to workers compensation, fingerprinting, and screening will be passed to City of Jersey City.
- V. Additional searches for aliases and maiden names will be billed to City of Jersey City at \$21 for Standard Package.
- VI. Global search pricing is based on current vendor availability and cost, and is subject to change without notice.
- VII. All databases searches, including but not limited to Medical Exclusion and Debarment reports, Multi-Jurisdictional reports, statewide criminal reports, which generate "possible records" must be confirmed at the source county to verify records are accurate, current, and complete. Aurico automatically performs follow-up searches at the source county.
- VIII. Aurico reports Felony and Misdemeanor (FM) cases received from the main county repository. Aurico will not report arrest records that do not lead to a conviction, in compliance with the EEOC criminal guidance. Records that are not considered a felony and misdemeanor (i.e. ordinance violations, traffic offenses) are not included in a Felony/Misdemeanor (FM) criminal report.
- IX. When credit reports are part of the screening package, it is required under the FCRA that Aurico perform a site inspection. This will credential City of Jersey City as an authorized end-user of consumer reports. Site inspection includes an onsite physical inspection of City of Jersey City premises. Fee for this inspection is \$65.00.
- X. There will be a one-time WebACE™ system set-up fee of \$50.00 for background screening.
- XI. When Aurico is requested to manage Adverse Action, a \$5.00 fee per transaction will be billed to City of Jersey City.
- XII. Faxed, e-mailed and mailed order submissions will incur a \$5.00 key entry processing fee.
- XIII. Order submissions which require "reprocessing" will incur a \$5 fee.
- XIV. Aurico provides consolidated monthly billing.

JERSEY CITY - AURICO RIDER

PAYMENT

The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the contractor to interest charges, penalties or any other type of escalation of the invoiced amount.

Request for payments to the Contractor shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the Information submitted by the Contractor. Payments can only be made after approval by the City Council.

AVAILABILITY OF FUNDS

The award of any Contract pursuant to these specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

TERM

This contract shall be on a month-to-month basis, not to exceed one year, commencing on the first business day following City Council approval of the Regulatory Services Agreement. Proposal prices (other than federal, state or local mandatory fees) shall remain firm for the duration of the contract.

OPEN-END CONTRACT

This contract is awarded as an open - end contract. The minimum and maximum number of quantities for each item are as stated – Minimum: 0 searches. Maximum: 800 searches or \$40,000, whichever is less. Contractor acknowledges that prior to the contract exceeding \$17,500, contractor must submit additional pay-to-play documentation to City Council, pursuant to the provisions of N.J.S.A. 19:44A 20.4 et seq. (Pay-to-Play Law) and the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

TERMINATION FOR CONVENIENCE

During the term of the Contract, the Business Administrator shall have the right to terminate the Contract for convenience, in whole or in part, by giving 30 days' written notice prior to the effective date of termination. If the Contract is terminated by the Business Administrator as provided herein, the Contractor shall be paid for all obligations incurred and services rendered to the date of termination.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly

inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.



STATEWIDE CRIMINAL FEES

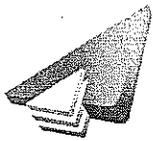
State	Fee	Turnaround Time
Alabama	No Government Fee	1-2 Business Days
Alaska	\$7.50	2-3 Business Days
Arizona	\$20.00 - includes higher &	lower courts 2-3 Business Days
Arkansas	\$22.00	2-3 Business Days
California	No Statewide Search Available	
Colorado	No Government Fee	1-2 Business Days
Connecticut	\$8.00	2-3 Business Days
Delaware	\$20.00	2-3 Business Days
District of Columbia	Considered a County Search	1-2 Business Days
Florida	\$24.00	1-2 Business Days
Georgia	\$5.00	2-3 Business Days, Requires Signed Release
Hawaii	\$15.00	2-3 Business Days
Idaho	No Government Fee	17 Business Days, Requires Signed Release
Illinois	\$10.00	2-3 Days - Clear Records/4-6 Weeks - Hits
Indiana	\$15.00	1-2 Business Days
Iowa	No Government Fee	1-2 Business Days
Kansas	\$20.00	1-2 Business Days
Kentucky	\$20.00	1-2 Business Days
Louisiana	No Statewide Search Available	
Maine	\$31.00	1-2 Days - Clear Records/4 Weeks - Hits
Maryland	\$7.00	2-3 Business Days
Massachusetts	\$25.00	3-4 Weeks
Michigan	\$10.00	2-3 Business Days
Minnesota	No Government Fee	1-2 Business Days
Mississippi	\$5.00	2-4 Business Days, Requires Signed Release
Missouri	\$11.00	2-3 Days - Clear Records/4 Weeks - Hits
Montana	\$11.50	1-3 Business Days
Nebraska	\$0.00	1-2 Business Days
Nevada	\$28.00	2-3 Business Days, Requires Signed Release
New Hampshire	\$25.00	3 Weeks, Requires Notarized Release
New Jersey	\$3.00	1-2 Business Days
New Mexico	No Government Fee	2-3 Business Days, Requires Signed Release
New York	\$65.00	1-2 Business Days
North Carolina	\$0.00	2-3 Business Days
North Dakota	\$12.00	2-3 Business Days
Ohio	\$16.00	2-3 Business Days



STATEWIDE CRIMINAL FEES

State	Fee	Turnaround Time
Oklahoma	\$15.00	2-3 Business Days
Oregon	\$0.00	2-3 Days - Clear Records/2-3 Weeks Hits
Pennsylvania	\$10.00	2-3 Days - Clear Records/2-3 Weeks Hits
Puerto Rico	\$25.00	2-5 Days - Clear Records/2-7 Weeks Hits
Rhode Island	\$9.00	2-3 Business Days
South Carolina	\$25.00	1-2 Business Days
South Dakota	\$20.00	2-3 Weeks
Tennessee	\$29.00	2-3 Business Days
Texas	\$3.00	1-2 Business Days
Utah	No Government Fee	2-3 Business Days, Requires Signed Release
Vermont	No Statewide Search Available	
Virginia	\$14.00	2-3 Business Days
Washington	\$10.00	1-2 Business Days, Requires Signed Release
West Virginia	No Statewide Search Available	
Wisconsin	No Government Fee	1-2 Business Days
Wyoming	No Statewide Search Available	

Exhibit “B”



REGULATORY COMPLIANCE AGREEMENT

THIS AGREEMENT is between AURICO REPORTS INC (Aurico) and City of Jersey City (Customer).

This agreement is entered into on the _____ day of _____, 2015.

1. General

1. Aurico strives to deliver accurate and timely information products to assist your company (hereinafter "Customer") in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Aurico assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. Customer understands that these information sources and resources are not maintained by Aurico. Therefore, Aurico cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Aurico has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

2. Customer's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s) (Reference Exhibit 1)

Upon request and relying upon Customer's representation that it has a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. 1681 et. Seq. (FCRA). Aurico will provide consumer reports to Customer. Aurico will only furnish reports for permissible purposes under the FCRA and for no other purpose. Customer represents that it is an existing business with a legitimate permissible purpose for consumer reports offered by Aurico. Customer specifically represents that reports will only be obtained for its own use and Customer is the end user of reports. Customer will request reports for one of the following reasons: Employment/Franchisee Purposes, Granting Credit in conjunction with a business transaction initiated by the individual who is the subject of the report, or at the written direction of the Consumer. Customer hereby certifies that all of its orders for information products from Aurico shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only: Customer acknowledges receipt of the "Notice to Users" by the federal Consumer Financial Protection Bureau ("CFPB").

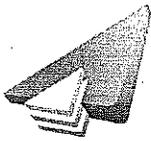
(Please check all that apply)

<input checked="" type="checkbox"/>	Section 604(a)(3)(B). For Employment/Contractor/Volunteer/Franchisee purposes including evaluating a consumer for Employment/Franchisee, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.

3. FCRA representations and responsibilities when ordering a report for Employment/Contractor/Volunteer/Franchisee purposes

3.1 Customer represents that prior to requesting a report for Employment/Contractor/Volunteer Franchisee purposes, Customer shall:

- a) Disclose to the individual who is the subject of the report in a document, satisfying all requirements identified in Section 606(a)(1) of the FCRA as well as any applicable state or local laws and consisting of solely the disclosure, that a consumer report may be obtained for employment purposes,
- b) Obtain, except as otherwise permitted by law, i.e., truck drivers subject to USDOT, the written consent of the subject allowing the obtaining of the consumer report by Customer
- c) Provide to the subject a copy of the CFPB "A Summary Of Your Rights Under the Fair Credit Reporting Act;" (Reference Exhibit 2) and
- d) Not utilize any information in violation of any applicable federal, state or local equal opportunity law or regulation.
- e) Customer represents that the Customer is maintaining a copy of the consumers signed disclosure and consent form in its records for a minimum period of five years.



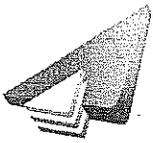
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- f) Customer understands that under the provision e) within this section above, Aurico maintains the right to audit customer and require the customer to provide Aurico with a random or specific selection of signed disclosure and consent forms periodically. Aurico will notify the customer in advance of such audit and provide customer reasonable time to produce the requested documents
- 3.2 Customer represents that prior to taking adverse Employment/Franchisee action against an individual who is the subject of a report, when such action will be based in whole or in part upon the information contained in the report furnished by Aurico, Customer will:
 - a) Provide a copy of the report to the individual who is the subject of the report,
 - b) Provide a copy of the CFPB "A Summary Of Your Rights Under the Fair Credit Reporting Act," (Reference Exhibit 2) and
 - c) Inform the subject that he/she has a right to dispute the content of the report through Aurico.
- 3.3 Customer represents that upon taking adverse action based in whole or in part upon information contained in a report furnished by Aurico, Customer will provide the information statutorily-required by Section 615 of the FCRA to the subject of the report, including:
 - a) Notice of the action that is being taken based in part or whole on the report,
 - b) The name, address and telephone number of Aurico, and
 - c) A statement that Aurico is unable to provide to the subject the specific reasons that the adverse action was taken by Customer.
- 3.4 In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Customer will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Aurico's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

5. Compliance with Applicable Law

- 5.1 Customer agrees to abide by all applicable federal, state and local consumer reporting laws that impact Customer's right to request, receive and use information obtained from Aurico. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable of such laws and to comply with them. The failure to comply with the then current applicable law may result in civil and criminal liability. Aurico does not guarantee Customer's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Customer may rely in connection with its furnishing of reports. Customer understands that any documents, information, conversations or communications with any representative of Aurico regarding searches, verifications or other services offered by Aurico or use of such information by Customer are not to be considered legal counsel or legal opinion. Customer agrees that it will consult with its own knowledgeable legal counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information.
- 5.2 Customer agrees to promptly execute and return to Aurico all documentation required, now or in the future, by any government agency, and to permit Aurico to release information necessary to ensure compliance with applicable laws or regulations. The failure to execute and return such documentation will result in Customer being blocked from receiving the information relating to the documentation and, in some circumstances; all service may be terminated without additional notice.
- 5.3 Customer represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the Customer, substantially varies from the address the credit bureau has on file for that consumer. Further, if Customer grants tenancy to the consumer in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.



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5.4 Customer agrees to abide by all federal, state and local laws that regulate privacy and the collection, use, processing and disclosure of personal information as well as Addendum A - Access Security Requirements, attached hereto. Customer also certifies that it will retain any information it receives from Aurico for a minimum period of five years from the date the report was received. It will also retain copies of pre-adverse action and adverse action notices for at least five years from the date thereof. Addendum A is incorporated into and is part of this Customer Agreement for Consumer Reports. Customer acknowledges that Aurico must, pursuant to the FCRA to audit the security requirements. Such audit is not intended to second guess the Customer's security measures, rather it is to confirm that Customer is maintaining security to meet the standards set forth in Addendum A. Further, if Customer experiences a security breach it shall provide written notice to Aurico and such other parties that are required by applicable state, local and federal laws to receive such notice within one business day of the discovery of such breach. The form and contents of such written notice shall comply with all specific requirements of the applicable state, local and federal laws. The Parties shall confer to determine if consumer information will be secure once received by Customer.

5.5 Customer hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. Customer further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Aurico in the form of the consumer's signed release authorization form. Customer also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. Customer shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

6. Confidentiality of Information

6.1 Information provided by Aurico to Customer, including but not limited to all proprietary data, sales or pricing information, information related to operations, employees, products, services, all information products relating to any contractor, employee, or consumer, is considered confidential by law ("Confidential Information"). Upon its receipt, Customer shall treat the information as confidential, and shall not reveal, publish or otherwise disclose. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the files.

6.2 All information stored or reports furnished by Aurico are confidential and will not be disclosed to any party, except as stated herein. Information may be disclosed to:

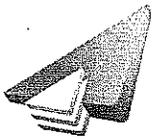
- a) Designated employees or agents of Customer who will use the information for Employment/Franchisee/contract purposes permissible under the FCRA,
- b) Aurico, its employees, agents and attorneys,
- c) The individual who is the subject of the report,
- d) Governmental agencies exercising a right to review Customer's files for compliance with any applicable law or regulation,
- e) Others, as from time to time may be authorized by law, and
- f) Customers or Customer's agents.

7. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those listed in paragraph 2 above. Customer or an employee of Customer may not misrepresent to Aurico the reason or permissible purpose for a report or requests a report for an impermissible purpose, or make an unauthorized release of information in a consumer report to a third party, or directly or indirectly resell any report.

8. Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as



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authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

9. Warranties and Remedies

a) Customer understands that Aurico obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to Customer "AS IS". Aurico makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranty of fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet Customer's needs, or will be provided on an uninterrupted basis; Aurico expressly disclaims any and all such representations and warranties. Aurico will not be liable for any indirect, incidental, consequential, or special damages, including loss of profits lost income or lost savings, whether incurred as a result of negligence or any other theory of legal liability, even if Aurico has been advised of the possibility of such damages. Notwithstanding the above, Aurico does maintain reasonable procedures under the FCRA to achieve maximum accuracy of its reports. Aurico obtains information from sources it reasonably believes are reliable. Except as set forth in subsection 9(d) below, Customer agrees that Aurico is not liable for any damages arising from the inaccuracy of the report unless Aurico was aware of the inaccuracy prior to providing the report to Customer and failed to correct it.

b) Aurico agrees to indemnify and hold harmless Customer, its successors and assigns, officers, directors, employees, agents and contractors from any and all claims, actions or liabilities arising from or with respect to Aurico's breach of this Agreement, negligence, gross negligence or willful misconduct, failure to comply with privacy and data security laws, data breach or unauthorized disclosure of personally identifiable information or information products provided by Aurico.

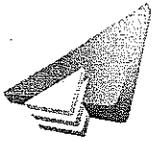
c.) Customer agrees to indemnify and hold harmless Aurico, its successors and assigns, officers, directors, employees, agents, vendors, and suppliers including but not limited to Experian Information Solutions, Inc, Equifax and TransUnion LLC, from any and all claims, actions or liabilities arising from or with respect to Customer's breach of this Agreement, negligence or willful misconduct, failure to comply with privacy and data security laws, data breach or unauthorized disclosure of personally identifiable information or information products provided by Aurico to Customer.

d) Aurico nevertheless agrees to be responsible for actual damages up to the amount paid to Aurico by Customer for the service to which a given claim relates and for third party claims directly resulting from Aurico's negligence, gross negligence or willful misconduct in assembling the consumer report, and recovery of this amount is Customer's sole and exclusive remedy hereunder. Aurico does not guarantee Customer's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Customer may rely in connection with its furnishing of reports.

e) Customer understands that any documents, information, conversations or communications with any representative of Aurico regarding searches, verifications or other services offered by Aurico or use of such information by Customer are not to be considered legal counsel or legal opinion. Customer agrees that it will consult with its own knowledgeable legal counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information.

f) Customer understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Aurico cannot be either an insurer or a guarantor of the accuracy of the information reported. Customer therefore releases Aurico and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

10. General Provisions



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a) In the course of completing background checks, Aurico may uncover active arrest warrants which are outstanding against the subject. In these cases, Aurico may be contacted by the law enforcement agency seeking the subject. Subscriber understands that Aurico will furnish to law enforcement information contained within the subject's file to assist in the apprehension of the subject. Additionally, Aurico may contact Customer and Customer agrees to release to Aurico any and all information Customer may have which will further the apprehension of the wanted individual.

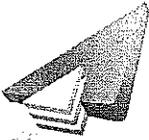
b) Customer agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. Due to FCRA restrictions, Customer may not assign or transfer this Agreement without the prior written consent of Aurico. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, New Jersey law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in New Jersey and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of Customer and an officer of Aurico. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

c) If Customer is permitted to request consumer reports for employment purposes via Aurico's website, then, in addition to all other obligations, Customer agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use Customer's Internet access to obtain reports for improper, illegal or unauthorized purposes. Customer agrees to allow Aurico to review Aurico's records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Aurico may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies. Neither party is responsible for any events or circumstances beyond its control (e.g. including but not limited to war, riots, embargoes, strikes, interruptions in communications or availability of records and/or Acts of God) that prevent Aurico from meeting its obligations under this Agreement.

11. Electronic File Cabinet

Aurico hereby grants Customer a non-exclusive, royalty free, non-transferable license to use the WebACE™ software. Aurico shall not provide Customer with any legal advice regarding compliance with employment, data privacy or other relevant laws, rules or regulations in the jurisdictions in which Customer uses the WebACE™ platform. Customer acknowledges that the Software may be used to upload files relative to the customer's own screening practices and it is Customer's sole responsibility to monitor its compliance with all relevant Laws and regulations. Customer acknowledges and agrees that not all features, functions and capabilities of

the WebACE™ platform may be used in all jurisdictions. Customer agrees that it is solely responsible for all content and/or any information uploaded to WebACE™. Customer is responsible for customer's own hiring practices, and Aurico disclaims all liability for storage of documents customer uploads to WebACE™ electronic filing cabinet. Customer acknowledges and agrees that Aurico exercises no control over any Customer specific hiring practices or its staffing practices implemented using the WebACE™ platform or Customer's decision as to employment, promotion, advancement, training, certification, termination or compensation of any job candidate and/or employee ("Customer Use Decisions"). Customer is responsible for Customer Use Decisions, including use of WebACE™ Select Action status updates. Except for claims resulting from Aurico's negligence, gross negligence or willful misconduct, Customer agrees to indemnify and hold harmless Aurico from any claims, losses, damages or costs arising out of Customer Use Decisions and Aurico disclaims all liability for Customer Use Decisions. Aurico agrees to store documents uploaded by Customer for seven (7) years from the date of the order



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was created in WebACE™ and Customer acknowledges that Aurico has the right to destroy files in compliance with data destruction laws any time after seven years from the date the order was created in WebACE™

12. Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

13. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

14. Payment Options

For invoice payment, Aurico accepts ACH, credit card, or check. Please contact our accounting department at accounting@aurico.com for more information. **PLEASE DO NOT SEND CREDIT CARD or ACH INFORMATION TO AURICO IN UNENCRYPTED EMAIL.**

[SIGNATURE PAGE TO FOLLOW]

AURICO REPORTS INC.

CUSTOMER

City of Jersey City

Name of Company

Company FEIN

By: Type or Print Name / Title

Signature

280 Grove Street

Address

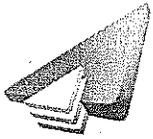
Jersey City, NJ 07302

City, State, Zip

201-547-4533

Phone

Fax



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116 W. Eastman St. | Arlington Heights, IL 60004 | aurico.com

E-Mail

By: _____
President

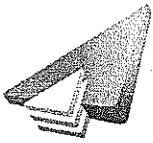
Date: _____

Aurico Reports Inc.
116 W. Eastman St
Arlington Heights, IL 60004
www.aurico.com
Please Fax this signed form to:

(847) 255-1896

If you have any questions, please contact Aurico Reports at (847) 255-1852 or e-mail aurico@aurico.com

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ADDENDUM A

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The Federal Trade Commission has issued a guideline for businesses on Data Protection <https://www.ftc.gov/tips-advice/business-center/guidance/start-security-guide-business#start>. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, Customer agrees to the following:

1. Customer agrees to maintain appropriate administrative, procedural, and technical safeguards to protect any systems which can be used to obtain consumer information, as well as any networks which such systems may be connected to. This includes, as appropriate, implementing perimeter controls, firewalls, encryption, up-to-date patches for all software, intrusion prevention, anti-virus services, and similar technologies to secure any Customer owned, or Customer used systems (including Customer employee owned devices) which can assess consumer information.
2. Customer will take reasonable procedures to protect its account number and any usernames and password issued to its users so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. Customer agrees to change account passwords immediately if a person who knows a password leaves its company or no longer needs to have access due to a change in duties.
3. Customer agrees that system access software, whether developed by your company or purchased from a third party vendor, will have Customer's account number and password "hidden" or embedded and be known only by supervisory personnel. Customer will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, Customer will change its password immediately.
4. Customer agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Aurico.
5. Customer will restrict the ability to obtain consumer information to a few key personnel who have a need to know.
6. Customer agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them. Such terminal devices must only connect to secure networks which are under Customer's information security program.
7. Customer agrees it will turn off and lock all devices or systems used to obtain consumer information when not in active use.
8. Customer will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
9. Customer agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction so that the information becomes unreadable.
10. Customer agrees to notify its employees that Customer can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.



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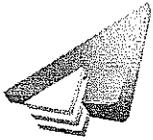
11. Customer agrees to protect all personal identifiable information (PII) and secure access of this information to authorized personnel.

City of Jersey City

Authorized Signature

Printed Name / Title

Date



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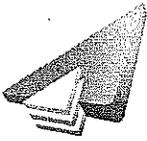
ADDENDUM B

DOCUMENTS REQUIRED BEFORE REQUESTING CREDIT REPORT INFORMATION

Before Customer will be allowed to access credit report information, Aurico requires that Company provide one (1) of the following (if Customer is not publicly traded):

1. Business license status from a government website (please include entire web page print out)
2. Business license, copy or documented verification;
3. Copy of good standing certificate from state of organization;
4. Copy of certified Articles of Incorporation / Formation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. 501(c)(3) certificate for non-profit organizations.

All organizations will be required to provide a letter of intent.



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ADDENDUM C

CRIMINAL RECORDS

City of Jersey City (Customer) hereby confirms that Aurico Reports Inc. (Aurico) has advised Customer of the different types of criminal background checks available to Customer, including county, state-wide, and database searches. Customer understands that Aurico obtains criminal information reported in its information products from various third party sources "AS IS", and therefore is providing the information to Customer "AS IS". Customer further understands that all criminal record searches have limitations as to their comprehensiveness or accuracy, and Customer should not assume that reports provide a complete or accurate history of any person's criminal or civil litigation history.

Accordingly and due to the mobility of people, Aurico recommends that Customer screen its applicants or employees at the county, federal and multi-state database levels. Customer understands that if it chooses not to conduct searches at these levels, Aurico cannot be held responsible for any records that exist that are not included in the coverage requested. Customer further understands that the multi-state database report will only be offered in conjunction with a county or state-wide government agency criminal search if a record is found To better confirm that the record relates to the subject of the report.

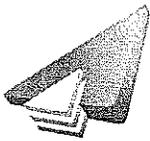
Aurico makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will be accurate or meet Customer's needs.

City of Jersey City

Authorized Signature

Printed Name / Title

Date



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ADDENDUM D

CALIFORNIA ADDENDUM

In compliance with the Investigative Consumer Reporting Agency Act as amended by the California Statutes, **City of Jersey City**, hereinafter referred to as "Company" certifies to Aurico Reports, Inc., (the Consumer Reporting Agency) that Company will comply with the following requirements:

Company certifies that the company will request Investigative Consumer Reports, hereinafter referred to as the "Report", for Employment/Franchisee purposes only.

Company will ensure that prior to requesting a Report from Aurico Reports, Inc., Company will:

1. Obtain written release from the applicant/employee, hereinafter referred to as "Subject", prior to ordering each Report (A sample Pre-Employment/Franchisee Notice and Acknowledgement form will be provided by Aurico Reports, Inc. as a courtesy. These forms are not to be construed as legal advice, however. As explained previously in the Regulatory Compliance Agreement, Company should consult with legal counsel to ensure that it is meeting all applicable laws and regulations.
2. Provide notice to the Subject that a Report will be sought no later than three days after the Report is ordered.
3. Provide the name and address of Aurico Reports, Inc., the nature and scope of Reports to be obtained, and a summary regarding the Subject's right to inspect his/her file at the Aurico Reports, Inc. office location.
4. Provide an option for the subject to request and receive a copy of the completed report.
5. Abide by all Federal, State and Local statutes, codes and regulations regarding the procurement and use of the Report.

Company shall use the Report for Employment/Franchisee purposes only, shall hold the Report in strict confidence and shall not disclose it to any third parties who are not involved in the current Employment/Franchisee decision.

Aurico Reports, Inc., shall use good faith in attempting to obtain information from sources deemed reliable but does not guarantee the accuracy of information reported and in no event shall Aurico Reports, Inc., be held liable in any manner whatsoever for any loss or injury to Company resulting from the obtaining or furnishing of such information. Further, Company agrees to hold Aurico Reports, Inc., harmless and indemnify it from any and all claims losses and damages arising out of alleged liability or failure of the Company to keep and perform any of its obligations described herein.

It is further agreed, however, that Aurico Reports, Inc., may, upon its election, discontinue serving Company and cancel this Agreement immediately.

City of Jersey City

Authorized Signature

Printed Name / Title

Date



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EXHIBIT 1

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

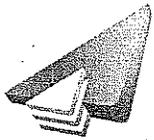
The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)



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- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance, Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

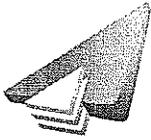
1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the



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type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

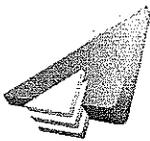
Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or



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provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

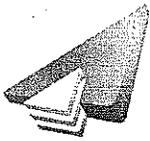
An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED



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Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

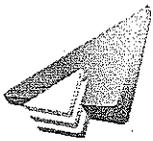
Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in



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connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
 - Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identify of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

Reinvestigations by Resellers



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Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

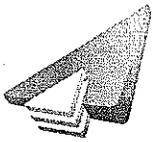
IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602 15 U.S.C. 1681 Section 603 15 U.S.C. 1681a Section 604 15 U.S.C. 1681b Section 605 15 U.S.C. 1681c Section 605A 15 U.S.C. 1681c-1 Section 605B 15 U.S.C. 1681c-2 Section 606 15 U.S.C. 1681d Section 607 15 U.S.C. 1681e Section 608 15 U.S.C. 1681f Section 609 15 U.S.C. 1681g Section 610 15 U.S.C. 1681h Section 611 15 U.S.C. 1681i Section 612 15 U.S.C. 1681j Section 613 15 U.S.C. 1681k Section 614 15 U.S.C. 1681l Section 615 15 U.S.C. 1681m Section 616 15 U.S.C. 1681n Section 617 15 U.S.C. 1681o Section 618 15 U.S.C. 1681p Section 619 15 U.S.C. 1681q Section 620 15 U.S.C. 1681r Section 621 15 U.S.C. 1681s Section 622 15 U.S.C. 1681s-1 Section 623 15 U.S.C. 1681s-2 Section 624 15 U.S.C. 1681t Section 625 15 U.S.C. 1681u Section 626 15 U.S.C. 1681v Section 627 15 U.S.C. 1681w Section 628 15 U.S.C. 1681x Section 629 15 U.S.C. 1681y



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EXHIBIT 2

Para información en español, visite www.consumerfinance.gov/learnmore o escribe al Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

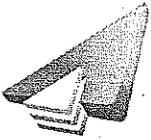
A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.



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- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

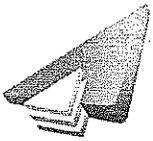
States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:



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TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list,</p>	<p>a. Consumer Financial Protection Bureau 1700 G. Street N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA</p>
<p>in addition to the CFPB:</p>	<p>Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20423</p>



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4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20549
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Lank Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

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

City Clerk File No. Res. 15.819

Agenda No. 10.1

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING SALEM LAFAYETTE URBAN RENEWAL ASSOCIATES, LP TO PAYOFF CERTAIN CITY MORTGAGES AFFECTING NINE BUILDINGS LOCATED AT 21, 25, 27, 31 & 33 MONTICELLO AVENUE; 834 & 838 GRAND STREET; AND 4 & 8 MADISON AVENUE WHILE RETAINING THE LOW AND VERY LOW INCOME AFFORDABILITY CONTROLS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Salem Lafayette Urban Renewal Associates, LP is the owner of a certain tax abated project known as Salem Lafayette; and

WHEREAS, Salem Lafayette consists of nine (9) buildings providing approximately 74 units of rental housing affordable to families of low and very low income [Project]; and

WHEREAS, in 1996 the Project underwent significant renovations that were funded principally by the New Jersey Housing and Mortgage Finance Agency [NJHMFA] and a private lender; and

WHEREAS, the NJHMFA and the U.S. Department of Housing and Urban Development [HUD] mandated certain affordability controls in its loan documents and the Project deeds to insure affordability controls through at least 2028; and

WHEREAS, in 1996 the project underwent a significant renovation and received, in addition to the 15% of Annual Gross Revenue tax exemption, two City based loans to finance the improvements; and

WHEREAS, pursuant to a Regional Contribution Agreement, the City loaned the Project \$640,000 which loan was secured by a third mortgage in favor of the City and recorded on December 8, 1997 in Book 437 at Page 244 in the Office of the Hudson County Register; and

WHEREAS, pursuant to a CDBG grant [Community Development Block Grant], the City/Jersey City Redevelopment Agency loaned the Project \$400,000, which loan was secured by a fourth mortgage in favor of the Jersey City Redevelopment Agency [JCRA] was recorded in Book 6075 at Page 149 in the Office of the Hudson County Register; and

WHEREAS, the owner has proposed to pay off the principal amounts of both loans but without interest, while retaining the affordability controls, in order to enable the owner to refinance the project and in part, provide some capital improvements to the project; and

WHEREAS, according to the City of Jersey City's financial advisor, in a report dated October 27, 2015 and attached hereto as Exhibit A, it is in the City's best interests to allow the payoff of the principal amounts of the City and JCRA loans and the execution of Discharges of Mortgage since the entitlement to interest in 2028 is not only remote in time but speculative given the City's and JCRA's loan positions, as well as the project's future capital needs and likely fair market value; and

WHEREAS, these repaid funds can be reallocated by the City and the JCRA now for other eligible projects that will extend a present benefit the City of Jersey City.

City Clerk File No. Res. 15.819

Agenda No. 10.1

TITLE: **NOV 24 2015**

RESOLUTION AUTHORIZING SALEM LAFAYETTE URBAN RENEWAL ASSOCIATES, LP TO PAYOFF CERTAIN CITY MORTGAGES AFFECTING NINE BUILDINGS LOCATED AT 21, 25, 27, 31 & 33 MONTICELLO AVENUE; 834 & 838 GRAND STREET; AND 4 & 8 MADISON AVENUE WHILE RETAINING THE LOW AND VERY LOW INCOME AFFORDABILITY CONTROLS

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is hereby authorized to:

1. Accept a) \$640,000 which loan was secured by a third mortgage in favor of the City and recorded on December 8, 1997 in Book 437 at Page 244 and b) \$400,000 which loan was secured by a fourth mortgage in favor of the Jersey City Redevelopment Agency [JCRA] was recorded in Book 6075 at Page 149 in the Office of the Hudson County Register, in full satisfaction of the amounts due thereunder;
2. Execute Discharges of these mortgages provided that the City is fully satisfied that the low and very low income affordable housing controls shall remain in effect until at least 2028; and
3. Execute any other documents appropriate or necessary to effectuate the purposes of the within resolution.

JM/he
11/12/15

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 11.24.15											
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 SALEM LAFAYETTE URBAN RENEWAL ASSOCIATES, LP TO PAYOFF CERTAIN CITY MORTGAGES AFFECTING NINE BUILDINGS LOCATED AT 21, 25, 27, 31 & 33 MONTICELLO AVENUE; 834 & 838 GRAND STREET; AND 4 & 8 MADISON AVENUE WHILE RETAINING THE LOW AND VERY LOW INCOME AFFORDABILITY CONTROLS

Initiator

Department/Division	BA / HEDC	BA / HEDC
Name/Title	Robert Kakoleski / Anthony Cruz	BA / Dir
Phone/email		

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

Resolution Purpose

The City loaned the Salem Lafayette Project \$640,000, which loan was secured by a third mortgage in favor of the City and recorded on December 8, 1997 in Book 437 at Page 244 in the Office of the Hudson County Register.

In addition, the City/Jersey City Redevelopment Agency [JCRA] loaned the Project \$400,000, which loan was secured by a fourth mortgage in favor of the JCRA and recorded in Book 6075 at Page 149 in the Office of the Hudson County Register.

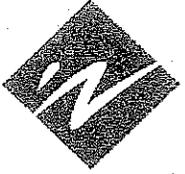
The owner now proposes to pay off the principal amounts of both loans, without interest, while retaining the affordability controls, in order to enable the owner to refinance the project. This will enable, and in part, provide some capital improvements to the project. The repaid funds can be reallocated by the City and the JCRA now for other eligible projects that will provide a present benefit the City of Jersey City.

The City's Financial Advisor and Department of Housing, Economic Development & Commerce [HEDC] have reviewed the matter and commend the repayment and discharge.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



NW FINANCIAL GROUP, LLC

Exceeding Expectations

MEMORANDUM

TO: Mr. Bob Kakoieski
Ms. Joanne Monahan

FROM: Michael Hanley
NW Financial Group

RE: Salem Lafayette

DATE: October 27, 2015

NW Financial Group ("NW") has reviewed the proposal by the owner of Salem Lafayette Apartments requesting both Jersey City (the "City") and the Jersey City Redevelopment Agency (the "JCRA") allow a repayment of their outstanding mortgages at a steep discount.

The following items are of note regarding the project:

- The project will remain rent restricted regardless of the decision of the City and the JCRA related to the mortgages.
- The City is currently owed \$640,000 in principal with interest accruing at 7.03% due in 2028. (As of 12/13 accrued interest was \$1,132,376)
- The JCRA is currently owed \$400,000 in principal with interest accruing at 7.03% due in 2028. (As of 12/13 accrued interest was \$728,226)
- NJHMFA is owed approximately \$400,000 in principal at 1% interest that was modified from over \$600,000 in 2013 and is due in 2020.

The pro-forma, attached as Exhibit A, indicates the owner would likely receive \$5.15 million in income between 2015 and 2028 if there is no adjustment to the current mortgages. The \$5 million in cash flow represents over \$3 million on a present value basis.

NW also analyzed a refinancing scenario based on the existing market for loans of this type. The analysis indicates that the developer would receive \$4.5 million in proceeds as a result of a refinancing. After paying off the principal existing loans, the owner could receive up to \$3 million in upfront proceeds as a result of the financing. However, the project likely needs capital improvements that would be financed, decreasing the up-front dollars to the owner.

In 2028, the project will have accrued over \$8 million in debt to the City and the JCRA. The recovery of those funds is speculative. The value of the property as an affordable housing project at that time could be somewhere between \$6 and \$8 million. This analysis does not take into

account financing for capital needs during that period. It is likely that the project will need significant repairs during or at the time the debt matures. This would reduce the amount of dollars available to repay the City and JCRA loans even further.

After sharing this analysis with the developer, he indicated that he would be willing to pay the entire outstanding principal amount of the mortgages outstanding for both the City and the JCRA and that the deep discount would not be a requirement of the project. This allows both the City and the JCRA to reinvest the dollars in new projects to generate additional units throughout the City rather than waiting for 14 years to receive an uncertain repayment.

Please let me know if you have time to discuss whether you would like to start the process of working with the developer to release the mortgage or if there is additional information you would like to receive.

Exhibit A

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14
REVENUE														
Rental Income	\$ 1,116,060	\$ 1,149,542	\$ 1,394,028	\$ 1,219,549	\$ 1,256,135	\$ 1,299,819	\$ 1,332,694	\$ 1,372,613	\$ 1,413,791	\$ 1,456,205	\$ 1,499,891	\$ 1,544,888	\$ 1,591,235	\$ 1,638,972
Bed Debt (2%)	(23,921)	(25,991)	(23,661)	(24,991)	(25,123)	(25,876)	(26,653)	(27,452)	(28,276)	(29,124)	(29,998)	(30,898)	(31,825)	(32,779)
Vacancy (3%)	(33,482)	(34,486)	(35,521)	(36,586)	(37,684)	(38,815)	(39,979)	(41,178)	(42,414)	(43,686)	(44,997)	(46,347)	(47,737)	(49,169)
Net Rent	\$ 1,060,257	\$ 1,092,065	\$ 1,124,827	\$ 1,158,571	\$ 1,193,329	\$ 1,229,228	\$ 1,265,002	\$ 1,303,982	\$ 1,343,102	\$ 1,383,395	\$ 1,424,897	\$ 1,467,644	\$ 1,511,673	\$ 1,557,023
Other Income*	\$ 1,228	\$ 1,265	\$ 1,303	\$ 1,342	\$ 1,382	\$ 1,424	\$ 1,466	\$ 1,510	\$ 1,556	\$ 1,602	\$ 1,650	\$ 1,700	\$ 1,751	\$ 1,803
Total Revenue	\$ 1,061,485	\$ 1,093,330	\$ 1,126,130	\$ 1,159,913	\$ 1,194,711	\$ 1,230,522	\$ 1,267,469	\$ 1,305,493	\$ 1,344,657	\$ 1,384,997	\$ 1,426,547	\$ 1,469,343	\$ 1,513,424	\$ 1,558,827
EXPENSES*														
Administrative	\$ 72,601	\$ 74,779	\$ 77,022	\$ 79,333	\$ 81,713	\$ 84,164	\$ 86,689	\$ 89,290	\$ 91,968	\$ 94,727	\$ 97,569	\$ 100,496	\$ 103,511	\$ 106,616
Salaries and Related Charges	193,101	198,894	204,861	211,007	217,337	223,857	230,573	237,490	244,615	251,933	259,512	267,297	275,316	283,576
Maintenance & Repairs	58,972	60,741	62,563	64,440	66,375	68,364	70,415	72,528	74,703	76,945	79,253	81,631	84,079	86,602
Maintenance Contracts	25,165	25,920	26,698	27,498	28,323	29,173	30,046	30,950	31,878	32,835	33,820	34,834	35,879	36,956
Utilities	163,318	168,217	173,264	178,462	183,816	189,330	195,010	200,860	206,886	213,093	219,486	226,070	232,852	239,838
Management Fee	75,551	77,917	80,152	82,556	85,093	87,864	90,711	92,818	95,705	98,576	101,534	104,580	107,717	110,948
Real Estate Taxes	98,816	100,781	102,834	104,979	111,218	114,555	117,992	121,531	125,177	128,933	132,801	136,785	140,888	145,115
Insurance	25,866	26,436	27,229	28,045	28,887	29,753	30,646	31,565	32,512	33,488	34,492	35,527	36,593	37,691
Replacement Reserve	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Expenses	\$ 749,188	\$ 764,584	\$ 785,622	\$ 809,320	\$ 832,700	\$ 856,781	\$ 881,593	\$ 907,132	\$ 933,445	\$ 960,549	\$ 989,466	\$ 1,017,220	\$ 1,046,856	\$ 1,077,941
Income Available for Debt	\$ 312,297	\$ 328,745	\$ 339,508	\$ 350,593	\$ 362,011	\$ 373,771	\$ 385,884	\$ 398,361	\$ 411,212	\$ 424,448	\$ 438,081	\$ 452,124	\$ 466,588	\$ 481,485
Current Debt Service	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600	\$ 63,600
Net Cash flow	\$ 248,697	\$ 265,145	\$ 275,908	\$ 286,993	\$ 298,411	\$ 310,171	\$ 322,284	\$ 334,761	\$ 347,612	\$ 360,848	\$ 374,481	\$ 388,524	\$ 402,988	\$ 417,885

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

City Clerk File No. Res. 15.820

Agenda No. 10.J

Approved: NOV 24 2015

TITLE:



RESOLUTION AMENDING RESOLUTION 15.711 THAT AWARDED A CONTRACT TO THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. AS THE ONE-STOP OPERATOR FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE INVESTMENT ACT

COUNCIL offered and moved adoption of the following resolution;

WHEREAS, Resolution 15.711, approved on October 14, 2015, awarded a contract to the Jersey City Employment and Training Program, Inc. (JCEPT) to be the one-stop operator for the Local Workforce Investment Area under the Workforce Investment Act, 29 U.S.C. Sec. 2801 *et seq*; and

WHEREAS, the Workforce Investment Act has been amended and is now the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, it is necessary to amend Resolution 15.711 to indicate that the JCEPT is the City of Jersey City's one-stop operator for services provided under the WIOA; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that Resolution-15.711 is amended to indicate that the Jersey City Employment and Training Program, Inc. is the City of Jersey City's onestop operator for programs offered under the Workforce Innovation and Opportunity Act.

APPROVED: *Donna Mayer, CFO*
 APPROVED: _____
 Business Administrator

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

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
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 AMENDING A CONTRACT APPROVED BY RESOLUTION 15.711 TO APPROVE THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. AS THE ONE-STOP OPERATOR FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE INVESTMENT ACT

Project Manager

Department/Division	Business Administration	Budget Office
Name/Title	Elizabeth Castillo	Management Assistant
Phone/email	(201)547-5036	Castilloe@jcnj.org

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

Contract Purpose

It is necessary to amend Resolution 15.711 to indicate that the Jersey City Employment and Training Program, Inc. (JCEPT) is the City of Jersey City's one-stop operator for services provided under the Workforce Innovation and Opportunity Act (WIOA) and not "Local Workforce Investment Area (LWIA)", as previously known.

Cost (Identify all sources and amounts)

Workforce Investment Act Grant \$3,778,447.00

Contract term (include all proposed renewals)

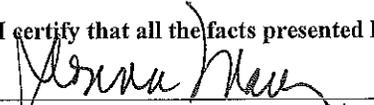
One (1) year period effective as of July 1, 2015 and terminating on June 30, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11/16/15
Date

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

City Clerk File No. Res. 15.711

Agenda No. 10.P

Approved: OCT 14 2015

TITLE:



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

COUNCIL offered and moved adoption of the following resolution;

WHEREAS, the Workforce Investment Act (Act), 29 U.S.C. Sec. 2801 et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Investment Area (WIA); and

WHEREAS, in order to be eligible to receive grants under the Act, the Governor of New Jersey must designate a municipality as a Local Workforce Investment Area (LWIA); and

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

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

WHEREAS, JCETP was first designated as a one-stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

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

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

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

WHEREAS, the City's agreement term with JCETP, will be effective as of July 1, 2015 and terminate on June 30, 2016, in the amount of \$3,778,447.00; and

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

a) Adults	2-213-40-558-221	\$846,307
b) Youth	2-213-40-558-222	\$882,506
c) Displaced Workers	2-213-40-558-223	\$531,268
d) TANF	2-213-40-558-224	\$834,625
e) Learning Link	2-213-40-558-229	\$ 62,000
f) WDP	2-213-40-558-230	\$ 95,680
g) PEPP	2-213-40-558-231	\$245,000
h) GA/SNAP	2-213-40-558-234	\$281,061

City Clerk File No. Res. 15-711

Agenda No. 10.P OCT 14 2015

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

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement, in substantially the form of the attached, authorizing the JCETP to administer the City's LWIA job training plan for a one (1) year period effective as of July 1, 2015 and terminating on June 30, 2016, in the amount of \$3,778,447.00.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	✓		
RAMCHAL		ABSENT		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]
Rodolfo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.821

Agenda No. 10.K

Approved: NOV 24 2015



TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR TELECOMMUNICATIONS CONSULTING SERVICES

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City wishes to award a contract for telecommunications consulting services to ensure the accuracy of billing received and the timeliness of service changes requested; and

WHEREAS, the City intends to use competitive contracting to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

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

- (1) the above recitals are incorporated herein by reference;
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a concession contract to a contractor for the provision telecommunications consulting services for a term not to exceed five (5) years.

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 11.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR TELECOMMUNICATIONS CONSULTING SERVICES

Initiator

Department/Division	Administration	Information Technology
Name/Title	Bob Magro	Data Processing Coordinator
Phone/email	201-547-4274	Bob@jcnj.org

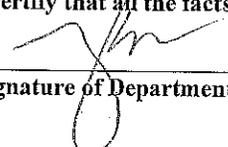
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

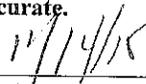
The City requires consulting services for telecommunications billing and service requests in order to ensure that our bills are correct with respects to line charges and timeliness of moves, adds, and changes to service.

The City intends to award a contract using the competitive contracting process, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 15-822

Agenda No. 10.1

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO A & J CONTRACTORS GROUP INC FOR MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS, PROJECT NO. E14-001 FOR THE DEPARTMENT OF ADMINISTRATION/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 bids for **Manhattan Avenue Streetscape Improvements, Project No. E14-001** for the Department of Administration/ 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 **(6) Bids**, the lowest responsible bid being that from **A & J Contractors Inc, 105 Federal Road, Monroe Twp, NJ 08831** in the total bid amount of **One Million, One Hundred Seventy Three Thousand, One Hundred Ninety Seven (\$1,173,197.30) Dollars and Thirty cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **One Million, One Hundred Seventy Three Thousand, One Hundred Ninety Seven (\$1,173,197.30) Dollars and Thirty cents** are available in **Grant Acct #02-213-40-404-314** and **Capital Acct #04-215-55-903-990**; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-404-314	118983	Grant Acct	\$1,073,590.00
04-215-55-903-990	118984	Capital Acct	\$99,607.30
		Total Contract	\$1,173,197.30
04-215-55-903-990	118985	Capital Acct Contingency	\$234,639.46
		Total Encumbrance	\$1,407,836.76

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.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **A & J Contractors 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

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 15.822

NOV 24 2015

Agenda No. 10.L

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO A & J CONTRACTORS GROUP INC FOR MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS, PROJECT NO. E14-001 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

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 shown below:

Acct. No.	P.O. #		Amount
02-213-40-404-314	118983	Grant Acct	\$1,073,590.00
04-215-55-903-990	118984	Capital Acct	<u>\$99,607.30</u>
		Total Contract	\$1,173,197.30
04-215-55-903-990	118985	Capital Acct Contingency	<u>\$234,639.46</u>
		Total Encumbrance	\$1,407,836.76

Approved by Peter Folgado, PPS
Peter Folgado, Director of Purchasing, QPA
PF/pc
11/13/15

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 11.24.15											
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 a contract to A & J Contractors Group, Inc for Manhattan Avenue Streetscape Improvements, Project E14-001 for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

Project Manager

Department/Division	Department of Administration	Arch., Engineering, Traffic & Trans.
Name/Title	Jose R. Cunha, P.E., C.M.E.	Municipal Engineer
Phone/email	201-547-4411	jcunha@jcnj.org

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

Contract Purpose

Manhattan Avenue is currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement, and traffic striping. Manhattan Ave. Streetscape Improvements project shall consist of new concrete curb and sidewalk, ADA handicap curb ramps with detectable warning surface, milling and resurfacing of the roadway, new traffic striping and signs, benches, trash receptacles, and associated work.

Cost (Identify all sources and amounts)

STATE FUND - BASE Contract	R# 0171892	\$1,073,590.00
CITY CAPITAL - BASE Contract	R# 0171893	\$99,607.30
BASE CONTRACT		\$1,173,197.30
CONTINGENCY 20%	R# 0172248	\$234,639.46
TOTAL		\$1,407,836.76

Contract term (include all proposed renewals)

180 Calendar Days after issuance of Notice to Proceed

Type of award

Public Bid Award

If "Other Exception", enter type

N/A

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were six (6) bidders:

A & J CONTRACTORS GROUP, INC., MONROE TWP., NJ	Bid Amount	\$1,173,197.30
POWER CONCRETE CO., INC., NEWARK, NJ	Bid Amount	\$1,354,114.25
S. BATATA CONSTRUCTION, SOUTH RIVER, NJ,	Bid Amount	\$1,392,127.50
J.A. ALEXANDER, INC.	Bid Amount	\$1,433,059.64
ASSUNCAO BROTHERS, EDISON, NJ	Bid Amount	\$1,568,414.05
TONY & SONS, INC	Bid Amount	\$1,640,244.60

I certify that all the facts presented herein are accurate.

Robert J. Kakoleski
Business Administrator

Date

Peter Folgado
Director of Purchasing, RPPO, QPA

Date

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0171892 & 0171893

PO # 118983 & 118984

DEPT/DIV: Admin/Arch, Eng, Traff & Transp

SUBJ: Manhattan Avenue Streetscape Improvements
Project NO. E14-001

GOODS & SERVICES NON BIDS

	<i>Amending</i>	<i>Emergency</i>	<i>EUS</i>	<i>GSA</i>	<i>Ordinance</i>	<i>Pay to Play</i>	<i>Prof Service</i>	<i>State Contract</i>	<i>Library</i>	<i>Resolution</i>
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

BIDS

	<i>Goods & Services</i>	<i>Construction</i>	<i>RFP's</i>	<i>RFQ's</i>	<i>Resolution</i>	<i>Amending</i>
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:



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : November 9, 2015

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : **Manhattan Avenue Streetscape Improvements
Jersey City Project No: E14-001
Recommendation of Award of Contract**

Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

A & J CONTRACTORS GROUP, INC.
105 FEDERAL ROAD
MONROE TWP, NJ 08831

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **November 24, 2015 council meeting**.

REQ #	FUNDING	ACCOUNT NUMBER	AMOUNT
0171892	Grant Account - Base	02-213-40-404-314	\$1,073,590.00
0171893	Capital Account - Base	04-215-55-903-990	\$ 99,607.30
		TOTAL BASE BID	\$1,173,197.30
0172248	Capital Account Contingency 20%	04-215-55-903-990	\$ 234,639.46
		TOTAL	\$1,407,836.76

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

Attachments

- C: Jose R. Cunha, P.E., C.M.E., Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

G:\PROJECTS by NAMES\Manhattan Ave E14-001\Correspondence\PF-Recommendation letter.docx



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4411 | F: 201 547-4412



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : November 9, 2015

FROM : Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

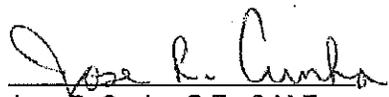
TO : Robert Kakoleski, Business Administrator

SUBJECT : **Manhattan Avenue Streetscape Improvements
Jersey City Project No: E14-001
Recommendation of Award of Contract**

Engineering has received six (6) bids for the Manhattan Ave. Streetscape Improvements Project on Thursday, November 5, 2015:

A & J Contractors, Inc., Monroe Twp., NJ	Bid Amount \$1,173,197.30
Power Concrete, Newark, NJ	Bid Amount \$1,354,114.25
S. Batata Construction, South River, NJ	Bid Amount \$1,392,127.50
J.A. Alexander, Inc., Bloomfield, NJ	Bid Amount \$1,433,059.64
Assuncao Bros., Edison, NJ	Bid Amount \$1,568,414.05
Tony & Sons, Inc.,	Bid Amount \$1,640,244.60

Upon review of the bid proposals, we recommend award of contract to **A & J Contractors** in the amount of \$1,173,197.30. We respectfully request that a 20% contingency in the amount of \$234,639.46 be included in the award in case of unforeseen and unexpected field condition for a total award of \$1,407,836.76.


Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

Cc: Brian Weller
Stanley Huang
Chris Piersa
Dawn Odom

VARIOUS STREETS - 2014 - JERSEY CITY

MANHATTAN AVENUE STREETScape IMPROVEMENTS

PROJECT #E14-001

BID ANALYSIS			BID RECEIVED DATE: 11/5/15		ENGINEER'S ESTIMATE		A & J CONTRACTORS		POWER CONCRETE		S. BATATA		J.A. ALEXANDER		ASSUNCAO.BROTHERS		TONY & SON	
ITEM NO.	DESCRIPTION	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
1	TREE REMOVAL GREATER THAN 12" DIAMETER	UNIT	\$ 800.00	\$4,800.00	\$ 2,000.00	\$ 10,000.00	\$ 750.00	\$ 3,750.00	\$ 1,000.00	\$ 5,000.00	\$ 3,000.00	\$ 15,000.00	\$ 1,575.00	\$ 7,875.00	\$ 2,500.00	\$ 12,500.00		
2	EXCAVATION, TEST PITS (IF & WHERE REQUIRED)	CY	\$ 60.00	\$2,520.00	\$ 1.00	\$ 50.00	\$ 100.00	\$ 5,000.00	\$ 20.00	\$ 1,000.00	\$ 0.01	\$ 0.50	\$ 0.01	\$ 0.50	\$ 1.00	\$ 50.00		
3	CONSTRUCTION SIGNS	SF	\$ 20.00	\$3,600.00	\$ 5.00	\$ 750.00	\$ 20.00	\$ 3,000.00	\$ 1.00	\$ 150.00	\$ 0.01	\$ 1.50	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00		
4	BREAKAWAY BARRICADES	UNIT	\$ 100.00	\$1,000.00	\$ 1.00	\$ 10.00	\$ 10.00	\$ 100.00	\$ 1.00	\$ 10.00	\$ 0.01	\$ 0.10	\$ 0.01	\$ 0.10	\$ 1.00	\$ 10.00		
5	DRUMS	UNIT	\$ 20.00	\$60.00	\$ 50.00	\$ 1,250.00	\$ 10.00	\$ 250.00	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 70.00	\$ 1,750.00		
6	TRAFFIC CONES	UNIT	\$ 10.00	\$600.00	\$ 30.00	\$ 2,400.00	\$ 10.00	\$ 800.00	\$ 1.00	\$ 80.00	\$ 0.01	\$ 0.80	\$ 20.00	\$ 1,600.00	\$ 12.00	\$ 960.00		
7	INLET TYPE 'B' (IF 7 WHERE DIRECTED)	UNIT	\$ 3,000.00	\$9,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,200.00	\$ 6,400.00		
8	RESET INLET WITH NEW FRAME, ECO CURB PIECE, BICYCLE SAFE GRATE	UNIT	\$ 800.00	\$16,800.00	\$ 1.00	\$ 23.00	\$ 1,100.00	\$ 25,300.00	\$ 2,500.00	\$ 67,500.00	\$ 1,100.00	\$ 25,300.00	\$ 1,354.00	\$ 31,372.00	\$ 1,500.00	\$ 34,500.00		
9	RESET MANHOLE, 24" SANITARY SEWER USING NEW CASTING	UNIT	\$ 500.00	\$24,000.00	\$ 800.00	\$ 32,000.00	\$ 750.00	\$ 30,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,000.00	\$ 40,000.00	\$ 950.00	\$ 38,000.00	\$ 700.00	\$ 28,000.00		
10	RESET MANHOLE, 30" SANITARY SEWER USING NEW CASTING	UNIT	\$ 500.00	\$2,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,500.00	\$ 7,500.00	\$ 3,000.00	\$ 15,000.00	\$ 1,300.00	\$ 6,500.00	\$ 1,500.00	\$ 7,500.00	\$ 2,300.00	\$ 11,500.00		
11	INLET FILTER, TYPE 2	UNIT	\$ 200.00	\$5,000.00	\$ 1.00	\$ 25.00	\$ 150.00	\$ 3,750.00	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25	\$ 20.00	\$ 500.00	\$ 75.00	\$ 1,875.00		
12	JUNCTION BOX ITS RELOCATION	UNIT	\$ 500.00	\$500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,625.00	\$ 2,625.00	\$ 500.00	\$ 500.00		
13	18"x24" CONCRETE VERTICAL CURB	LF	\$ 25.00	\$90,725.00	\$ 40.00	\$ 33,160.00	\$ 44.00	\$ 36,476.00	\$ 55.00	\$ 45,595.00	\$ 40.00	\$ 33,160.00	\$ 81.80	\$ 67,563.50	\$ 234.00	\$ 193,986.00		
14	CONCRETE SIDEWALK, 4" THICK	SF	\$ 55.00	\$47,430.00	\$ 66.00	\$ 536,976.00	\$ 75.00	\$ 610,200.00	\$ 65.00	\$ 528,840.00	\$ 90.00	\$ 732,240.00	\$ 79.60	\$ 648,812.00	\$ 65.00	\$ 536,976.00		
15	CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF & WHERE DIRECTED)	SF	\$ 75.00	\$18,750.00	\$ 66.00	\$ 16,500.00	\$ 72.00	\$ 18,000.00	\$ 60.00	\$ 15,000.00	\$ 65.00	\$ 16,250.00	\$ 100.00	\$ 25,000.00	\$ 72.00	\$ 18,000.00		
16	DETECTABLE WARNING SURFACE	SF	\$ 350.00	\$117,100.00	\$ 200.00	\$ 6,120.00	\$ 200.00	\$ 6,120.00	\$ 250.00	\$ 7,650.00	\$ 200.00	\$ 6,120.00	\$ 350.00	\$ 10,710.00	\$ 234.00	\$ 7,160.40		
17	DENSE-GRADED AGGREGATE (IF & WHERE REQUIRED)	TON	\$ 30.00	\$4,500.00	\$ 40.00	\$ 6,000.00	\$ 5.00	\$ 750.00	\$ 20.00	\$ 3,000.00	\$ 15.00	\$ 2,250.00	\$ 30.00	\$ 4,500.00	\$ 18.00	\$ 2,700.00		
18	HOT MIX ASPHALT, 1 1/2" INCH BASE COURSE, 6" THICK	TON	\$ 90.00	\$45,000.00	\$ 1.00	\$ 500.00	\$ 76.00	\$ 38,000.00	\$ 88.00	\$ 44,000.00	\$ 0.01	\$ 5.00	\$ 190.00	\$ 95,000.00	\$ 250.00	\$ 125,000.00		
19	HOT MIX ASPHALT, 2 1/2" INCH SURFACE COURSE, 2" THICK	TON	\$ 90.00	\$70,300.00	\$ 90.00	\$ 270,000.00	\$ 76.00	\$ 228,000.00	\$ 88.00	\$ 264,000.00	\$ 80.00	\$ 240,000.00	\$ 89.25	\$ 267,750.00	\$ 96.00	\$ 288,000.00		
20	HOT MIX ASPHALT MILLING, 3" OR LESS	SF	\$ 4.00	\$70,320.00	\$ 3.50	\$ 61,540.50	\$ 6.75	\$ 118,585.25	\$ 5.00	\$ 87,915.00	\$ 3.50	\$ 61,540.50	\$ 7.88	\$ 138,554.04	\$ 6.00	\$ 105,498.00		
21	SMALL DECIDUOUS TREE, 3-3.5' CAL., DAB (IF & WHERE DIRECTED)	UNIT	\$ 400.00	\$3,200.00	\$ 600.00	\$ 4,800.00	\$ 1,100.00	\$ 8,800.00	\$ 500.00	\$ 4,000.00	\$ 700.00	\$ 5,600.00	\$ 892.50	\$ 7,140.00	\$ 800.00	\$ 6,400.00		
22	TOPSOILING, 4" THICK	SF	\$ 5.00	\$500.00	\$ 10.00	\$ 1,000.00	\$ 5.50	\$ 550.00	\$ 3.00	\$ 300.00	\$ 4.00	\$ 400.00	\$ 15.00	\$ 1,500.00	\$ 1.00	\$ 100.00		
23	FERTILIZING & SEEDING, TYPE A	SF	\$ 2.00	\$200.00	\$ 5.00	\$ 500.00	\$ 1.50	\$ 150.00	\$ 1.00	\$ 100.00	\$ 0.85	\$ 85.00	\$ 10.00	\$ 1,000.00	\$ 1.00	\$ 100.00		
24	STRAW MULCHING	SF	\$ 2.00	\$200.00	\$ 5.00	\$ 500.00	\$ 1.50	\$ 150.00	\$ 1.00	\$ 100.00	\$ 0.85	\$ 85.00	\$ 10.00	\$ 1,000.00	\$ 1.00	\$ 100.00		
25	TRAFFIC SIGN WITH POST	SF	\$ 20.00	\$4,000.00	\$ 70.00	\$ 14,000.00	\$ 35.00	\$ 7,000.00	\$ 60.00	\$ 12,000.00	\$ 44.00	\$ 8,800.00	\$ 52.50	\$ 10,500.00	\$ 40.00	\$ 8,000.00		
26	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" WIDE	SF	\$ 1.50	\$4,875.00	\$ 1.50	\$ 4,875.00	\$ 1.50	\$ 4,875.00	\$ 1.25	\$ 6,727.50	\$ 0.67	\$ 3,605.94	\$ 0.58	\$ 3,121.55	\$ 0.60	\$ 3,229.20		
27	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	SF	\$ 2.50	\$10,425.00	\$ 6.00	\$ 25,020.00	\$ 7.00	\$ 29,190.00	\$ 5.00	\$ 20,850.00	\$ 6.00	\$ 25,020.00	\$ 4.73	\$ 19,724.10	\$ 5.50	\$ 22,935.00		
28	CONSTRUCTION LAYOUT	LS	\$ 5,000.00	\$5,000.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00		
29	RESET WATER VALVE BOX WITH RUBER	UNIT	\$ 100.00	\$4,000.00	\$ 100.00	\$ 4,000.00	\$ 160.00	\$ 6,400.00	\$ 100.00	\$ 4,000.00	\$ 25.00	\$ 1,000.00	\$ 100.00	\$ 4,000.00	\$ 50.00	\$ 2,000.00		
30	TRIEE PLATE (STEEL PLATE CURB)	LF	\$ 50.00	\$5,000.00	\$ 70.00	\$ 7,000.00	\$ 20.00	\$ 2,000.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00		
31	POLYMERIZED JOINT ADHESIVE	LF	\$ 3.00	\$13,800.00	\$ 1.00	\$ 4,600.00	\$ 2.00	\$ 9,200.00	\$ 1.00	\$ 4,600.00	\$ 0.01	\$ 46.00	\$ 1.84	\$ 8,464.00	\$ 7.50	\$ 34,500.00		
32	TACK COAT	GAL	\$ 1.00	\$850.00	\$ 0.01	\$ 8.80	\$ 4.00	\$ 3,520.00	\$ 1.00	\$ 880.00	\$ 0.01	\$ 8.80	\$ 3.00	\$ 2,640.00	\$ 4.00	\$ 3,520.00		
33	DECORATIVE BENCH, 4-FT. LONG	UNIT	\$ 800.00	\$2,400.00	\$ 1,000.00	\$ 4,000.00	\$ 1,100.00	\$ 4,400.00	\$ 1,200.00	\$ 4,800.00	\$ 1,400.00	\$ 5,600.00	\$ 2,000.00	\$ 8,000.00	\$ 1,200.00	\$ 4,800.00		
34	DECORATIVE BENCH, 8-FT. LONG	UNIT	\$ 900.00	\$3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,100.00	\$ 4,400.00	\$ 1,200.00	\$ 4,800.00	\$ 1,400.00	\$ 5,600.00	\$ 2,000.00	\$ 8,000.00	\$ 900.00	\$ 3,600.00		
35	TRASH RECEPTACLE, DECORATIVE	UNIT	\$ 800.00	\$8,000.00	\$ 1,000.00	\$ 10,000.00	\$ 850.00	\$ 8,500.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00		
36	3" RIGID METALLIC CONDUIT	LF	\$ 20.00	\$1,600.00	\$ 1.00	\$ 90.00	\$ 80.00	\$ 7,200.00	\$ 100.00	\$ 9,000.00	\$ 70.00	\$ 6,300.00	\$ 12.00	\$ 1,080.00	\$ 110.00	\$ 9,900.00		
37	GROUND WIRE, NO. 8 AWG	LF	\$ 2.00	\$200.00	\$ 10.00	\$ 1,000.00	\$ 4.00	\$ 400.00	\$ 3.50	\$ 350.00	\$ 3.50	\$ 350.00	\$ 2.63	\$ 263.00	\$ 37.50	\$ 3,750.00		
38	FOUNDATION, TYPE SPF	UNIT	\$ 500.00	\$1,500.00	\$ 100.00	\$ 300.00	\$ 1,100.00	\$ 3,300.00	\$ 2,500.00	\$ 7,500.00	\$ 7,000.00	\$ 21,000.00	\$ 2,205.00	\$ 6,615.00	\$ 3,530.00	\$ 10,590.00		
39	PEDESTRIAN SIGNAL HEAD	UNIT	\$ 300.00	\$900.00	\$ 200.00	\$ 600.00	\$ 1,800.00	\$ 5,400.00	\$ 4,000.00	\$ 12,000.00	\$ 5,000.00	\$ 15,000.00	\$ 1,575.00	\$ 4,725.00	\$ 2,800.00	\$ 8,400.00		
40	PEDESTRIAN SIGNAL STANDARD	UNIT	\$ 100.00	\$300.00	\$ 300.00	\$ 900.00	\$ 1,300.00	\$ 3,900.00	\$ 4,300.00	\$ 13,140.00	\$ 4,700.00	\$ 14,100.00	\$ 1,470.00	\$ 4,410.00	\$ 2,900.00	\$ 8,700.00		
41	PEDESTRIAN INSTRUCTION SIGN	UNIT	\$ 100.00	\$300.00	\$ 100.00	\$ 300.00	\$ 250.00	\$ 750.00	\$ 520.00	\$ 1,560.00	\$ 350.00	\$ 1,050.00	\$ 105.00	\$ 315.00	\$ 1,270.00	\$ 3,810.00		
42	PUSH BUTTON	UNIT	\$ 75.00	\$225.00	\$ 100.00	\$ 300.00	\$ 500.00	\$ 1,500.00	\$ 1,040.00	\$ 3,120.00	\$ 2,200.00	\$ 6,600.00	\$ 693.00	\$ 2,079.00	\$ 825.00	\$ 2,475.00		
43	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	LF	\$ 2.00	\$200.00	\$ 10.00	\$ 1,000.00	\$ 3.50	\$ 350.00	\$ 5.00	\$ 500.00	\$ 5.50	\$ 550.00	\$ 5.25	\$ 525.00	\$ 37.25	\$ 3,725.00		
44	CONTROLLER MODIFICATION	UNIT	\$ 500.00	\$1,500.00	\$ 500.00	\$ 1,500.00	\$ 3,000.00	\$ 9,000.00	\$ 1,200.00	\$ 3,600.00	\$ 3,500.00	\$ 10,500.00	\$ 1,050.00	\$ 3,150.00	\$ 3,015.00	\$ 9,045.00		
45	CELLULAR PHONE SERVICE	LS	\$ 2,000.00	\$2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,800.00	\$ 4,800.00	\$ 2,400.00	\$ 2,400.00		
SUBTOTAL (ITEMS 1-45)				\$1,028,400.00		\$1,085,897.30		\$1,262,614.23		\$1,347,627.50		\$1,348,758.64		\$1,484,114.05		\$1,555,944.60		
46	FUEL PRICE ADJUSTMENT	LS	\$ 1,200.00	\$1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00		
47	ASPHALT PRICE ADJUSTMENT	LS	\$ 3,100.00	\$3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00		
48	TRAFFIC DIRECTOR, JERSEY CITY POLICE	LS	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00		
FIXED PRICES (ITEMS 46-48)				\$84,300.00		\$84,300.00		\$84,300.00		\$84,300.00		\$84,3						

SCHEDULE OF PRICES

ITEM NO. 1 TREE REMOVAL, GREATER THAN 12" DIAMETER

5 Units @ \$ 2000 per Unit \$ 10,000.00

Two Thousand Dollars
(Write Unit Price)

ITEM NO. 2 EXCAVATION, TEST PITS (IF & WHERE DIRECTED)

50 C.Y. @ \$ 1.00 per Cubic Yard \$ 50.00

One Dollar
(Write Unit Price)

ITEM NO. 3 CONSTRUCTION SIGNS

150 S.F. @ \$ 5.00 per Square Foot \$ 750.00

Five Dollars
(Write Unit Price)

ITEM NO. 4 BREAKAWAY BARRICADES

10 Units @ \$ 1.00 per Unit \$ 10.00

one Dollar
(Write Unit Price)

ITEM NO. 5 DRUMS

25 Units @ \$ 50.00 per Unit \$ 1,250.00

Fifty Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6

TRAFFIC CONES

80 Units @ \$30.00 per Unit

\$ 2,400.00

Thirty Dollars
(Write Unit Price)

ITEM NO. 7

INLET TYPE 'B' (IF & WHERE DIRECTED)

2 Units @ \$3,000.00 per Unit

\$ 6,000.00

Three Thousand Dollars
(Write Unit Price)

ITEM NO. 8

RESET INLET WITH NEW FRAME, ECO CURB PIECE
TYPE 'N' AND BICYCLE SAFE GRATE

23 Units @ \$1.00 per Unit

\$ 23.00

One Dollar
(Write Unit Price)

ITEM NO. 9

RESET MANHOLE, 24", SANITARY SEWER,
USING NEW CASTING

40 Units @ \$800.00 per Unit

\$ 32,000.00

Eight Hundred Dollars
(Write Unit Price)

ITEM NO. 10

RESET MANHOLE, 30", SANITARY SEWER,
USING NEW CASTING

5 Units @ \$2,000.00 per Unit

\$ 10,000.00

Two Thousand Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 11	INLET FILTER, TYPE 2		
	25 Units @ \$ <u>1.00</u> per Unit	\$	<u>25.00</u>
	<u>One Dollar</u>		
	(Write Unit Price)		
ITEM NO. 12	JUNCTION BOX ITS RELOCATION		
	1 Units @ \$ <u>500.00</u> per Unit	\$	<u>500.00</u>
	<u>Five Hundred Dollars</u>		
	(Write Unit Price)		
ITEM NO. 13	9" X 20" CONCRETE VERTICAL CURB		
	829 L.F. @ \$ <u>40.00</u> per Linear Foot	\$	<u>33,160.00</u>
	<u>Fourth Dollars</u>		
	(Write Unit Price)		
ITEM NO. 14	CONCRETE SIDEWALK, 4" THICK		
	8,136 S.Y. @ \$ <u>66.00</u> per Square Yard	\$	<u>536,976.00</u>
	<u>Sixty Six Dollars</u>		
	(Write Unit Price)		
ITEM NO. 15	CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF & WHERE DIRECTED)		
	250 S.Y. @ \$ <u>66.00</u> per Square Yard	\$	<u>16,500.00</u>
	<u>Sixty Six Dollars</u>		
	(Write Unit Price)		

SCHEDULE OF PRICES

ITEM NO. 16 DETECTABLE WARNING SURFACE
30.6 S.Y. @ \$ 200.00 per Square Yard \$ 6,120.00
Two Hundred Dollars
(Write Unit Price)

ITEM NO. 17 DENSE-GRADED AGGREGATE (IF & WHERE
REQUIRED)
150 Tons @ \$ 40.00 per Ton \$ 6,000.00
Fourty Dollars
(Write Unit Price)

ITEM NO. 18 HOT MIX ASPHALT, 19M64 BASE COURSE, 8" THICK
500 Tons @ \$ 1.00 per Ton \$ 500.00
One Dollar
(Write Unit Price)

ITEM NO. 19 HOT MIX ASPHALT, 9.5M64 SURFACE COURSE, 2" THICK
3,000 Tons @ \$ 90.00 per Ton \$ 270,000.00
Ninety Dollars
(Write Unit Price)

ITEM NO. 20 HOT MIX ASPHALT MILLING, 3" OR LESS
17,583 SY @ \$ 3.50 per Square Yard \$ 61,540.50
Three Dollars and Fifty cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 21 SMALL DECIDUOUS TREE, 3-3.5" CAL. B&B
(IF & WHERE DIRECTED)
8 Units @ \$ 600.00 per Unit \$ 4,800.00
Six Hundred Dollars-
(Write Unit Price)

ITEM NO. 22 TOPSOILING, 4" THICK
100 S.Y. @ \$ 10 per Square Yard \$ 1,000.00
Ten Dollars-
(Write Unit Price)

ITEM NO. 23 FERTILIZING AND SEEDING, TYPE A
100 S.Y. @ \$ 5 per Square Yard \$ 500.00
Five Dollars-
(Write Unit Price)

ITEM NO. 24 STRAW MULCHING
100 S.Y. @ \$ 5 per Square Yard \$ 500.00
Five Dollars-
(Write Unit Price)

ITEM NO. 25 TRAFFIC SIGN WITH POST
200 S.F. @ \$ 70.00 per Square Foot \$ 14,000.00
Seventy Dollars-
(Write Unit Price)

SCHEDULE OF PRICES

- ITEM NO. 26 TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC
5,382 L.F. @ \$ 1.54 per Linear Foot \$ 8,073.00
One Dollar and Fifty Cents
(Write Unit Price)
- ITEM NO. 27 TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC
4,170 S.F. @ \$ 6.00 per Square Foot \$ 25,020.00
Six Dollars
(Write Unit Price)
- ITEM NO. 28 CONSTRUCTION LAYOUT
Lump Sum \$ 1.00
One Dollar
(Write Lump Sum Price)
- ITEM NO. 29 RESET WATER VALVE BOX WITH RISER
40 Units @ \$ 100.00 per Unit \$ 4,000.00
One Hundred Dollars
(Write Unit Price)
- ITEM NO. 30 TREE PLATE (STEEL PLATE CURB)
100 L.F. @ \$ 70.00 per Linear Foot \$ 7,000.00
Seventy Dollars
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 31	POLYMERIZED JOINT ADHESIVE 4,600 L.F. @ \$ <u>1.00</u> per Linear Foot <u>One Dollar -</u> (Write Unit Price)	\$ <u>4,600.00</u>
ITEM NO. 32	TACK COAT 880 Gal @ \$ <u>0.01</u> per Gallon <u>one cent</u> (Write Unit Price)	\$ <u>8.80</u>
ITEM NO. 33	DECORATIVE BENCH, 4-FT. LONG 4 Units @ \$ <u>1,000.00</u> per Unit <u>One Thousand Dollars -</u> (Write Unit Price)	\$ <u>4,000.00</u>
ITEM NO. 34	DECORATIVE BENCH, 6-FT. LONG 4 Units @ \$ <u>1,000.00</u> per Unit <u>One Thousand Dollars -</u> (Write Unit Price)	\$ <u>4,000.00</u>
ITEM NO. 35	TRASH RECEPTACLE, DECORATIVE 10 Units @ \$ <u>1,000.00</u> per Unit <u>One Thousand Dollars -</u> (Write Unit Price)	\$ <u>10,000.00</u>
ITEM NO. 36	3" RIGID METALLIC CONDUIT, EARTH 90 L.F. @ \$ <u>1.00</u> per Linear Foot <u>one Dollar -</u> (Write Unit Price)	\$ <u>90.00</u>

SCHEDULE OF PRICES

ITEM NO. 37	GROUND WIRE, NO. 8 AWG 100 L.F. @ \$ <u>10.00</u> per Linear Foot <u>Ten Dollars-</u> (Write Unit Price)	\$ <u>1,000.00</u>
ITEM NO. 38	FOUNDATION, TYPE SPF 3 Units @ \$ <u>100.00</u> per Unit <u>One Hundred Dollars-</u> (Write Unit Price)	\$ <u>300.00</u>
ITEM NO. 39	PEDESTRIAN SIGNAL HEAD 3 Units @ \$ <u>200.00</u> per Unit <u>Two Hundred Dollars-</u> (Write Unit Price)	\$ <u>600.00</u>
ITEM NO. 40	PEDESTRIAN SIGNAL STANDARD 3 Units @ \$ <u>300.00</u> per Unit <u>Three Hundred Dollars-</u> (Write Unit Price)	\$ <u>900.00</u>
ITEM NO. 41	PEDESTRIAN INSTRUCTION SIGN 3 Units @ \$ <u>100.00</u> per Unit <u>One Hundred Dollars-</u> (Write Unit Price)	\$ <u>300.00</u>
ITEM NO. 42	PUSH BUTTON 3 Units @ \$ <u>100.00</u> per Unit <u>One Hundred Dollars-</u> (Write Unit Price)	\$ <u>300.00</u>

SCHEDULE OF PRICES

ITEM NO. 43 TRAFFIC SIGNAL CABLE, 2 CONDUCTOR
100 L.F. @ \$ 10.00 per Linear Foot \$ 1,000.00
Ten Dollars -
(Write Unit Price)

ITEM NO. 44 CONTROLLER MODIFICATION
3 Units @ \$ 500.00 per Unit \$ 1,500.00
Five Hundred Dollars -
(Write Unit Price)

ITEM NO. 45 CELLULAR PHONE SERVICE
Lump Sum \$ 1,600.00
One Thousand Six Hundred Dollars -
(Write Lump Sum Price)

SUBTOTAL (ITEMS 1-45) \$ 1,088,897.30
(In Figures)
One million Eighty Eight Thousand, Eight Hundred & Ninety Seven Dollars and Thirty Cents
(Price in Words - Dollars and Cents)

ITEM NO. 46 FUEL PRICE ADJUSTMENT
Lump Sum \$ 1,200.00
One Thousand Two Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 47 ASPHALT PRICE ADJUSTMENT
Lump Sum \$ 3,100.00
Three Thousand One Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 48

TRAFFIC DIRECTOR, JERSEY CITY POLICE

Lump Sum

\$ 80,000.00

Eighty Thousand Dollars & Zero Cents
(Write Lump Sum Price)

TOTAL BID PRICE

\$ 1,173,197.30
(In Figures)

~~One million, one hundred & seventy three~~
(Price in Words - Dollars and Cents)
Thousand, one hundred & ninety seven Dollars
and thirty cents.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
A & J CONTRACTORS GROUP INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-788-021/000

SEQUENCE NUMBER:
0777621

ADDRESS:
9 EMERSON ST
CARTERET NJ 07008

ISSUANCE DATE:
09/10/04

EFFECTIVE DATE:
03/07/01

FORM-BRC(08-01)

John S. Teally
Acting Director

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: A & J CONTRACTORS GROUP INC.

Trade Name:

Address: 105 FEDERAL RD
MONROE TWP, NJ 08831-8015

Certificate Number: 0777621

Effective Date: March 30, 2001

Date of Issuance: November 10, 2015

For Office Use Only:

20151110142845840



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0777621 FOR A & J CONTRACTORS GROUP INC. IS VALID.

VERIFIED
PG

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): K. Spamy SBL/Man
Representative's Signature: K. Spamy
Name of Company: A&J Cont. Tel. No.: 332-803 Date: 11/05/15
5488

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

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

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

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

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

Representative's Name/Title (Print): Jose P. Mota / President
Representative's Signature: [Signature]
Name of Company: A & J Contractors Group, Inc.
Tel. No.: 732-446-1894 Date: 11/05/15

MWBE Page 3 Project Manhattan Ave. Streetscape

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
Milling	Paolella	48,000-			X
Paving	Tilson	240,000-			X
Stamping	Statewide	30,000-			X
Electrical	Tiffenry	5,000-			X

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?

Good Faith Effort

Name of Contractor A&W Contractors Group, Inc.

By: Signature X = [Signature]

Type or print name/title: Jose P. Mota / President

Telephone No: 732-446-1894 Date: Nov. 5, 2015

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: Nov. 5, 2015

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: Manhattan Ave Street 614-001

Contractor: A&J Contractors Group, Inc. Bid Amt. \$ 1,173,197.30

Please list what portions of the work, if any you intend to sublet; the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
<i>milling</i>				
<i>Paving</i>	<i>48,000-</i>			<i>X</i>
<i>Sidings</i>	<i>240,000-</i>			<i>X</i>
<i>Electrical</i>	<i>30,000-</i>			<i>X</i>
	<i>5,000-</i>			<i>X</i>

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

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 : A & J Contractors Group, Inc.

Address : 105 Federal Road, Monroe Twp, NJ, 08831

Telephone No. : 732-446-1894

Contact Name: Jose P. Mota

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res - 15 - 823

Agenda No. 10.M

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BEST ENTERPRISES, LLC FOR THE PURCHASE AND DELIVERY OF TWO MOBILE EMERGENCY TRAILERS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the 3400 Mobile Emergency Trailers are portable security and surveillance systems that enable a public agency to rapidly deploy security monitoring where and when needed. These trailer-based portable systems offers remote monitoring of any situation, allowing a public agency to observe people and protect assets; 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, Best Enterprises LLC, 6989 North 55th Street, Suite D, Oakdale, Minnesota 55128 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-0278P; and

WHEREAS, Best Enterprises LLC, 6989 North 55th Street, Suite D, Oakdale, Minnesota 55128 submitted a quote in the total amount of One Hundred Ten Thousand Dollars (\$110,000.00) for two 3400 Mobile Emergency Trailers; and

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$110,000.00 is available in Account No. 02-213-40-572-314 which represents the UASI Federal & State FY-15;

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 Best Enterprises LLC, 6989 North 55th Street, Suite D, Oakdale, Minnesota 55128 and the holder of GSA Contract GS-35F-0278P, in the amount of \$110,000.00 for two 3400 Mobile Emergency Trailers for the Office of Emergency Management.
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 BEST ENTERPRISES, LLC FOR THE PURCHASE AND DELIVERY OF TWO MOBILE EMERGENCY TRAILERS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

- 3. The award of this contact shall be subject to the condition that Best Enterprises LLC provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 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.

UASI Federal & State FY-15:

Account No.	Purchase Order	Amount
02-213-40-572-314	118929	\$110,000.00

Peter Folgado
Peter Folgado, Director of Purchasing,
QPA, RPPO

November 10, 2015
Date

PF/pv
11/10/15

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 <u>11.24.15</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.

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 BEST ENTERPRISES, LLC FOR THE PURCHASE AND DELIVERY OF TWO MOBILE EMERGENCY TRAILERS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

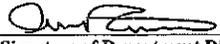
Department/Division	PUBLIC SAFETY	OEM HOMELAND SECURITY
Name/Title	W. GREG KIERCE	DIRECTOR
Phone/email	201.547.5681 Cell: 201-424-8625	wkierce@njcps.org

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

Resolution Purpose

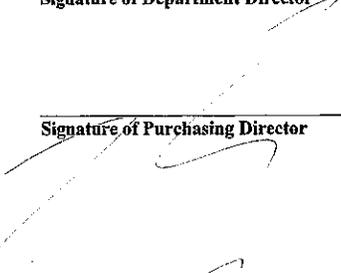
Provide a mobile surveillance camera/trailer for use by the Office of Emergency Management & Homeland Security funded by UASI FY 2015 Grant funds.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/5/15
Date



Signature of Purchasing Director

11/5/15
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BEST ENTERPRISES LLC
Trade Name:
Address: 6989 N 55TH ST SUITE D
OAKDALE, MN 55128-1724
Certificate Number: 1834650
Effective Date: November 13, 2013
Date of Issuance: November 05, 2015

For Office Use Only:
20151105155810848

Mobile PRO Systems

Smarter Solutions for Remote Applications



ESTIMATE

15424.1

DATE: 11/4/2015
 ESTIMATE#: 15424.1
 EXPIRATION: 12/6/2015
 PROJECT NAME: Jersey City Mobile Surveillance



TO: Jersey City, NJ
 W. Greg Kierce, Director
 715 Summit Avenue
 Jersey City, NJ 07306
 (201) 547-5681 ofc - (201) 424-8625 cell
 WKierce@njcps.org

SALES PERSON	PROJECT TITLE	PAID/PI TERMS
J.Bailargeon (f)	Office of Emergency Management & Homeland Security	50% START / 50% DELIVERY

QTY	DESCRIPTION	UNIT PRICE	EST. TOTAL PRICE
2	MPS 3400 SYSTEM	\$55,000.00	\$110,000.00

QTY	MODEL NUMBER	DESCRIPTION
1	MPS-3400-BASE	COMMANDER 3400 BASE SYSTEM
1	GEN-4000	MPS 3400 GENERATOR SYSTEM 4000W
1	BATT-KIT-12-100-12	1200 AH AGM BATT PACK
2	PTZ-P5635-E	AXIS - PTZ CAMERA 2.0 MP 1080p 30X
2	POE-12-35W	12VDC HI POE 35W
2	OPT-CM-AXIS	CAMERA MOUNT W/AXIS HUB
2	EXACQ-CAM	EXACQ COMPUTER LIC
1	COM-CP-IBR600	CRADLEPOINT CELLULAR MODEM WITH WI-FI ACCESS
1	COMP-I3-1TB	LAPTOP SERVER - I3/1TB
1	HD-JACK	HEAVY DUTY FRONT WHEEL JACK
1	3400-STORAGE	ROLLOUT STORAGE CONTAINER
1	CAM-RACK	4 CAMERA INTERNAL STORAGE RACK
1	OPT-SOLAR-470W	470W SOLAR SYSTEM 3400 KIT

PROPOSAL CREATED BY:

Jamie Bailargeon
 Sales Rep
 Best Enterprizes
 6989 N. 55th Street Suite D
 Oakdale, MN 55128
 Cell: 612-810-2500
 Direct: 651-294-3939
 eMail: Jamie.Bailargeon@MobileProSystems.com

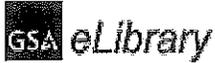
Total Less Options:	\$110,000.00
Estimated Sales Tax:	TBD
Estimated Shipping:	TBD
Estimate TOTAL:	\$110,000.00

COMMENTS: GSA ADVANTAGE, GS-35F-0278P, MPS-3400-15-012

I accept this estimate

11/4/15
 DATE

APPROVED
 FFY-15



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C *Contractor Information*

(Vendors) How to change your company information

Contract #: GS-35F-0278P	Socio-Economic : Small business
BEST	Service Disabled Veteran Owned Small business
Contractor: ENTERPRISES, LLC	EPLS : Contractor not found on the Excluded Parties List System
Address: 6989 N 55TH ST STE D OAKDALE, MN 55128-1724	Govt. Point of Contact: Heather Lucas Phone: 817-850-8377 E-Mail: heather.lucas@gsa.gov
Phone: 651-779-1022	Contract Clauses/Exceptions:
E-Mail: JAMIEB@BEST-ENT.COM	View the specifics for this contract
Web Address: http://www.best-ent.com	
DUNS: 122684413	
NAICS: 811212	

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0278P		Feb 11, 2019	132 12 132 8	



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[Battery chargers](#)

Manufacturers/Brands
[LRG TECH](#)

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• [Small Business](#)

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[Disaster Recovery items](#)
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Shipping

Minimum Order

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Found 25 products matching the following criteria.

Criteria: [GS-35F-0278P](#) in contract number and "mobile surveillance" and "[commander 3400](#)"

Did you mean: "[commander 3000](#)"

Sort by Limit by price Search within results
 GO



MOBILE SURVEILLANCE
MPS-3400-15-011

\$55,329.61 EA
30 days delivered ARO
From 1 source

Commander 3400 Base System.
MPS 3400 Generator System
4000W, 1200 AH AGM Batt Pack,
PTZ Camera 2.0 MP 1080P 30X
Zoom, 12VDC HIPOE 35W,
Camera Mount w/ Hub, Computer
LIC, Cellular M...

Mfr: LRG TECH

Contractor: [BEST ENTERPRISES, LLC](#) [GS-35F-0278P] ([s](#) [dv](#))



MOBILE SURVEILLANCE
MPS-3400-15-008

\$50,095.72 EA
30 days delivered ARO
From 1 source

Commander 3400 Base System.
MPS 3400 Generator System
4000W, 1200 AH AGM Batt Pack,
PTZ Camera 2.0 MP 1080P 30X
Zoom, 12VDC HIPOE 35W,
Camera Mount w/ Hub, Computer
LIC, Cellular M...

Mfr: LRG TECH

Contractor: [BEST ENTERPRISES, LLC](#) [GS-35F-

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 8	
4. COMPANY NAME Best Enterprises, LLC					
5. STREET	CITY	COUNTY	STATE	ZIP CODE	
6989 N 55th Street, Suite D	Oakdale	Washington	MN	55128	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE					
None					
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="text" value="0"/>					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text" value="7"/>					
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE					
City of Jersey City Jersey City NJ 07307					
Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	3	3	0	1	0	0	0	2	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	2	2	0	0	0	0	0	2	0	0	0	0	0
Office & Clerical	2	0	2	0	0	0	0	0	0	0	0	0	2
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	1	1	0	0	0	0	0	1	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	8	6	2	1	0	0	0	5	0	0	0	0	2
Total employment from previous report (if any)													
Temporary & Part-time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 10/16/15 To: 10/31/15		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Amy Tousey	SIGNATURE 	TITLE Office Manager	DATE MO DAY YEAR 11 10 15		
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
6989 N 55th Street, Suite D	Oakdale	Washington	MN	55128	651 - 779 - 1022

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

City Clerk File No. Res.15.824

Agenda No. 10.N

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO EMERGENCY VEHICLES INC. (EVI), FOR THE PURCHASE AND DELIVERY OF FOUR FORD EMERGENCY SERVICES VEHICLES UNITS UNDER GSA CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/ESU) FUNDED THROUGH THE PORT SECURITY FEDERAL & STATE GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Ford F350 and F550 are emergency NFPA approved special service units needed in preparation or response to major disasters or recovery declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attacks; 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, EVI, 705-13th Street, Lake Park, Florida 33403 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract GS-30F-0005R; and

WHEREAS, EVI, 705-13th Street, Lake Park, Florida 33403 submitted a quote in the total amount of Five Hundred Thirty Nine Thousand, Three Hundred Fifty Eight Dollars (\$539,358.00) for four emergency special service units; and

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$539,358.00 is available in Account No. 02-213-40-527-314 which represents the **Port Security Federal & State Grant**;

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 EVI, 705-13th Street, Lake Park, Florida 33403 and the holder of GSA Contract GS-30F-0005R, in the amount of \$539,358.00 for four emergency special service units.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. Res. 15.824

Agenda No. 10-N **NOV 24 2015**

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO EMERGENCY VEHICLES INC. (EVI), FOR THE PURCHASE AND DELIVERY OF FOUR FORD EMERGENCY SERVICES VEHICLES UNITS UNDER GSA CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/ESU) FUNDED THROUGH THE PORT SECURITY FEDERAL & STATE GRANT

- 3. The award of this contact shall be subject to the condition that EVI provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 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.

Port Security Federal & State Grant:

Account No.	Purchase Order	Amount
02-213-40-527-314	118981	\$539,358.00

Peter Folgado, Director of Purchasing,
QPA, RPPO

November 10, 2015
Date

PF/pv
11/10/15

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 11.24.15											
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.

Roland R. Lavarro, Jr.
Roland 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 EMERGENCY VEHICLES INC. (EVI), FOR THE PURCHASE AND DELIVERY OF FOUR FORD EMERGENCY SERVICES VEHICLES UNITS UNDER GSA CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/ESU) FUNDED THROUGH THE PORT SECURITY FEDERAL & STATE GRANT

Initiator

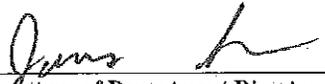
Department/Division	PUBLIC SAFETY	POLICE/EMERGENCY SERVICES UNIT (ESU)
Name/Title		
Phone/email		

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

Resolution Purpose

The Ford F350 and F550 are emergency special service units needed in preparation or response to major disasters or recovery declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attacks

I certify that all the facts presented herein are accurate.

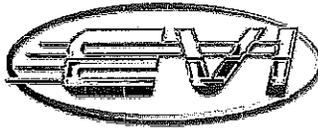


Signature of Department Director

11/10/15
Date

Signature of Purchasing Director

11/10/15
Date



"POLICE EMERGENCY SERVICE UNIT" - PROPOSAL

October 9, 2015

Jersey City Office of Emergency Management
715 Summit Avenue
Jersey City, New Jersey 07306

We hereby propose to furnish to you, subject to your acceptance of this proposal and the attached "sample" contract, the following apparatus and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein.

Qty.	Description	Price (ea)	Extension
2	2016 Ford F-550 4 x 4 Super Cab Emergency Service Units	\$ 191,983.00	\$ 383,966.00
		Sub-Total	\$ 383,966.00
		Taxes	None Included
F.O.B. JERSEY CITY, NEW JERSEY		TOTAL	\$ 383,966.00

TERMS OF PAYMENT: Payable upon delivery and acceptance of the completed vehicle.

Delivery is to be made, subject to all clauses of the attached contract, within approximately 150 calendar days from receipt of Chassis and approved construction drawings at the manufacturing facility.

We reserve the right to withdraw this proposal if not accepted within 30 days from the above date.

Respectfully Submitted By:

Agreed and Accepted By:


 Ernst R. Temme, President
Emergency Vehicles, Inc.
 705 13th Street
 Lake Park, FL 33403-2303
www.evi-fl.com

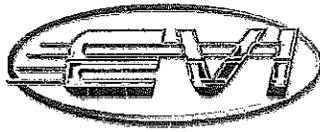
Authorized Signature

Printed Name/Title

Date

Purchase Orders under the Disaster Purchasing program must include the following statement:

This order is placed under GSA Schedule number "GS-30F-0005R" under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.



"POLICE SPECIAL SERVICE UNIT" – PROPOSAL

October 9, 2015

Jersey City Office of Emergency Management
715 Summit Avenue
Jersey City, New Jersey 07306

We hereby propose to furnish to you, subject to your acceptance of this proposal and the attached "sample" contract, the following apparatus and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein.

Qty.	Description	Price (ea)	Extension
2	2016 Ford F-350 4 x 4 Crew Cab Pick-up Special Service Units	\$ 77,696.00	\$ 155,392.00
		Sub-Total	\$ 155,392.00
		Taxes	None Included
	F.O.B. JERSEY CITY, NEW JERSEY	TOTAL	\$ 155,392.00

TERMS OF PAYMENT: Payable upon delivery and acceptance of the completed vehicle.

Delivery is to be made, subject to all clauses of the attached contract, within approximately 150 calendar days from receipt of Ford pick-up and approved construction drawings at the manufacturing facility.

We reserve the right to withdraw this proposal if not accepted within 30 days from the above date.

Respectfully Submitted By:

Agreed and Accepted By:

Ernst B. Temme, President
Emergency Vehicles, Inc.
705 13th Street
Lake Park, FL 33403-2303
www.evi-fl.com

Authorized Signature

Printed Name/Title

Date

Purchase Orders under the Disaster Purchasing program must include the following statement:

This order is placed under GSA Schedule number "GS-30F-0005R" under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

GSA State and Local Resources

The wealth of GSA's resources is not limited to federal agencies alone. Many state and local agencies can benefit from a variety of commercial products and services offered through GSA vehicles. This important aspect of GSA's mission is divided into seven distinct programs that provide access to important tools to help meet specific state and local objectives. To contact a GSA Customer Service Director in your region, please visit www.gsa.gov/csd.

	Eligible Activities	Legal Source	Program Use Guidelines	Resources
<p>*Federal Grantee Access to Schedules in Response to Public Health Emergencies</p>	State, Local, Tribal** and Territorial***** Governments	Section 40 U.S.C. § 501 (a)(1) provides that the Administrator of General Services shall take action for executive agencies to the extent that he determines that the action is advantageous to the Federal government in terms of economy, efficiency or service. This action includes the procurement, "and supply of personal property and nonpersonal services for executive agencies to use in the proper discharge of their responsibilities..." 40 U.S.C. § 501 (b)(1)(A)	State, local, tribal and territorial governments may purchase from all Federal Supply Schedules, when expending Federal grant funds in response to declared Public Health Emergencies.	GSA Schedule contractors are available to search on GSA eLibrary at: www.gsa.gov/elibrary and commercial products and services offered by Schedule contractors can be found at: www.gsaadvantage.gov
<p>*Disaster Recovery Purchasing Program</p> <p>www.gsa.gov/disasterrecovery</p>	State and local Municipal Governments** 	Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (Public Law 109-364)	State and local agencies may use GSA Schedules to purchase products and services before and after a major disaster as declared by the President.	State and local customers have access to all GSA eTools for market research, direct ordering or to place Requests for Information (RFI) and Requests for Quote (RFQ) under this program.***
<p>*Cooperative Purchasing Program</p> <p>www.gsa.gov/cooperativepurchasing</p>	State and local Municipal Governments**	Section 211 of the E-Government Act of 2002 and Public Law 110-248, Local Preparedness Acquisition Act	State and local agencies are granted access to products and services offered on Schedule 70, 84 and IT Special Item Numbers on the Consolidated Schedule.	State and local customers have access to all GSA eTools for market research, direct ordering or to place Requests for Information (RFI) and Requests for Quote (RFQ) under this program.***
<p>National Wildland Fire Program</p> <p>www.gsa.gov/fireprogram</p>	State and local firefighting organizations that have a cooperative agreement with their State Forester and approval from the U.S. Department of Agriculture's Forest Service	Interagency Agreement for Equipment/Supplies in Support of Wildland Fire Protection	State and local agencies can order products and services through GSA Global Supply™ procurement channel, upon receipt of a written cooperative agreement with the U.S. Forest Service.	Wildland fire items are available at: www.GSAGlobalsupply.gsa.gov
<p>*1122 Program</p> <p>www.gsa.gov/1122program</p>	State and units of local government****	Section 1122 of the fiscal year 1994 National Defense Authorization Act	State and local units of government, with support from their State Point of Contact (SPOC), can purchase products using GSA Schedules, provided that the items are used in the performance of counter-drug activities.	Visit the 1122 Program website to obtain the 1122 Catalog and to contact your respective State Point of Contact (SPOC) that is ready to help.
<p>Computers for Learning Program</p> <p>www.gsa.gov/computersforlearning</p>	Schools and educational nonprofit organizations located in the United States (Also includes the U.S. Virgin Islands, American Samoa, Guam, the Commonwealth of Puerto Rico, and the Commonwealth of the Northern Mariana Islands.)	Executive Order 12999 – Educational Technology, and 15 USC 3710 (i) commonly known as the Stevenson-Wydler Technology Innovation Act of 1980	Certain schools (public, private or parochial (pre-K through 12)), and certain educational nonprofit organizations that meet specific criteria can obtain excess federal computer equipment.	Federal Agencies should visit the GSAXcess website at: www.gsa.gov/gsaxcess in order to report their excess computers for transfer under the Computers for Learning Program.
<p>Federal Surplus Personal Property Donation Program</p> <p>www.gsa.gov/propertydonations</p>	Public agencies; nonprofit educational and health institutions; nonprofit and public programs for the elderly; public airports; and more	Title 40 of the U.S. Code, Section 549, formerly known as the Federal Property and Administrative Services Act of 1949	Entities that meet specific criteria can obtain all types of surplus property, except land or other real property, certain naval vessels, and records of the federal government.	When authorized by the State Agency for Surplus Property, eligible donees should visit the GSAXcess® website at: www.gsa.gov/gsaxcess to determine what surplus property is available for donation transfer.

* GSA State and Local Program that is based on state and local use of the Federal Supply Schedules.

** The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

*** GSA eTools include: GSA eLibrary (www.gsa.gov/elibrary), GSA Advantage!® (www.gsaadvantage.gov), and GSA eBuy (www.gsa.gov/ebuy).

**** City, county, township, town, borough, parish, village or other general purpose political subdivision of a State; an Indian tribe which performs law enforcement functions as determined by the Secretary of the Interior; or the District of Columbia Government or the United States Government performing law enforcement functions in and for the District of Columbia or the Trust Territory of the Pacific Islands.

***** Government of American Samoa, Government of Virgin Islands (including Virgin Islands Port Authority), Government of Guam, Commonwealth Government of Northern Mariana Islands, Trust Territories of the Pacific Islands, Marshall Islands, Micronesia, Palau and Puerto Rico.





New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1209988 FOR EMERGENCY VEHICLES INC IS
VALID.



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Acquisition
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Schedule Summary

For general questions, contact:

Phone: 703-605-5616

E-mail: ontheroad@gsa.gov

23 V AUTOMOTIVE SUPERSTORE - GSA purchases many types of new vehicles and vehicle related products for government agencies and DoD. Use AutoChoice to purchase: Alternative fuel vehicles; Ambulances; Buses; Light trucks; Light trucks - vocational; Medium and heavy trucks; Sedans; Wheelchair vans; Wreckers and carriers.

When using this schedule, you can access vendors directly to place an order for vehicles or accessories or you can contact GSA to place the order on your behalf! More information on these options is available through our CARS line at 703-605-CARS (2277). The following vehicles and accessories are available under GSA Schedule: Aerial Devices and Digger/Derricks; Construction Equipment, Road and Snow Maintenance; Fire Trucks; Low Speed Vehicles (Gas or Electric); Mobile Command Centers; Remanufactured Engines; Snow Maintenance Equipment; Tankers; Tires; Trailers; Trash Collectors and Recycling Vehicles; Truck Bodies; and Vehicle Accessories and Equipment.

GSA Contracts Online
Federal Buyers...
[View Contract Clauses >>](#)

Vendors
[Click here to view the current solicitation on FedBizOpps](#)

23 V Category list:

[▶ Download Contractors \(Excel\)](#)

Category	Description
----------	-------------

190 01	Fire Fighting Apparatus and Attachments - Includes:
--------	---

- a. NFPA 1901 compliant Command, Pumper, Initial Attack, Mobile Water Supply, Aerial, Quint, Special Service, and Mobile Foam Apparatus.
- b. NFPA 414 & FAA Circular 150/5220-10 compliant Aircraft Rescue and Fire Fighting Vehicles
- c. NFPA 1906 compliant Wildland Fire Apparatus
- d. NFPA 1901 & 1912 compliant Custom Fire Fighting Chassis and Fire Fighting Vehicle Glider Kits
- e. NFPA 1906 compliant Wild Land Fire Apparatus Vehicle bodies to be mounted on Government provided chassis.

190 03	
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**GSA
Federal
Acquisition
Service**

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Search: all the words

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-30F-0005R	Socio-Economic :	Small business
Contractor:	EMERGENCY VEHICLES, INC.		Woman Owned business
Address:	705 13TH ST WEST PALM BEACH, FL 33403-2303	EPLS :	Contractor not found on the Excluded Parties List System
Phone:	561-848-6652	Govt. Point of Contact:	
E-Mail:	jo@evi-fl.com	Sharon C. Hamer	
Web Address:	http://www.evi-fl.com	Phone: 703-819-5549	
DUNS:	615301819	E-Mail: sharon.hamer@gsa.gov	
NAICS:	336992		

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
23 V	AUTOMOTIVE SUPERSTORE	GS-30F-0005R		Dec 21, 2019	190 01		
					190 03		
					190 05		
					190 06		

**** Budget Account ****

Fund **2** FEDERAL & STATE GRANT FND
 G/L **213** RES GRANTS APPROP
 Cafr **40** RES GRANTS APPROPRD
 Subsidiary **527** PORT SECURITY-POLICE
 Line Item **314** CONTRACTUAL SERVICES
 Sort Code **65** DEPARTMENT OF POLICE
 Year/Period **2015 / 11**
 Chg. Year/Period /

Budget Amount **00.**
 Revised Budget **539,358.00**
 Beginning Balance **539,358.00**
 Prior YTD Expended **00.**
 Curr. YTD Expended **00.**
 Open Encumbered **00.**
 Ending Balance **539,358.00**

- View in Ascending Order
- View in Descending Order

[New Acct](#) [Previous >](#) [< Next](#)

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
JE	10	10/02/2015				BUDGET MODIFIC	.00	539,358.00

[Print Account](#)

[View Open Enc](#)

[View Lgl. Line](#)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 13618

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-14(d) and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 FEB 2016 to 15 JUN 2021.

EMERGENCY VEHICLES, INC
705 LAKE STREET
LAKE PARK, NJ 03440-2305
TEL: 334-2305



Robert A. Romano

Robert A. Romano,
Acting State Treasurer



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

City Clerk File No. Res. 15.825

Agenda No. 10.0

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR THE AERATION AND SEEDING OF JERSEY CITY BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) informal quotes were solicited for the Fall aeration and seeding of ball fields throughout Jersey City for the Division of Park Maintenance; and

WHEREAS, three (3) proposals were solicited, with the lowest, responsive and responsible being that from Gene's Landscaping, 13 Edgebrook Lane, Airmont, New York 10952 in the total amount of **Twenty One Thousand Six Hundred Dollars (\$21,600.00)**; and

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

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

WHEREAS, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

WHEREAS, funds in the amount of \$21,600.00 are available in the **Operating Account**.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
01-201-28-375-312	118921	\$21,600.00

(Continued on Page 2)

City Clerk File No. Res. 15.825

Agenda No. 10.0

TITLE: NOV 24 2015

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR THE AERATION AND SEEDING OF JERSEY CITY BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

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

1. A contract in the amount of \$21,600.00 for Fall aeration and seeding of Jersey City ball fields is awarded to Gene's Landscaping and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment 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
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$21,600.00 are available in the Operating Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
01-201-28-375-312	118921	\$21,600.00

Peter Folgado, Director of Purchasing,
QPA, RPPO

November 5, 2015
Date

PF/pv
11/5/15

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 <u>11.24.15</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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR THE AERATION AND SEEDING OF JERSEY CITY BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4449 /4802	csnow@jcnj.org

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

Contract Purpose

The purpose of this resolution is for:

- ✦ Aeration and seeding of various ball fields.
- ✦ Aeration for twelve (12) locations.
- ✦ Bayside , Mary Benson, Roberto Clemente Complex, Roberto Clemente Little League, Cochrane Stadium, Gateway Complex, Enos Jones , Lincoln Park West, Pershing Field, Metro Field, City Hall and Canco.
- ✦ Seeding at nine (9) parks.
- ✦ Audubon, Arlington, Van Vorst, Hamilton, Lafayette, Leonard Gordon, McGovern, Pavonia and Riverview parks.

Cost (Identify all sources and amounts)

01-201-28-375-312 (Park Maintenance Operating Account)
 Contract Amount = \$21,600.00

Contract term (include all proposed renewals)

This is a one (1) year contract.
 11/25/15 to 11/24/16.

Type of award

If "Other Exception", enter type

Additional Information

Three (3) proposals received:

- ❖ Gene's Landscaping for \$21,600.00
- ❖ FP Executive Landscapes for \$21,700.00
- ❖ Tri Season Landscaping for \$25,500.00

I certify that all the facts presented herein are accurate.

Mark Reardon
 Signature of Department Director

11/5/15
 Date

[Signature]
 Signature of Purchasing Director

11/16/15
 Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GENE'S LANDSCAPING INC.

Trade Name:

Address: 50 LINDEMANN AVE
CLOSTER, NJ 07624

Certificate Number: 0520233

Effective Date: March 17, 1987

Date of Issuance: November 05, 2015

For Office Use Only:

20151105094336232

P.O. NO.	118921	GENE'S LANDSCAPING				EXECUTIVE LANDSCAPING		TRI-SEASON		
REQ. NO.	172125	GENE FOX				LANDSCAPING				
DEPT/DIV	PARK MAINTENANCE	845-368-3143				201-760-1200		908-322-9495		
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT			UNIT COST	EXT AMT	
1	2015 FALL AERATION AND	1	EA	\$ 21,600.00	\$ 21,600.00	\$ 21,700.00	\$ 21,700.00	\$ 25,500.00	\$ 25,500.00	
2	SEEDING OF JERSEY CITY			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	BALL FIELDS			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4					\$ -					
5					\$ -					
6					\$ -					
7					\$ -					
8					\$ -					
9					\$ -					
10					\$ -					
		SUB-TOTAL				\$ 21,600.00		\$ 21,700.00		\$ 25,500.00
	DELIVERY/SHIPPING/HANDLING					\$ -		\$ -		\$ -
		TOTAL				\$ 21,600.00		\$ 21,700.00		\$ 25,500.00

NOTES:

Req # 0172125

GENE'S LANDSCAPING

13 Edgebrook lane
Airmont N.Y. 10952

845-368-3143
Cell- 201-538-8451

October 14th 2015

Mr. Cleveland Snow
Director of Park Maintenance
City of Jersey City

Mr. Snow,

It was a pleasure, meeting with you the other day and also your associate Elizabeth Harley. We at Genes Landscaping thank you for the opportunity to bid on the seeding, core aeration, and fertilizer for some of your fields and parks. We would be delighted to improve your grounds to their best potential using the correct products. The grounds, which would be included in the quote for aeration and seeding ball fields only.

- 1- Bayside
- 2- Benson Park Complex
- 3- Roberto Clemente Sports Complex
- 4- Clemente LL Roberto
- 5- Cochrane Stadium (Caven Point complex)
- 6- Gateway Park complex
- 7- Enos Jones includes Franco Field
- 8- Lincoln Park West
- 9- Pershing field
- 10- Metro field
- 11- City hall
- 12- Canco

Material used:

Tall fescue athletic mix winning colors 2500 lbs
10000 lbs 16-26-10 seed starter u-flex fertilizer

We will core aerate all field areas, using commercial 48" machine and 24 inch machine for smaller areas with three employees at all sites apply Tall Fescue (drought tolerant seed). This cultivar is used on all turf applications in the East as it stands up to drought and hard usage. Also we will be applying a seed starter fertilizer to all grass areas that were seeded and aerated.

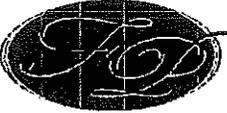
The Following locations will be applying seed starter fertilizer as described above only:

- 1-Audubon
- 2-Abington
- 3-Vancouver Park
- 4-Hamilton Park
- 5-Lafayette Park
- 6-Leonard Gordon Park
- 7-McGovern
- 8-Pavonia
- 9-Riverview

The proposed cost for all of above material and work. : 21,600.00

Thank you

Gene Fox
President

EXECUTIVE  LANDSCAPES

3 Industrial Ave., Upper Saddle River, NJ 07458
201-760-1200

October 5, 2015

FP Executive Landscapes, LLC – Quote

Scope of Work: Jersey City Parks

- Plug aeration and seeding and seed starter fertilization using tall fescue drought tolerant athletic mix fertilizer
- Seeding and fertilizer on the following locations ball fields only:
 - Bayside Park
 -
- Mary Benson Park
- Roberto Clemente Sports Complex
- Roberto Clemente Field & Cochrane Stadium (Caven Point)
- Gateway Park
- Enos Jones includes Franca Field
- Lincoln Park West
- Metro Field
- Pershing Field

Total Proposed Project: \$14,550.00

The following locations to have seed started and fertilizer only:

- Arlington Avenue Park
- Audubon Park
- Van Vorst
- Lafayette Park (Ercel Web)
- Hamilton Park
- Leonard Gordan Park
- McGoven Thomas Country Village
- Pavonia/Marion (martucci Soccer Field)
- Riverview (Capt. Clinton Fisk Park)
- City Hall
- Canco Park (Day Street)

Total Proposed Project: \$7,150.00

Grand Total Project: \$21,700.00

Lawn Maintenance • Irrigation • Snow Removal • Plantings & Flowers • Lighting • Patios
Holiday Decorations • Hardscapes • Walkways • Barbecues • Fire Pits

Tri-Season Landscaping and Construction, Inc.

2560 U.S. Highway 22, #345
 Scotch Plains, NJ 07076
 Tel: 908-322-9495
 Fax: 908-322-9596

Estimate

DATE	ESTIMATE #
10/15/2015	149

NAME / ADDRESS
ATTN: PARK MAINTENANCE CITY OF JERSEY CITY 13-15 LINDEN AVENUE EAST 2ND FLOOR JERSEY CITY, NJ 07305

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
RE: JERSEY CITY PARKS & FIELDS			
THIS QUOTE SERVES AS OUR PROPOSAL FOR THE FALL 2015 STARTER FERTILIZER APPLICATIONS, SEEDING & AERATION AT THE FOLLOWING LOCATIONS:			
1.) BAYSIDE 2.) MARY BENSON 3.) ROBERTO CLEMENTE COMPLEX 4.) ROBERTO CLEMENTE FIELD & COCHRANE STADIUM (CAVEN POINT) 5.) GATEWAY PARK 6.) ENOS JONES (INCLUDES FRANCO FIELD, LINCOLN PARK WEST, METRO FIELD, PERSING FIELD)			
2015 FALL STARTER FERTILIZER, SEEDING & AERATION:		25,500.00	25,500.00
TOTAL			\$25,500.00



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GENE'S LANDSCAPING INC.

Trade Name:

Address: 50 LINDEMANN AVE
CLOSTER, NJ 07624

Certificate Number: 0520233

Effective Date: March 17, 1987

Date of Issuance: November 02, 2015

For Office Use Only:

20151102135100741

GE228403WO

NOT AN
ELECTRICIANS
OR PLUMBERS
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

GENE'S LANDSCAPING INC.
Eugene Fox
15 Edgebrook Lane
Monsey NY 10952

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs
HAS REGISTERED
GENE'S LANDSCAPING INC
Home Improvement Contractor

NOT AN ELECTRICIANS OR PLUMBERS LICENSE
02/03/2016 TO 03/31/2016
VALID
SIGNATURE

02/03/2016 TO 03/31/2016
VALID

13VH05755100
LICENSE/REGISTRATION/CERTIFICATION #

[Signature]
ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS U
PLEASE NOTIFY:
Division of Consumer Affairs
P.O. Box 46016
Newark, NJ 07102

PLEASE DETACH HERE

GENE'S LANDSCAPING INC.

EXPIRATION DATE 2016

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 05755100 . 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 46016
Newark, NJ 07101

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 USE
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU
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
within reasonable proximity of your original license/registration/certificate at your principal office or place of business

DETERMINATION OF VALUE CERTIFICATION

I, Mark Redfield, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for the aeration and seeding of various ball fields citywide for the Division of Parks Maintenance.
3. The City informally solicited quotations for aeration and seeding.
4. The Department's recommendation is to award a contract to Gene's Landscaping.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

11/5/15
Date


Mark Redfield, DPW Director

**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 Gene's Landscaping Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 2015 (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 Gene's Landscaping Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Gene's Landscaping Inc

Signed [Signature] Title: Vice President

Print Name: EUGENE FOX Date: 11/4/15

Subscribed and sworn before me this 7 day of Nov, 2015.
[Signature]
(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)
WALTER A. DRISCOLL
Notary Public
State of New Jersey
My Commission Expires Sept. 11, 2019

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

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

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro 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:

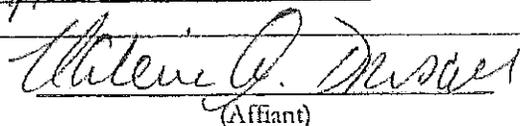
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Lisa Fox President	13 Edgebrook Ln Almont Nj 10952
Eugene Fox Vice President	13 Edgebrook Ln Almont Nj 10952

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: Green Land Song, Inc.
 Signed: [Signature] Title: Vice President
 Print Name: Eugene Fox Date: 11/4/15

Subscribed and sworn before me this 4th day of November, 2015

 (Affiant)
 My Commission expires:
 (Print name & title of affiant) (Corporate Seal)
VALERIE A. DRISCOLL
 Notary Public
 State of New Jersey
 My Commission Expires Sept. 11, 2017

VALERIE A. DRISCOLL
 Notary Public
 State of New Jersey
 My Commission Expires Sept. 11, 2017

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jenj.org

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): EUGENE FOX Vice President

Representative's Signature: [Signature]

Name of Company: Green Landscaping Inc

Tel. No.: 201-518-5451

Date: 11/4/15

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

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

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

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

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

Representative's Name/Title Print: EUGENE FOX
Representative's Signature: [Signature]
Name of Company: Gene's Landscaping Inc
Tel. No.: 201-532-8451 Date: 11/3/15

**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 : Gene's Landscaping Inc
Address : 13 Edgebrook Ln Airmont Ny 10912
Telephone No. : 201-538-8451
Contact Name : Gene Fox

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.

**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: Gene's Landscaping Inc

Address: 13 Edgebrook Ln Avenel NJ 07002

Telephone No.: 201-538-8481

Contact Name: Gene Fox

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 4
4. COMPANY NAME Gene's Landscaping Inc		
5. STREET 13 Edgbrook Ln	CITY Airmont	COUNTY Ny
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		STATE 10952
7. CHECK ONE: IS THE COMPANY:		ZIP CODE
<input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER		<input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 4		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
Jerry City	N.J.	
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees			MALE					FEMALE				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers		1			1								
Professionals													
Technicians		3			3								
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
Total													
Total employment from previous Report (if any)		4			4								
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Visually	14. IS THIS THE FIRST Employee Information Report Submitted? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: 8/1/15 TO: 10/31/15		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Eugen Fox	SIGNATURE <i>[Signature]</i>	TITLE Vice President	DATE 11/4/15
17. ADDRESS NO. & STREET 13 Edgbrook Ln	CITY Airmont	COUNTY Ny	STATE 10952
PHONE, AREA CODE, NO. 201-538-8437			

I certify that the information on this form is true and correct.



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY 22-2789904	2. ASSIGNED CERTIFICATION NUMBER 13VH05155100	ISSUE DATE 02/15/15	EXPIRATION DATE 3/31/16
--	--	------------------------	----------------------------

3. COMPANY NAME
Gene's Landscaping Inc

4. STREET CITY COUNTY STATE ZIP CODE
13 Edgebrook Ln Armonk Rockland Ny 10952

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
Eugene Fox [Signature] Vice Presid. 11/4/15

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
13 Edgebrook Ln Armonk Ny 10952 201-538-8451

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
----------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Gene's Landscaping Inc
 Street City County State Zip Code
13 Edgebrook Ln Armonk Ny 10922

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1		1									
PROFESSIONALS			1									
TECHNICIANS			1									
SALES WORKERS			1									
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	1		4									

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED
 LAST FIRST MI *FOR Eugene W [Signature]* 11/4/15
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
13 Edgebrook Ln Armonk Ny 10922

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

City Clerk File No. Res. 15.826

Agenda No. 10.P

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DEARBORN NATIONAL LIFE INSURANCE FOR A PERIOD OF TWO (2) MONTHS TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the contract with Dearborn National Life Insurance to provide life insurance for management employee of the City of Jersey City (City) expired on October 31, 2015; and

WHEREAS, the City must continue to provide life insurance to all eligible management employees of the City; and

WHEREAS, the City desires to extend the contract with Dearborn National Life Insurance for a period of two (2) months effective as of November 1, 2015 and ending on December 31, 2015; and

WHEREAS, the City may enter into a contract for life insurance pursuant to N.J.S.A. 40A11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"), and

WHEREAS, the City is in the processing of soliciting quotes for a new contract for a second time due to an insufficient response the first time and expects to receive proposals by November 24, 2015; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, the total cost of the contract extension is Twenty One Thousand (\$21,000.00) Dollars; and

WHEREAS, funds in the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) are available in account number 01-201-23-220-809; and

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

1. The extension of the contract with Dearborn National Life Insurance to provide life insurance for management employees, not to exceed two months is approved.
2. Upon certification by an official or employee of the City authorized to attest that Dearborn National Life Insurance has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DEARBORN NATIONAL LIFE INSURANCE FOR A PERIOD OF TWO (2) MONTHS TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

3. Notice of this action shall be published in a newspaper of general circulation within ten (10) days of the adoption of this resolution.

I, Donna Mauer, 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. POF 118980

Donna Mauer

Donna Mauer,
Chief Financial Officer

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											
					11.24.15						
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

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING EXTENSION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DEARBORN LIFE INSURANCE COMPANY FOR A PERIOD OF TWO MONTHS, NOVEMBER 1, 2015 THROUGH DECEMBER 31 2015 TO PROVIDE LIFE AND AD&D INSURANCE TO ELIGIBLE MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

Project Manager

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

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

Contract Purpose

To provide life and AD&D insurance to eligible management employees with the current life insurance company.

By extending the current plan an additional two (2) months the City has put a second Request for Proposal (RFP) out for bid to obtain economical and reasonable rates from several companies. The first RFP had only one response and the vendor would not complete the necessary forms for the contract. This will give management employees life and AD&D coverage until the end of the year and bring the new contract in sync with the calendar year budget.

Cost (Identify all sources and amounts)

Account: 01-201-23-220-809
\$21,000.00 – two months

Contract term (include all proposed renewals)

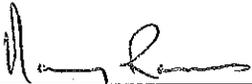
Two months (November 1, 2015 - December 31, 2015).

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

11-9-15
Date

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Requisition #

0172246

Vendor
DEARBORN NAT'L LIFE INSURANCE,
1020 31ST STREET
DOWNERS GROVE IL 60515

DE137200

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Contact Info
Michaline Yurcik
0000000547

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MGT LIFE INSURANCE	01-201-23-220-809	21,000.00	21,000.00
		MANAGEMENT LIFE INSURANCE POLICY FOR ALL ELIGIBLE MANAGEMENT EMPLOYEES EXTENDED CONTRACT FOR TWO (2) MONTHS NOVEMBER 1, 2015 - DECEMBER 31, 2015			
		TOTAL AMOUNT: \$21,000.00 AMOUNT TO BE ENCUMBERED: \$21,000.00			
		PARTIAL PAYMENT VOUCHERS			

Requisition Total 21,000.00

Req. Date: 11/09/2015
Requested By: MICHALNE
Buyer Id:

Approved By: _____

This Is Not A Purchase Order

City Clerk File No. Res. 15-827

Agenda No. 10-Q NOV 24 2015

TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO ADD RAHAT A. CHATHA, TO SERVE AS PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2015**

- (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five (\$75.00) Dollars.
- (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five (\$75.00) Dollars.
- (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.

2. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: **15-01-201-43-495-312** for payment of this Resolution.

PO# 119025

Donna Mauer

Donna Mauer, Chief Financial Officer

MS:

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 <u>11 24 15</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]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

BAR ADMISSIONS

- New Jersey State Bar, December 2009.
- New York State Bar, May 2010.

EDUCATION

PACE UNIVERSITY SCHOOL OF LAW, White Plains, NY
Juris Doctor received May 2009

- **Dean's List:** Fall 2008; Spring 2009
- **Honors:** Hudson County Bar Foundation Scholarship

RUTGERS UNIVERSITY, New Brunswick, NJ
Bachelor of Arts received October 2003

- **Major:** Political Science **Minor:** Economics
- **Honors:** Edward J. Bloustein Distinguished Scholar

PROFESSIONAL EXPERIENCE

LAW OFFICE OF SHARON RIVENSON MARK, P.C., Jersey City, NJ
Associate Attorney, September 2012 – Present

Provide representation primarily in the area of Elder Law & Disability Planning to address a variety of legal matters generally associated with elder clients, disabled clients, and clients with disabled dependents. These include issues related to Guardianships, Trusts and Estates, Medicaid and Veterans Affairs. Prepare Interim and Final Accounting for decedent's estates. Co-edited New Jersey Practice Guide to Medicaid Laws and Regulations 2013-2014 and 2014-2015 editions.

HON. MARYBETH ROGERS, SUPERIOR COURT OF NEW JERSEY, Jersey City, NJ
Judiciary Law Clerk, September 2011 – August 2012

Conducted legal research and related administrative work. Prepared memoranda, opinions and orders for the Judge in the area of family law. Observed court sessions, including oral arguments and trials, and recorded necessary case information. Supervised and trained judicial interns. Successfully mediated 80% of cases.

HUDSON COUNTY SURROGATE'S COURT, Jersey City, NJ
Law Clerk, November 2010 – August 2011

Drafted legal memoranda regarding issues before the Surrogate. Prepared and assisted in the execution of applications for adoptions, administrations of estates, the probate of wills and trusts, and to appoint guardians for minors and incapacitated persons.

INTERNSHIPS AND PROBONO EXPERIENCE

MILLER MEYERSON & CORBO, Jersey City, NJ
Intern, June 2010 – September 2010

Performed extensive research and prepared legal memoranda on legal issues in civil and criminal litigation. Prepared interrogatories, drafted complaints and assisted attorneys in trial preparation.

NORTHEAST NEW JERSEY LEGAL SERVICES, Jersey City, NJ
Pro Bono Attorney, April 2010 – November 2010

Applied immigration legislation, rules and policy when handling immigration issues of legal permanent residents. Conducted intake interviews with clients, working through interpreters where necessary.

HON. MARYBETH ROGERS, SUPERIOR COURT OF NEW JERSEY, Jersey City, NJ

Judicial Intern, April 2010 – November 2010

Conducted legal research and related administrative work in the preparation of opinions and orders for the Judge concerning landlord and tenant disputes, and special civil and civil cases. Attended court sessions, including oral arguments and trials, and recorded necessary case information.

BRAZILIAN-AMERICAN INSTITUTE FOR LAW AND ENVIRONMENT, White Plains, NY

Research Fellow, January 2010 – April 2010

Performed research on the improvement of environmental protection and sustainable social and economic development in the United States and Brazil.

WILSON, BAVE, CONBOY, COZZA & COUZENS, P.C., White Plains, NY

Summer Associate, Intern, July 2008 – January 2009

Conducted extensive legal research and prepared memoranda in the areas of real estate law, elder law and family law. Reviewed contracts and drafted wills, trusts, affidavits, complaints and motions. Engaged in client interviewing and fact investigation.

NINTH DISTRICT JUDICIAL INTERNSHIP PROGRAM, New City, NY

Judicial Intern, June 2008 – July 2008

Worked with Rockland County Surrogate and County Court Judge. Researched and prepared motions in the areas of family law, elder law, real estate law, medical malpractice and matrimonial law. Analyzed the law, reviewed contracts, wills and trusts, and drafted proposed decisions. Observed the courtroom process, trials, hearings and conferences.

SECURITIES ARBITRATION CLINIC, White Plains, NY

Intern, May – August 2007

Handled arbitrations and mediations on behalf of small investors in disputes with securities brokers, under faculty supervision. Engaged in client interviewing and counseling, fact and claim investigation, legal research, contract review, and preparation of legal memoranda. Participated in discovery and negotiated settlements.

PROFESSIONAL ORGANIZATIONS

- Board Member: Communities in Cooperation, Inc.
- Committee Person: Ward C, District 11 in Jersey City, New Jersey
- Member: Hudson County Bar Association; Hudson Inn; New Jersey State Bar Association; National Academy of Elder Law Attorneys; New Jersey Coalition Against Human Trafficking.
- Mentor: Sisters Transitioning and Reintegrating Together through Communities In Cooperation, Inc.
- Speaker: Milad Committee of North America.

COMPUTER SKILLS

ADOBE, Microsoft Excel, Microsoft Word, Microsoft PowerPoint, Windows, Time Matters, NJKiDS, FACTS

FOREIGN LANGUAGES

Urdu (Reading and Writing), Punjabi and Hindi (Fluent)

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

City Clerk File No. Res. 15.828

Agenda No. 10.R

Approved: NOV 24 2015

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-829 on December 17, 2014 authorizing a professional services agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC, 5 Ravine Drive, Matawan, NJ 07747 as Special Counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in the matter Astriab v. City of Jersey City, et al.; and

WHEREAS, John Astriab and several other police officers filed a complaint in Federal District Court of New Jersey against the City of Jersey City, former Mayor Jerramiah Healy and former Police Chief Robert Troy alleging they were denied promotion to the rank of police lieutenant for discriminatory and retaliatory reasons; and

WHEREAS, the Corporation Counsel determined that it was necessary to reappoint outside counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in this matter; and

WHEREAS, special counsel was previously retained to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount of the remaining balance from the previous contract in the amount of \$12,181.27; and

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, because this matter continues to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

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

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC has completed and submitted a Business Entity Disclosure Certificate which certified that they have not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Cleary, Giacobbe, Alfieri, Jacobs, LLC from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Cleary, Giacobbe, Alfieri, Jacobs, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, the resolution reauthorizing the award and the agreement itself much be available for public inspection; and

WHEREAS, funds are available for the cost of these services in **Account No.15-298-56-000-856**

City Clerk File No. Res. 15.828

Agenda No. 10-R **NOV 24 2015**

TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

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

1. The contract with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby reauthorized for a total amount of the remaining balance from the previous contract in the amount of **\$12,181.27**.
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.
3. This contract is awarded without competitive bidding, as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
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.

I hereby certify that there are sufficient funds available in **Account No. 15-298-56-000-856** for payment of this resolution.



 Matthew Hogan, Risk Manager

igp
11/13/15

APPROVED: _____

 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

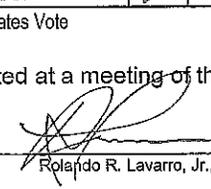
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

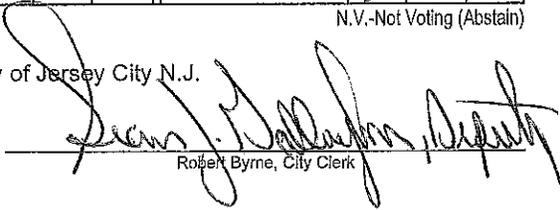
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 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 THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Reauthorize the Contract for Calendar Year 2015-2016-No additional funds.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$12,181.27 which is the remaining balance of the previous agreement.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period,

absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

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

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

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

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Cleary Giacobbe Alfieri Jacobs,
LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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.

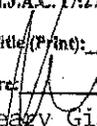
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): Richard A. Gantner, Esq./Partner

Representative's Signature: 

Name of Company: Cleazy Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700 Date: 11/16/15

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
ERG Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY PREVENT THE REQUIRED \$15,000 FEE FROM BEING DEDUCTED FROM YOUR TAXES. DO NOT SIGN! LEG 1 REPORT FOR SECTION B FROM THE INSTRUCTIONS ON COMPLETING THE FORM OR TO THE DIVISION OF PURCHASE & PROPERTY.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. C FEDERAL SECURITY 2. TYPE OF BUSINESS
 1. MANUFACTURING 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES BY THIS COMPANY

4. COMPANY NAME: Cleary Jacobbe Alfieri Jacobs LLC

5. ADDRESS
169 Ramapo Valley Road, Upper Level 105, Caldwell, NJ 07436 ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY IF NONE, DO NOT INDICATE: _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE IN THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTIPLE ESTABLISHMENT EMPLOYER

8. IF ALSO UNDER CONTRACT WITH OTHER STATE, THE NUMBER OF REPAIR CONTRACTS IN NJ
 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT
 10. BUREAU AGENCY AWARDING CONTRACT _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

11. DATE OF BIRTH _____ DATE OF DEATH _____ MAJORITY _____ ASSIGNED CONTRACT NO. _____

SECTION B - EMPLOYMENT DATA

1. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in directly/indirectly connected to contract 1, 2, or 3, COMPANY SECURITY AND PAYROLL.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT, TEMPORARY OR PART-TIME EMPLOYEES BREAKDOWN															
	TOTAL (LINE 9)	M/F	P/F	RACE															
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MIN.						
Direct Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Office & Clerical																			
Crafts/Service (Unskilled)																			
Operations (Semi-Skilled)																			
Laborers (Unskilled)																			
Service Workers																			
TOTAL																			
Total employment from previous reports (if any)																			
TOTAL EMPLOYERS																			

The data below shall NOT be included in the figures for the appropriate categories above.

12. FROM WHAT INDUSTRY ARE YOU EACH OR WHICH OF THE FOLLOWING INDUSTRY CATEGORIES? 1. VENDOR SUPPORT 2. EMPLOYMENT SUPPORT 3. OTHER (Specify)

13. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED? YES NO

14. DATE OF PAYROLL PERIOD (MM/DD/YYYY) _____

15. DATE, TIME, LAST REPORT SUBMITTED (MO./DAY/YEAR) _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Richard A. Gantner, Esq. SIGNATURE _____ TITLE Partner

17. ADDRESS NO. & ADDRESS 169 Ramapo Valley Road, Upper Level 105, Caldwell, NJ 07436 CITY _____ COUNTY _____ STATE _____ ZIP CODE _____ PHONE (AREA CODE) NO. (EXTENSION) 973 - 845-6700

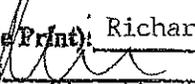
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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): Richard A. Gantner, Esq./Partner
 Representative's Signature: 
 Name of Company: Cleary Jacobbe Alieri Jacobs LLC
 Tel. No.: 973-845-6700 Date: 11/16/15

**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 : Cleary Giacobbe Alfieri Jacobs LLC
Address : 169 Ramapo Valley Road; UL 105, Oakland, NJ 07436
Telephone No. : 973-845-6700
Contact Name : Richard A. Cantner, Esq.

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name : Cleary Giacobbe Alfieri Jacobs LLC
Address : 169 Ramapo Valley Road; UL 105, Oakland, NJ 07436
Telephone No. : 973-845-6700
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**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 _____ (name of business entity) has not made any reportable contributions in the ****one-year period preceding** _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Cleary, Giacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: 11/16/15

Subscribed and sworn before me
this 16 day of November 2015
My Commission expires:

[Signature]
(Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18

****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).

Table with 2 columns: Candidate Name, Councilperson Name. Rows include Election Fund for Steven Fulop (2013), Team Fulop, Team Fulop Runoff, Lavarro for Council, Councilperson Joyce E. Watterman, Councilperson Daniel Rivera, Councilperson Frank Gajewski, Councilperson Khemraj "Chico" Ramchal, Councilperson Richard Boggiano, Councilperson Michael Yun, Councilperson Candice Osborne, 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

Table with 2 columns: Name of Stock or Shareholder, Home Address. Multiple empty rows for listing owners.

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: Cleary Giacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: 11/16/15

Subscribed and sworn before me this 16th day of

November 2015

My Commission expires:

[Signature] (Affiant)
(Print name & title of affiant) (Corporate Seal)

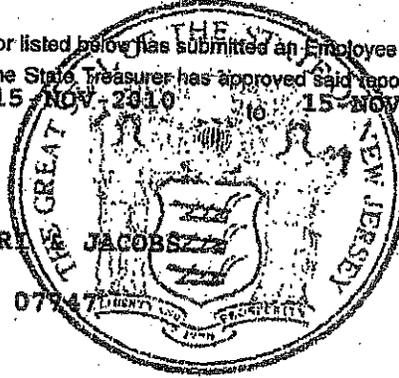
MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18

Certification #5751

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2010 to 15 NOV 2017



CLEARY GIACOBBE ALFIERI & JACOBS
5 RAVINE DRIVE
MATAWAN

NJ 07747


Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282</small>
TAXPAYER NAME: CLEARY, GIACOBBE, ALFIERI & JACOBS, L.L.C.	TRADE NAME:	
ADDRESS: 5 RAVINE DRIVE MATAWAN NJ 07747	SEQUENCE NUMBER: 153238	
EFFECTIVE DATE: 11/03/10	ISSUANCE DATE: 11/03/10	
		 Director New Jersey Division of Revenue

(04-08), D205846V

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

City Clerk File No. Res. 15-829

Agenda No. 10.5

Approved: NOV 24 2015

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS., LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 14-829 on December 17, 2014 authorizing a professional services agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC, 5 Ravine Drive, Matawan, NJ 07747 as Special Counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in the matter Valerie Montone v. City of Jersey City, et al.; and

WHEREAS, Valerie Montone filed a complaint in Federal District Court of New Jersey against the City of Jersey City, former Mayor Jerramiah Healy and former Police Chief Robert Troy alleging violations of her civil rights; and

WHEREAS, the Corporation Counsel determined that it was necessary to reappoint outside counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in this matter; and

WHEREAS, special counsel was previously retained to provide these services at an hourly rate of **\$125.00** per hour, including expenses, for a total amount of the remaining balance from the previous contract in the amount of **\$30,408.50**; and

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, because this matter continues to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006;

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

WHEREAS, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC has completed and submitted a Business Entity Disclosure Certificate which certified that they have not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Cleary, Giacobbe, Alfieri, Jacobs, LLC from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Cleary, Giacobbe, Alfieri, Jacobs, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the costs of these services in **Account No: 15-14-298-56-000-856**.

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:

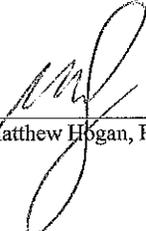
1. The agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby reauthorized for a total amount of the remaining balance from the previous contract in the amount of **\$30,408.50**.

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS., LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

- 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.
- 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 the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
- 5. The Mayor or Business Administrator is hereby authorized to execute 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.

I hereby certify that there are sufficient funds available in **Account No. 15-14-298-56-000-856** for payment of this resolution.



Matthew Hogan, Risk Manager

igp
11/13/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

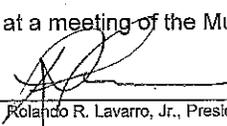
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11 24 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

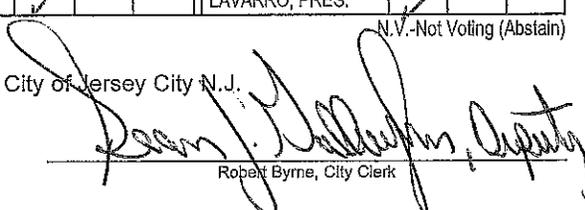
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



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 THE LAW FIRM OF CLEARY, GIACOBBE, ALFIERI, JACOBS., LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Reauthorize the Contract for Calendar Year 2015-2016-No additional funds.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the “City”) while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications (“RFQ”) seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City (“Corporation Counsel”) has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$30,408.50 which is the remaining balance of the previous agreement.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period,

absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

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

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

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

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Cleary Giacobbe Alfieri Jacobs,
LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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): Richard A. Gantner, Esq./Partner

Representative's Signature: _____

Name of Company: Cleary Jacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 11/16/15

Sample Employee Information Report Form AA302

Form AA302
Rev. 1/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
ERD Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO FURNISH THE REQUIRED DATA MAY BE A VIOLATION OF YOUR CONTRACT. DO NOT SIGN AND REPORT FOR SECTION D, ITEM 16, FOR INSTRUCTIONS ON COMPLETING THE FORM OR TO CONTACT THE DIVISION OF PURCHASE & PROPERTY AT 1-800-942-2600.

SECTION A - COMPANY IDENTIFICATION

1. FIRM OR SOCIAL SECURITY NO. _____

2. TYPE OF BUSINESS
 1. MANUFACTURING 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____

3. TOTAL NO. EMPLOYED BY THE ENTIRE COMPANY _____

4. COMPANY NAME: Clary Giacobbe Alfieri Jacobs LLC

5. ADDRESS
169 Ranapo Valley Road, Upper Level 105, Oakland, NJ 07436 ZIP CODE _____

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE) _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE IN THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF ESTABLISHMENTS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT _____

10. MULTIPLE AGENCY AWARDED CONTRACT? _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

11. CONTRACT NO. _____ DATE AWARDED _____ INITIAL DATE _____ AGENCY CONTRACT NUMBER _____

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, full-time or part-time in non-union/union categories, in columns 1, 2, or 3. Do NOT include casuals.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT EMPLOYEES (NON-SENIOR/EMPLOYEE ORGANIZ.)															
	COL. 1 TOTAL COL. 2+3	COL. 2		MALE															
		MALE	FEMALE	BLACK	HISPANIC	WHITE ETHNIC	ASIAN	INDIAN	AMERICAN INDIAN	ALIAN	NON MEX.	BLACK	HISPANIC	INDIAN	ASIAN	NON MEX.			
Officials/Managers																			
Professionals																			
Technicians																			
Skilled Workers																			
Office & Clerical																			
Craftsmen (Skilled)																			
Operations (Unskilled)																			
Laborers (Unskilled)																			
Service Workers																			
TOTAL																			
Total employees from previous categories																			
Temporary & Part-time Employees																			

The data below will NOT be included in the figures for the appropriate categories above.

13. SHOW SPECIAL INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:
 1. Visual Survey 2. Employee Survey 3. Other (Specify) _____

14. IF THIS IS YOUR FIRST EMPLOYEE INFORMATION REPORT, CHECK ONE:
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: _____ MO. _____ DAY _____ YEAR _____

16. NAME OF PERSON COMPLETING FORM (Print or Type) _____ TITLE _____
Richard A. Gentner, Esq. Partner

17. ADDRESS NO. & NUMBER _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
169 Ranapo Valley Road, Upper Level 105, Oakland, NJ 07436 973 - 845-6700

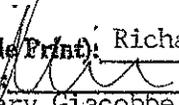
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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): Richard A. Gantner, Esq./Partner
 Representative's Signature: 
 Name of Company: Cleary Giacobbe Alfieri Jacobs LLC
 Tel. No.: 973-845-6700 Date: 11/16/15

**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 : Cleary Giacobbe Alfieri Jacobs LLC
Address : 169 Ranapo Valley Road; UL 105, Oakland, NJ 07436
Telephone No. : 973-845-6700
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name : Cleary Giacobbe Alfieri Jacobs LLC
Address : 169 Ramapo Valley Road; UL 105, Oakland, NJ 07436
Telephone No. : 973-845-6700
Contact Name : Richard A. Cantner, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**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 _____ (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Cleary, Giacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: 11/16/15

Subscribed and sworn before me
this 16th day of November, 2015.
My Commission expires:

[Signature]
(Print name & title of affiant) (Corporate Seal)

**MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/24/18**

**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
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

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: Clary Giacobbe Alfieri Jacobs LLC

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: 11/16/15

Subscribed and sworn before me this 16th day of November, 2015

My Commission expires:

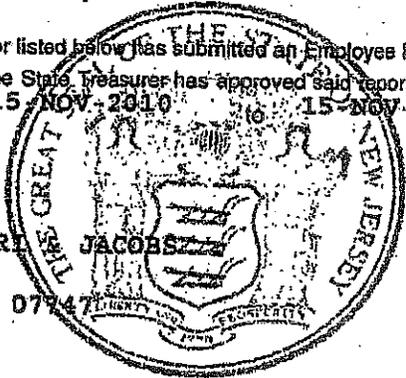
[Signature]
 (Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 12/24/18

Certification 45751

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2010 to 15 NOV 2017



CLEARY GIACOBBE ALFIERI
5 RAVINE DRIVE
MATAWAN

NJ 07747

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 280 TRENTON, NJ 08646-0282
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME: CLEARY, GIACOBBE, ALFIERI & JACOBS, L.L.	TRADE NAME:	
ADDRESS: 5 RAVINE DRIVE MATAWAN NJ 07747	SEQUENCE NUMBER: 505238	
EFFECTIVE DATE: 11/03/10	ISSUANCE DATE: 11/03/10	
 Director New Jersey Division of Revenue		

(04-08), D205846V

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

City Clerk File No. Res. 15.830

Agenda No. 10.T

Approved: NOV 24 2015

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH LOCKE LORD, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN IN THE MATTERS OF MICHAEL LANG V. CITY OF JERSEY CITY, ET AL. AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution No. 14-825 on December 17, 2014 authorizing a professional services agreement with the law firm of Locke Lord, LLP, 44 Whippany Road, Morristown, NJ 07960 to represent former Police Chief Robert Cowan that has been named in a complaint filed in the Superior Court of New Jersey by Michael Lang and the Jersey City Police Superior Officers Association alleging harassment, emotional, physical and psychological harm and interference with employment; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent former Police Chief Robert Cowan in these matters; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount of the remaining balance from the previous contract in the amount of **\$22,364.39**; and

WHEREAS, Locke Lord, LLP, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Locke Lord, LLP submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Locke Lord, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Edwards Wildman, LLP from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, funds are available for the costs of these services in **Account No: 15-298-56-000-856**.

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN IN THE MATTERS OF MICHAEL LANG V. CITY OF JERSEY CITY, ET AL. AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

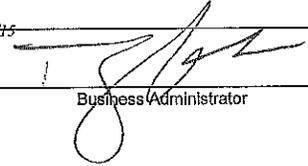
WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

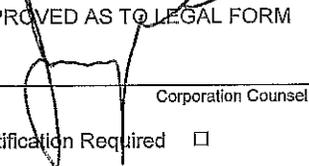
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Locke Lord, LLP is hereby reauthorized for for a total amount of the remaining balance from the previous contract in the amount of **\$22,364.39**.
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.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.:14-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

APPROVED ^{igp} 11/13/15

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required

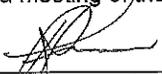
APPROVED 9-0

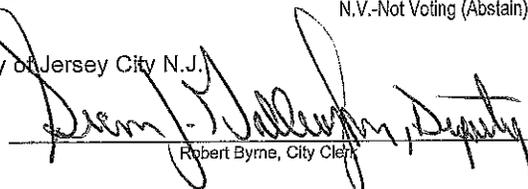
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-24-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Roland 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 SERVICE AGREEMENT WITH LOCKE LORD, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN IN THE MATTERS OF MICHAEL LANG V. CITY OF JERSEY CITY, ET AL. AND JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Reauthorize the Contract for Calendar Year 2015-2016-No additional funds.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-298-56-000-856

Contract term (include all proposed renewals)

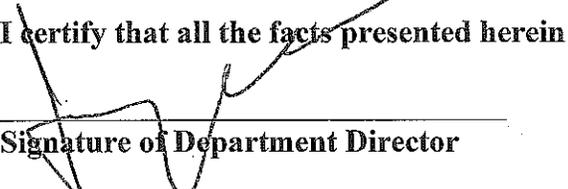
One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the "City") while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications ("RFQ") seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City ("Corporation Counsel") has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$22,364.39 which is the remaining balance of the previous agreement.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period,

absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

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

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

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

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Locke Lord, LLP

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 15.831

Agenda No. 10.U

Approved: NOV 24 2015

TITLE:



RESOLUTION RATIFYING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BECKER MEISEL, LLC TO SERVE AS SPECIAL COUNSEL TO THE CITY OF JERSEY CITY IN THE MATTER OF IN RE: LIBERTY HARBOR HOLDINGS, LLC

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved a professional services agreement with the law firm of Becker Meisel, LLC to represent the City of Jersey City in connection with the matters of Kerrigan v. City of Jersey City, et al. and the petition for bankruptcy filed by Liberty Harbor II Urban Renewal Co., LLC; and

WHEREAS, the agreement with Becker Meisel, LLC has expired and due to the ongoing litigation of these matters, it is necessary to reauthorize the agreement; and

WHEREAS, the firm of Becker Meisel, LLC is qualified to perform these services and will provide these services at the rate of **\$175 per hour**, including expenses, for a total amount of the remaining balance from the previous contract in the amount of **\$46,427.88**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services "directly and openly: as a statutorily permitted contract pursuant to the provision of N.J.S.A. 19:44A-20.4 (Pay-to-Play Law); and

WHEREAS, the law firm of Becker Meisel, LLC has completed and submitted a Business Entity Disclosure Certificate which certifies that he 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 Becker Meisel, LLC from making any reportable contributions during the term of the contact; and

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

WHEREAS, in addition Becker Meisel, LLC has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No. **15-298-56-000-856**.

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

1. The agreement with the law firm of Becker Meisel, LLC is hereby reauthorized to service as special counsel to the City of Jersey City in the Liberty Harbor Holdings LLC matter, for a total amount of the remaining balance from the previous contract in the amount of **\$46,427.88**.
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.

City Clerk File No. Res. 15.831

Agenda No. 10.U

TITLE: NOV 24 2015

RESOLUTION RATIFYING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BECKER MEISEL, LLC TO SERVE AS SPECIAL COUNSEL TO THE CITY OF JERSEY CITY IN THE MATTER OF IN RE: LIBERTY HARBOR HOLDINGS, LLC

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

I hereby certify that funds are available in Account No. **15-298-56-000-856**.



Matthew Hogan, Risk Manager

:lgp
11/10/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

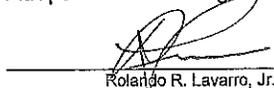
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>11.24.15</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.	✓		

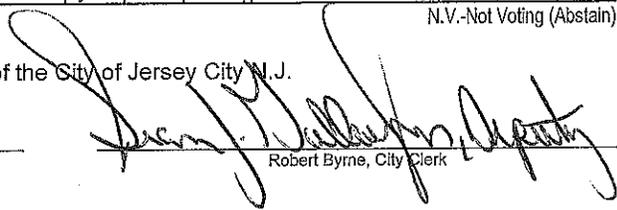
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BECKER MEISEL, LLC TO SERVE AS SPECIAL COUNSEL TO THE CITY OF JERSEY CITY IN THE MATTER OF IN RE: LIBERTY HARBOR HOLDINGS, LLC

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

Contract Purpose

Reauthorize the Contract for Calendar Year 2015-2016-No additional funds.

Cost (Identify all sources and amounts)

IFC

Contract term (include all proposed renewals)

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the “City”) while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications (“RFQ”) seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City (“Corporation Counsel”) has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$175.00 per hour, including expenses. The total amount of the remaining balance from the previous contact in the amount of \$46,427.88.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed

within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

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

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

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

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may

refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

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

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

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

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use

alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

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

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be

handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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): Allen J. Underwood, II, Esq., Member, Becker LLC

Representative's Signature:  Esq., Member, Becker LLC

Name of Company: Becker LLC

Tel. No.: (973) 422-1100

Date: 11/12/15

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 notice 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): Allen J. Underwood, II, Esq., Becker LLC
Representative's Signature: [Signature]
Name of Company: Becker LLC
Tel No.: (973) 422-1100 Date: 11/12/15

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 : Becker LLC
Address : 354 Eisenhower Parkway, Suite 1500, Livingston, NJ 07039
Telephone No. : (973) 422-1100
Contact Name : Allen J. Underwood, II, Esq., Member, Becker LLC

Please check applicable category :

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

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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Business Name: Becker LLC
Address: 354 Eisenhower Parkway, Suite 1500, Livingston, NJ 07039
Telephone No.: (973) 422-1100
Contact Name: Allen J. Underwood, II, Esq., Member, Becker LLC

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award substituted for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committees, or political party committees 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" Ramcharal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro 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:

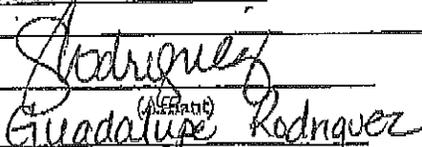
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Martin L. Borosko, Esq.	71 Llewellyn Rd., Montclair, NJ 07042
Allen J. Underwood, II, Esq.	PO Box 367, Oyster Bay, NY 11771
Joseph G. Harraka, Esq.	6117 Hidden Valley Dr., Boylestown, PA 18901
David G. Tomeo, Esq.	22 Orton Road, West Caldwell, NJ 07006
Timothy J. Szuhaj, Esq.	525 Burnham Road, Philadelphia, PA 19119

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: Becker LLC
 Signed: Allen J. Underwood, II, Esq. Title: Member, Becker LLC
 Print Name: Allen J. Underwood, II, Esq. Date: 11/12/15

Subscribed and sworn before me this 12th day of Nov, 2015
 My Commission expires: _____

 (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 23, 2008**

PART I - Vendor Affirmation

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

Signed: [Signature] Title: Member, Becker LLC

Print Name: Allen J Underwood, II Date: 11/12/15

Subscribed and sworn before me
this 12th day of Nov, 2015.
My Commission expires:

[Signature]
(Affiant)
Guadalupe Rodriguez Notary
(Print name & title of affiant) (Corporate Seal)

GUADALUPE RODRIGUEZ
A Notary Public of New Jersey
My Commission Expires 4/7/19



**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.

City of Jersey City - Notary Public - My Commission Expires 4/7/19

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Director, DEVS

This is to certify that the enclosed report was submitted to the Secretary of the State of New York, Department of State, Albany, New York, for the period of 12/15/14 to 12/31/14. This approval will remain in effect for the period of 12/15/14 to 12/31/14.



BECKERMISEL, LLC
254 EISENHOWER PKY, SUITE 200
MIDDLETOWN, NY 10940

Andrew S. Quinn, Esq.
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BECKER MEISEL LLC
Trade Name:
Address: 354 EISENHOWER PARKWAY SUITE 1500
LIVINGSTON, NJ 07039
Certificate Number: 0720247
Effective Date: September 10, 1998
Date of Issuance: November 12, 2015

For Office Use Only:
20151112114911930

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

City Clerk File No. Res. 15.832

Agenda No. 10-V

Approved: NOV 24 2015

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR GRANT SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is seeking to enhance its ability to identify and obtain grants across City departments, increase the number of grant applications submitted, improve the success rate for such grant applications, strengthen grants management and ensure standardized policies and procedures for grant applications and administration, improve ability to process and receive historical and contemporary reimbursements on grant funded projects, adoption of "best practices" related to grants administration; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to grant identification, grant analysis, grant writing and grant administration to improve the current process and achieve the above-listed objectives; and

WHEREAS, N.J.S.A. 40A:11-4.1(q) authorizes the City to use competitive contracting to award a contract for grant identification and analysis, grant writing and grant administration services; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods and services described under N.J.S.A. 40A:11-4.1 et seq;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of a competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 et seq is authorized for awarding a contract for consulting services that will include grant project identification and analysis, grant writing and grants administration with the goal of providing a comprehensive grant acquisition and administration processes.

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 11 24 15											
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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR GRANT SERVICES

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Alisha Powers	Senior Fiscal Analyst
Phone/email	201-547-5296	apowers@jcnj.org

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

Contract Purpose

For the City of Jersey City to use competitive contracting to award a contract for grant identification and analysis, grant writing and grant administration services; N.J.S.A. 40A:11-4.1(q)

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Alisha Powers
Signature of Department Director

11/17/15
Date

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

City Clerk File No. Res. 15.833

Agenda No. 10 - W

Approved: NOV 24 2015

TITLE:



RESOLUTION CONGRATULATING JULIO CORDERO ON HIS ELECTION AS THE FIRST HISPANIC PRESIDENT OF JERSEY CITY PUBLIC EMPLOYEES LOCAL 246

WHEREAS, Julio Cordero is a proud lifelong resident of Jersey City born at the Margaret Hague Maternity Hospital. His parents, Julio and Rosario Cordero, were hard working people and raised their family on York Street until they were able to purchase a three family home on Van Horne Street; and

WHEREAS, Julio Cordero attended St. Bridget's Grammar School before graduating from St. Mary's High School in 1984. Julio attended Jersey City State College and then began a career with the United States Postal Service as a Letter Carrier in 1988. His leadership and loyalty to his fellow employees at the USPS manifested itself in his representation of them as a Shop Steward for fifteen years; and

WHEREAS, in 1993 Julio married the love of his life, Wynda Olivera and they moved to Charles Street in the Heights. Their union has blessed them with two beautiful children: Kristina Alexandria and Julio Angel. Julio and Wynda are very proud of their children; and

WHEREAS, Julio Cordero, in 2004 continuing in public service, began his career with the City of Jersey City Police Department in the Telephone Reporting Unit (TRU). Julio moved on to Police Support Services in 2008 and in 2011 earned the title of Public Safety Telecommunicator; and

WHEREAS, Julio's leadership qualities once again quickly earned him the trust and admiration of his fellow employees, as he had in the Postal Service. In 2012, Julio was elected Second Vice President of Jersey City Public Employees Local 246. In 2014 he was elected First Vice President and in 2015 Julio Cordero was elected President of Jersey City Public Employees Local 246, the first Hispanic to ever hold this important position; and

WHEREAS, Julio Cordero has worked very hard throughout his life and has always shown concern for his fellow workers. This is evidenced by him being chosen to represent his colleagues in the two organizations that he has worked in during his career. He has been an exemplary employee who not only works well with his fellow workers but easily earns their trust and respect.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey does hereby congratulate Julio Cordero on his election as President of the Jersey City Public Employees Local 246 and wishes him success during his tenure. His leadership skills are sure to benefit the members of Local 246 as well as the City of Jersey City.

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 11.24.15											
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.

 Rolafido R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.834

Agenda No. 10.X

Approved: NOV 24 2015



TITLE:
**RESOLUTION HONORING
 CAPTAIN MARIO MOODY SR.
 ON THE OCCASION OF HIS RETIREMENT**

WHEREAS, Mario Moody was born in Jersey City to Jake and Priscilla Mincey. At an early age Mario, along with his brother, Lorenzo, relocated to St. Stephen, South Carolina and was exposed to the Gospel of Christ at First Born Baptist Church. Mario's course of studies was varied with special emphasis on building construction at Bonneau Vocational Center. Mario graduated from St. Stephen High School in 1981; and

WHEREAS, in late 1981, Mario returned to Jersey City and continued his education, studying Criminology at Hudson County Community College. Mario's life has always been intertwined with public service and his service to God. Mario became a parishioner of Mt. of Prayer Deliverance Church. In 1987, Mario Moody was ordained a Reverend Minister and studied at the Deliverance Bible Institute; and

WHEREAS, in 1988 Mario married Loran Y. Tiller. Their union blessed them with three children: Resa Maria, Mario James Jr. and Michael James. His devotion to his family drove Mario to pursue a career in public service and he joined the Hudson County Department of Corrections in 1989. He completed Police Training at the Passaic Police Academy and was recognized as an outstanding Class Leader and earned Second Place for physical performance and

WHEREAS, in 1992 Mario was appointed to the Jersey City Fire Department. During his long and distinguished career with the JCFD he has touched the lives of thousands of students as the Community Relations Officer. He was responsible for the coordination of fire prevention education in the Jersey City Schools and attended Block Association meetings on behalf of the JCFD. His gift for reaching students surely led many to consider a career in fire service; and

WHEREAS, on November 27, 2012, Mario Moody Sr. was promoted to the rank of Captain in the Jersey City Fire Department. Captain Moody has been the recipient of many community and professional awards including the Medical Service Award in 1998 and the Certificate of Appreciation in 2002. He has also been recognized by Congressman Donald Payne and Senator Sandra Cunningham and many religious organizations for his devotion to his faith, community and family; and

WHEREAS, Captain Mario Moody Sr. has retired from the Jersey City Fire Division after a long and distinguished career. He will be honored at an Appreciation/Retirement Party at the Mary McLeod Bethune Center on December 5, 2015. At that time his family, friends and colleagues will join to celebrate Mario's inspirational career in public service.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby honor Captain Mario Moody Sr. on the occasion of his retirement. We thank him for his dedication to the citizenry of Jersey City and wish him many years of health so he may enjoy his family and continue serving God and his community.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

G:\WPDOCS\MRE\Resos\Honoring\Capt. Moody - Retirement.wpd

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
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. 15.835

Agenda No. 10.Y

Approved: NOV 24 2015

TITLE:



RESOLUTION OPPOSING GOVERNOR CHRIS CHRISTIE'S DECLARATION THAT SYRIAN REFUGEES SHOULD BE BARRED FROM THE STATE OF NEW JERSEY AND EXPRESSING SUPPORT FOR SYRIAN REFUGEES SEEKING SAFE HAVEN IN THE UNITED STATES

WHEREAS, the civil war in Syria has resulted in the deaths of more than 250,000 people since it began in March 2011. Nearly 12 million people, out of Syria's total population of 22 million, have fled their homeland, seeking sanctuary from the bloodshed and territorial incursions by the Islamic State of Iraq and Syria (ISIS) and other terrorist groups that have exploited the chaos to annex large sections of the country. According to the United Nations, Syrians are now the world's largest refugee population; and

WHEREAS, although the vast majority of Syrians have sought sanctuary in Europe, in September 2015 the United States announced that it would do its part to abate the crisis by admitting 10,000 Syrian refugees in the coming year. To date, nearly 2,200 Syrian refugees have been allowed to enter the United States since the start of the Syrian civil war, with approximately seventy-five (75) currently resettled in New Jersey; and

WHEREAS, approximately half of the Syrian refugees admitted have been children and a quarter are adults over age 60. Although male refugees slightly outnumber females, only two (2) percent of those admitted are single males of combat age; and

WHEREAS, the United States Department of State rigorously screens refugees via a thirteen (13) step process that entails being evaluated for refugee status by the United Nations High Commission for Refugees, referral to the United States, and multiple layers of background and security checks by several federal agencies—a process which can take between 18 and 24 months before any refugee can enter the United States through one of only five United States airports designated as ports of entry; and

WHEREAS, on November 13, 2015, terrorists affiliated with ISIS coordinated a horrific terrorist attack in Paris, France that resulted in the deaths of 130 people and injuries to 368 others. Investigations following the Paris attacks revealed that one of the terrorists allegedly entered Europe via Greece, falsely identifying himself as a refugee from Syria; and

WHEREAS, on November 17, 2015, New Jersey Governor Chris Christie sent a letter to President Barack Obama, declaring that New Jersey will "not accept any refugees from Syria in the wake of the deadly terrorist attack in Paris" and directed the New Jersey Department of Human Services "not to participate in the resettlement of any Syrian refugees in the State of New Jersey." Governor Christie also went on record that he would even bar the admission of Syrian orphans under the age of five; and

WHEREAS, the authority to admit Syrian refugees to the United States lies exclusively with the federal government under the Refugee Act of 1980, and States do not have the authority to bar admission of Syrian refugees from their territory; and

City Clerk File No. Res. 15.835

Agenda No. 10.Y

TITLE: NOV 24 2015

WHEREAS, the Council on American-Islamic Relations issued a statement that “[d]efeating ISIS involves projecting American ideals to the world. Governors who reject those fleeing war and persecution abandon our ideals and instead project our fears to the world”; and

WHEREAS, according to the Migration Policy Institute (MPI), “the refugee resettlement program is the least likely avenue” for terrorists associated with ISIS or al-Qaeda to infiltrate the United States. In addition, MPI has found that “[t]he United States has resettled 784,000 refugees since September 11, 2001. In those 14 years, exactly three resettled refugees have been arrested for planning terrorist activities—and it is worth noting two were not planning an attack in the United States and the plans of the third were barely credible”; and

WHEREAS, Jersey City, located in the shadow of the Statue of Liberty, is one of the most diverse cities in the nation with over forty percent (40%) of its residents born outside of the United States; and the United States of America is based on the ideals etched on a plaque mounted at the pedestal of the Statue of Liberty which reads, “Give me your tired, your poor, Your huddled masses yearning to breathe free.” Governor Christie’s statements are antithetical to this American aspiration and tradition; and

WHEREAS, Governor Christie’s declaration, and those of other governors who have taken a hard line against Syrian refugees, play into the fear and hysteria that these terrorists have sought to sow in the United States of America and other Western countries;

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of Jersey City hereby opposes Governor Chris Christie’s declaration that refugees from war-torn Syria should be barred from the State of New Jersey, a position which is not only out of step with American values, but cruel and inhumane;

AND, NOW, THEREFORE BE IT FURTHER RESOLVED, that the Municipal Council of Jersey City hereby supports and stands in solidarity with the Syrian refugees, who have sought sanctuary in Europe and the United States from the savagery of a civil war, and terroristic incursions by ISIS, that has claimed the lives of 250,000 Syrian people;

AND, NOW, THEREFORE BE IT FURTHER RESOLVED, that a copy of this resolution be presented to Secretary of State John F. Kerry; United States Senators Robert Menendez and Cory Booker, Congressmen Albio Sires and Donald Payne, Jr.; Senate President Stephen M. Sweeney; Assembly Speaker Vincent Prieto; and Members of the Hudson County delegation in the New Jersey State Legislature.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSTAINED			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.

Rólando 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 OPPOSING GOVERNOR CHRIS CHRISTIE'S DECLARATION THAT SYRIAN REFUGEES SHOULD BE BARRED FROM THE STATE OF NEW JERSEY AND EXPRESSING SUPPORT FOR SYRIAN REFUGEES SEEKING SAFE HAVEN IN THE UNITED STATES

Initiator

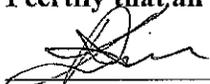
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr., Council Pres.	
Phone/email	x5268, rlavarro@jcnj.org	

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

Resolution Purpose

Expressing the opposition of the Municipal Council to Governor Chris Christie's declaration that refugees from war-torn Syria should be barred from the State of New Jersey, a position which is not only out of step with American values, but cruel and inhumane. Expressing the Municipal Council's supports for Syrian refugees, who have sought sanctuary in Europe and the United States from the savagery of a civil war, and terroristic incursions by ISIS, that has claimed the lives of 250,000 Syrian people.

I certify that all the facts presented herein are accurate.



Signature of Department Director

11/23/2015
Date

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

City Clerk File No. Res. 15-836
 Agenda No. 10.2
 Approved: NOV 24 2015
 TITLE:



RESOLUTION EXPRESSING SOLIDARITY WITH THE FRENCH PEOPLE FOLLOWING THE TERRORIST ATTACKS IN PARIS

COUNCIL AS A WHOLE Offered and Moved for Adoption the following resolution:

WHEREAS, The United States of America has a long and unbroken alliance with the nation of France, dating back to before the Revolutionary War; and,

WHEREAS, the City of Jersey City in particular retains a special bond with the nation of France, as the generous gift and longtime symbol of freedom and hope, the Statue of Liberty, exists at One Communipaw Avenue in Jersey City; and,

WHEREAS, because of the longstanding bond of friendship and cooperation between the United States and France, it was particularly horrific for people around the nation, and especially in Jersey City, to learn about the terrorist attacks that occurred in Paris on Friday, November 13th, 2015; and,

WHEREAS, the residents of the City of Jersey City have also been profoundly affected by acts of terror committed in neighboring New York City over a decade ago, and understand the anguish, confusion, outrage, and panic that result from such acts of terror;

NOW, THEREFORE, BE IT RESOLVED, that the Jersey City Municipal Council affirms its alliance, companionship, and solidarity with the people of the City of Paris who have been affected by the attacks of November 13th; and

BE THE FURTHER RESOLVED, that copies of this document will be sent to the Office of the Consulate General of France in New York City, as well as the Embassy of the United States in Paris, France.

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											
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