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

City Clerk File No. Res. 16.629

Agenda No. 10.A

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2016 Municipal Budget:

	FROM	TO
Community Development Block Grant (CDBG)	$0.00	$9,652,180.00
Urban Areas Security Initiative (UASI)	$0.00	$1,776,000.00
Community Solutions (Youth Court)	$0.00	$200,000.00
Community Stewardship Incentive Grant	$0.00	$300,000.00

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

	FROM	TO
Community Development Block Grant (CDBG)	$0.00	$9,652,180.00
Urban Areas Security Initiative (UASI)	$0.00	$1,776,000.00
Community Solutions (Youth Court)	$0.00	$200,000.00
Community Stewardship Incentive Grant	$0.00	$300,000.00

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

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

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

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

Resolution Purpose

This Resolution is to approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget. (N.J.S.A. 40A:4-87)

I certify that all the facts presented herein are accurate.

J. Metro

Signature of Department Director

9/19/2016

Date

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

City Clerk File No. Res. 16.630

Agenda No. 10.B

Approved: SEP 28 2016

TITLE:

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS

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

Section 1. (a) Taxable General Obligation Refunding Bonds, in an amount not exceeding $24,000,000 which shall be issued in two separate series of bonds, consisting of General Improvement Refunding Bonds, Taxable Series 2016A (the "Series A Refunding Bonds") and Water Refunding Bonds, Series 2016B (the "Series B Refunding Bonds", and together with the Series A Refunding Bonds, "Refunding Bonds") of the City of Jersey City, in the County of Hudson, New Jersey (the "City") are hereby authorized to be issued and sold as Refunding Bonds (or sometimes referred to herein as the "Bonds").

(b) In order to effectuate the Refunding Plan (defined herein), the Chief Financial Officer shall determine the actual aggregate principal amount of the Refunding Bonds to be issued (including the principal amount of each of the Series A Refunding Bonds and the Series B Refunding Bonds); provided that such determination shall be consistent with (i) a refunding bond ordinance finally adopted by the Municipal Council on September 14, 2016 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2007A, APPROPRIATING AN AMOUNT NOT EXCEEDING $19,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $19,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and (ii) a refunding bond ordinance finally adopted by the Municipal Council on September 14, 2016 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S

QUALIFIED WATER REFUNDING BONDS, SERIES 2007B, APPROPRIATING AN AMOUNT NOT EXCEEDING $4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $4,500,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and be within the parameters set forth in Section 2 of this resolution. The signature of the Chief Financial Officer on the Purchase Contract (as hereinafter defined) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. The Refunding Bonds are hereby authorized to be sold to RBC Capital Markets, LLC (the "Underwriter") in accordance with a purchase contract to be entered into by and between the Underwriter and the City. The Chief Financial Officer is hereby authorized to execute and, on behalf of the City, negotiate a purchase contract substantially in the form attached hereto as Exhibit A (the "Purchase Contract") with the Underwriter in the form satisfactory to bond counsel and upon terms satisfactory to the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriter in accordance with the provisions of this resolution, provided that (i) the underwriter's discount shall not exceed $5.50 per bond, and (ii) the terms of the sale of the Refunding Bonds and the Refunding Plan (hereinafter defined) are in accordance with the provisions of N.J.S.A. 40A:2-51 and N.J.A.C. 5:30-2.5 (which does not require the approval of the New Jersey Local Finance Board, provided the conditions therein are satisfied). The signature of the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts determined by the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) advance refund all or a portion of the City's outstanding and callable Qualified General Improvement Refunding Bonds, Series 2007A, dated April 25, 2007, namely those bonds maturing on September 1 in the years 2018 through and including 2021 and 2023 (the "2007A GI Refunded Bonds"), and to call for redemption the 2007A GI Refunded Bonds on September 1, 2017 (the "2007A GI Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2007A GI

Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2007A GI Redemption Date; and (ii) advance refund all or a portion of the City's outstanding and callable Qualified Water Refunding Bonds, Series 2007B, dated April 25, 2007, namely those bonds maturing on September 1 in the years 2018 through and including 2023 and 2033 (the "2007B Water Refunded Bonds" and together with the 2007A GI Refunded Bonds, the "Refunded Bonds"), and to call for redemption the 2007B Water Refunded Bonds on September 1, 2017 (the "2007B Water Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2007B Water Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2007B Water Redemption Date. The Refunding Bonds of each series shall mature as provided in paragraph (f) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the Chief Financial Officer as provided in the Purchase Contract, such rates to be set to assure that the City achieves at least a 3% net present value debt service savings measured against the Refunded Bonds.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Refunding Bonds shall be dated their date of delivery or such other later date consistent with the date of sale and shall bear interest at the rates per annum as the Chief Financial Officer shall determine.

(e) The Refunding Bonds shall be numbered and have such prefix or prefixes as determined necessary by the Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(f) The Refunding Bonds shall mature on September 1, 2017 and thereafter on such dates and in the principal amounts as may be determined by the Chief Financial Officer and shall bear interest payable semiannually on March 1 and September 1 in each year until maturity commencing March 1, 2017 (or such other dates as shall be determined by the Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum as may be determined by the Chief Financial Officer and as set forth in the Purchase Contract.

(g) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in denominations of $5,000 each or any integral multiple of $1,000 in excess thereof through book-entries made on the books and the records of the Securities Depository. The principal of and the interest on the Refunding Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as may be determined by the Chief Financial Officer (the "Record Dates" for the Refunding Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

(h) The following matters are hereby determined with respect to the Refunding Bonds:

Designations:	Taxable General Obligation Refunding Bonds, consisting of General Improvement Refunding Bonds, Series 2016A and Water Refunding Bonds, Series 2016B
Date of Bonds:	Date of Delivery.
Principal Payment Date:	September 1 or such other date as determined by the Chief Financial Officer.

Interest Payment	March 1 and September 1, commencing March 1, 2017, or such other dates as are determined by the Chief Financial Officer.
Redemption	The Bonds may be subject to redemption prior to their stated maturities.
Place of Payment:	Cede & Company

Section 4. The Refunding Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Refunding Bonds:

REGISTERED
NUMBER A-_____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON

CITY OF JERSEY CITY

B. [GENERAL IMPROVEMENT] [WATER] REFUNDING BOND, TAXABLE SERIES 2016__

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
_____, 2016	_____ 1, 20__	_____%	_____ ___

CITY OF JERSEY CITY, in the County of Hudson, New Jersey (the "City") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS ($_____), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1st days of _____ and _____ in each year until maturity, commencing on _____ 1, 2017. Interest on this bond will be paid to the Securities Depository by the City's paying agent, _____, _____, New Jersey, or its successor (the "Paying Agent") and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the 15th days of _____ and _____ next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City will be paid to the Securities Depository by the Paying Agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance of the City finally adopted on September 14, 2016, entitled C"_____", and a resolution of the City adopted on _____, 2016, entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS", in all respects duly approved and published as required by law (the "Authorization Proceedings").

[The Bonds maturing on or after _____ 1, 20__ are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after _____ , 20__, in such order of maturity as directed by the City, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of $5,000 or any integral multiple of $1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice, by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.]

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

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

IN WITNESS WHEREOF, the CITY OF JERSEY CITY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of the Clerk of the City, and this bond to be dated the Date of Original Issue as specified above.

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By: (Facsimile)
Mayor

ATTEST:

By:
Clerk

By: (Facsimile)
Chief Financial Officer

Section 5. In each of the Series A Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RA-__.

B. A

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2007A, APPROPRIATING AN AMOUNT NOT EXCEEDING $19,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $19,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF".

Section 6. In each of the Series B Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RB-__.

B. B

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED WATER REFUNDING BONDS, SERIES 2007B, APPROPRIATING AN AMOUNT NOT EXCEEDING $4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $4,500,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE

COST THEREOF".

Section 7. The law firm of GluckWalrath LLP is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the City are hereby authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriter upon receipt of payment therefor.

Section 8. The City is hereby authorized to prepare and distribute a Preliminary Official Statement in connection with the sale of the Refunding Bonds, in such form as approved by the Chief Financial Officer, and the use of the information contained therein concerning the City in connection with the sale of the Refunding Bonds is hereby approved and authorized. The Chief Financial Officer of the City is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 9. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 10. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of $5,000 each or any integral multiple of $1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 11. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit B is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the City in substantially such form, with such insertions and changes therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 12. Manufacturers and Traders Trust Company, Iselin, New Jersey is hereby appointed as Escrow Agent (the "Escrow Agent") for the Refunded Bonds.

Section 13. To effectuate the Refunding Plan, the City hereby approves the preparation and the execution of one or more escrow agreements by and between the City and the escrow agent to be appointed, said escrow agreement to be in substantially the form attached hereto as Exhibit C (the "Escrow Agreement"), which is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the City in substantially such form, with such insertions and changes therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the City to be executed upon delivery of the Refunding Bonds. NW Financial Group, LLC, Hoboken, New Jersey, the City's Financial Advisor (the "Financial Advisor"), the Underwriter and the Escrow Agent are each hereby authorized on behalf of the City is hereby authorized on behalf of the City to apply for United States Treasury Securities - State and Local Government Series and is appointed as bidding agent of the City to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriter, the City's Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 14. Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey is hereby appointed as Verification Agent who shall verify the mathematical computations performed initially by the Underwriter and related to the Refunding Bonds, the Refunded Bonds

and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 15. The Chief Financial Officer is hereby authorized and directed to take all actions necessary and appropriate to procure bond insurance in respect of the Refunding Bonds, provided that such bond insurance would be cost effective for the Refunding Plan. Such officer is further authorized and directed to execute all documents and certificates as may be necessary in connection with the purchase of such bond insurance.

Section 16. The Chief Financial Officer and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the City and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 17. This resolution shall take effect immediately.

APPROVED: Donna Maw, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

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Full Title of Ordinance/Resolution

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS

Initiator

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

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

Resolution Purpose

This resolution authorizes the form of sale of up to $24,000,000 in General Obligation Taxable Refunding Bonds, all the required agreements, the continuing disclosure certificate and the City's Preliminary Official Statement (POS).

I certify that all the facts presented herein are accurate.

Donna Mauer 9/21/16

Signature of Department Director **Date**

EXHIBIT A

Form of Purchase Contract

EXHIBIT B

Form of Continuing Disclosure Certificate

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its $_____ General Improvement Refunding Bonds, Taxable Series 2016A (the "Series A Refunding Bonds") and $_____ Water Refunding Bonds, Series 2016B (the "Series B Refunding Bonds", and together with the Series A Refunding Bonds, the "Bonds"). The Bonds are being issued pursuant to two refunding bond ordinances (the "Ordinances") duly adopted by the Municipal Council on September 14, 2016 and a resolution duly adopted by the Municipal Council on _____, 2016 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 30, 2016, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for making available or providing the Annual Report the name and address of each Repository, if any; and

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from

time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2016, prepared in connection with the sale of the Bonds under the following captions under the heading in the body of the Official Statement: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", and in Appendix A thereto under the following headings and captions, "CITY INDEBTEDNESS AND DEBT LIMITS – Debt Statements" (excluding the first four paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS – Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION – Current Fund—Revenues and Expenditures", "CITY REVENUES – Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per $1,000 Assessed Valuation" only), "CITY REVENUES – Equalization Rate and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES – Tax-Exempt Properties", "CITY REVENUES – Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES – State Aid Programs" (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING – City Plans" (table captioned "City Contribution to Employee Pensions" only) and "LITIGATION – Pending Litigation" (table describing amounts in judgments and settlements only)".

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancements reflecting financial difficulties;

5. substitution of the credit or liquidity providers or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

7. modifications to rights of Bondholders, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is

specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2016

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _____

Donna L. Mauer, Chief Financial Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Jersey City, in the County of Hudson, New Jersey

Name of Bond Issue: $_____ General Improvement Refunding Bonds, Taxable Series 2016A
$_____ Water Refunding Bonds, Taxable Series 2016B

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2016. The Issuer anticipates that the Annual Report will be filed by _____.___, 20__.

Dated:_____ ___, 20__

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By:_____
Name:
Title:

EXHIBIT C

Form of Escrow Deposit Agreement

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

City Clerk File No. Res. 16.631

Agenda No. 10.C

Approved: SEP 28 2016

TITLE: **RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF TAX-EXEMPT GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS**

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

Section 1. (a) Tax-Exempt General Obligation Refunding Bonds, in an amount not exceeding $90,000,000 which shall be issued in two separate series of bonds, consisting of General Improvement Refunding Bonds, Series 2016C (the "Series C Refunding Bonds") and General Improvement Refunding Bonds, Series 2016D (the "Series D Refunding Bonds", and together with the Series C Refunding Bonds, "Refunding Bonds") of the City of Jersey City, in the County of Hudson, New Jersey (the "City") are hereby authorized to be issued and sold as Refunding Bonds (or sometimes referred to herein as the "Bonds").

(b) In order to effectuate the Refunding Plan (defined herein), the Chief Financial Officer shall determine the actual aggregate principal amount of the Refunding Bonds to be issued (including the principal amount of each of the Series C Refunding Bonds and the Series D Refunding Bonds); provided that such determination shall be consistent with (i) a refunding bond ordinance finally adopted by the Municipal Council on September 14, 2016 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING (ON A CROSSOVER BASIS) OF ALL OR A PORTION OF THE CITY'S, GENERAL IMPROVEMENT BONDS (BUILD AMERICA BONDS-DIRECT PAYMENT), TAXABLE SERIES 2010B APPROPRIATING AN AMOUNT NOT EXCEEDING $82,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $82,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and (ii) a refunding bond ordinance finally adopted by the Municipal Council on September 14, 2016 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW

JERSEY, PROVIDING FOR THE REFUNDING (ON A CROSSOVER BASIS) OF ALL OR A PORTION OF THE CITY'S, GENERAL IMPROVEMENT BONDS (RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS-DIRECT PAYMENT), TAXABLE SERIES 2010C APPROPRIATING AN AMOUNT NOT EXCEEDING $8,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $8,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and be within the parameters set forth in Section 2 of this resolution. The signature of the Chief Financial Officer on the Purchase Contract (as hereinafter defined) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. The Refunding Bonds are hereby authorized to be sold to Wells Fargo Bank, N.A.(the "Underwriter") in accordance with a purchase contract to be entered into by and between the Underwriter and the City. The Chief Financial Officer is hereby authorized to execute and, on behalf of the City, negotiate a purchase contract substantially in the form attached hereto as Exhibit A (the "Purchase Contract") with the Underwriter in the form satisfactory to bond counsel and upon terms satisfactory to the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriter in accordance with the provisions of this resolution, provided that (i) the underwriter's discount shall not exceed $5.50 per bond, and (ii) the terms of the sale of the Refunding Bonds and the Refunding Plan (hereinafter defined) are in accordance with the provisions of N.J.S.A. 40A:2-51 and N.J.A.C. 5:30-2.5 (which does not require the approval of the New Jersey Local Finance Board, provided the conditions therein are satisfied). The signature of the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts determined by the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) advance refund, on a crossover basis, the principal of (but not the interest on) all of the City's General Improvement Bonds (Build America Bonds-Direct Payment), Taxable Series 2010B, dated November 16, 2010, originally issued in the

aggregate principal amount of $84,495,000 (the "Series 2010B Refunded Bonds") and maturing on November 1 in the years 2021 through and including 2027 and in the years 2031, 2036 and 2040 (collectively, the "Series 2010B Refunded Bonds"), on the first optional call date of November 1, 2020 (the "Series 2010B Refunded Bonds Redemption Date"); (ii) fund the interest on the Series C Refunding Bonds from their date of issuance to and including the Series 2010B Refunded Bonds Redemption Date; (iii) advance refund, on a crossover basis, the principal of (but not the interest on) all of the City's General Improvement Bonds (Recovery Zone Economic Development Bonds-Direct Payment), Taxable Series 2010C, dated November 16, 2010, originally issued in the aggregate principal amount of $6,420,000 (the "Series 2010C Bonds") and maturing on November 1 in the years 2021 through and including 2025 and in the years 2030, 2035 and 2040 (collectively, the "Series 2010C Refunded Bonds", and together with the Series 2010B Refunded Bonds, the "Tax-Exempt Refunded Bonds"), on the first optional call date of November 1, 2020 (the "Series 2010C Refunded Bonds Redemption Date"); and (iv) fund the interest on the Series D Refunding Bonds from their date of issuance to and including the Series 2010C Refunded Bonds Redemption Date. The Refunding Bonds of each series shall mature as provided in paragraph (f) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the Chief Financial Officer as provided in the Purchase Contract, such rates to be set to assure that the City achieves at least a 3% net present value debt service savings measured against the Refunded Bonds.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Refunding Bonds shall be dated their date of delivery or such other later date consistent with the date of sale and shall bear interest at the rates per annum as the Chief Financial Officer shall determine.

(e) The Refunding Bonds shall be numbered and have such prefix or prefixes as determined necessary by the Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(f) The Refunding Bonds shall mature on November 1, 2021 and thereafter on such dates and in the principal amounts as may be determined by the Chief Financial Officer and shall bear interest payable semiannually on May 1 and November 1 in each year until maturity commencing May 1, 2017 (or such other dates as shall be determined by the Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum as may be determined by the Chief Financial Officer and as set forth in the Purchase Contract.

(g) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in denominations of $5,000 each or any integral multiple of $1,000 in excess thereof through book-entries made on the books and the records of the Securities Depository. The principal of and the interest on the Refunding Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as may be determined by the Chief Financial Officer (the "Record Dates" for the Refunding Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

(h) The following matters are hereby determined with respect to the Refunding Bonds:

Designations:	Tax-Exempt General Obligation Refunding Bonds, consisting of General Improvement Refunding Bonds, Series 2016C and General Improvement Refunding Bonds, Series 2016D
Qualification:	The Refunding Bonds will **not** be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended.
Date of Bonds:	Date of Delivery.
Principal Payment Date:	November 1 or such other date as determined by the Chief Financial Officer.
Interest Payment	May 1 and November 1, commencing May 1, 2017, or such other dates as are determined by the Chief Financial Officer.
Redemption	The Bonds may be subject to redemption prior to their stated maturities.
Place of Payment:	Cede & Company

Section 4. The Refunding Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Refunding Bonds:

REGISTERED
NUMBER A-_____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON

CITY OF JERSEY CITY

B. GENERAL IMPROVEMENT REFUNDING BOND, SERIES 2016__

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
_____, 2016	_____ 1, 20__	_____%	_____

CITY OF JERSEY CITY, in the County of Hudson, New Jersey (the "City") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS ($_____), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1st days of _____ and _____ in each year until maturity, commencing on _____ 1, 2017. Interest on this bond will be paid to the Securities Depository by the City's paying agent, _____, _____, New Jersey, or its successor (the "Paying Agent") and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the 15th days of _____ and _____ next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City will be paid to the Securities Depository by the Paying Agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance of the City finally adopted on September 14, 2016, entitled **C**"_____", and a resolution of the City adopted on _____, 2016, entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF TAX-EXEMPT GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS", in all respects duly approved and published as required by law (the "Authorization Proceedings").

[The Bonds maturing on or after _____ 1, 20__ are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after _____ , 20__, in such order of maturity as directed by the City, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the

portion not called for redemption shall be in the principal amount of $5,000 or any integral multiple of $1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice, by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.]

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

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

IN WITNESS WHEREOF, the CITY OF JERSEY CITY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of the Clerk of the City, and this bond to be dated the Date of Original Issue as specified above.

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _____(Facsimile)_____
Mayor

ATTEST:

By: _____
Clerk

By: _____(Facsimile)_____
Chief Financial Officer

Section 5. In each of the Series C Refunding Bonds the following language should be

inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RC-__.

B. C

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING (ON A CROSSOVER BASIS) OF ALL OR A PORTION OF THE CITY'S, GENERAL IMPROVEMENT BONDS (BUILD AMERICA BONDS-DIRECT PAYMENT), TAXABLE SERIES 2010B APPROPRIATING AN AMOUNT NOT EXCEEDING $82,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $82,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF".

Section 6. In each of the Series D Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RD-__.

B. D

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING (ON A CROSSOVER BASIS) OF ALL OR A PORTION OF THE CITY'S, GENERAL IMPROVEMENT BONDS (RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS-DIRECT PAYMENT), TAXABLE SERIES 2010C APPROPRIATING AN AMOUNT NOT EXCEEDING $8,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $8,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF".

Section 7. The law firm of GluckWalrath LLP is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the City are hereby authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriter upon receipt of payment therefor.

Section 8. The City hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code") in order

to preserve the exemption from taxation of interest on the Refunding Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Refunding Bonds, and that it will refrain from taking any action that would adversely affect the tax exemption of the Refunding Bonds under the Code.

Section 9. The City is hereby authorized to prepare and distribute a Preliminary Official Statement in connection with the sale of the Refunding Bonds, in such form as approved by the Chief Financial Officer, and the use of the information contained therein concerning the City in connection with the sale of the Refunding Bonds is hereby approved and authorized. The Chief Financial Officer of the City is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 11. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of $5,000 each or any integral multiple of $1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 12. A Continuing Disclosure Certificate in substantially the form attached

hereto as Exhibit B is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the City in substantially such form, with such insertions and changes therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 13. Manufacturers and Traders Trust Company, Iselin, New Jersey is hereby appointed as Escrow Agent (the "Escrow Agent") for the Refunded Bonds.

Section 14. To effectuate the Refunding Plan, the City hereby approves the preparation and the execution of one or more escrow agreements by and between the City and the Escrow Agent, said escrow agreement to be in substantially the form attached hereto as Exhibit C (the "Escrow Agreement"), which is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the City in substantially such form, with such insertions and changes therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the City to be executed upon delivery of the Refunding Bonds. NW Financial Group, LLC, Hoboken, New Jersey, the City's Financial Advisor (the "Financial Advisor"), the Underwriter and the Escrow Agent are each hereby authorized on behalf of the City is hereby authorized on behalf of the City to apply for United States Treasury Securities - State and Local Government Series and appointed as bidding agent of the City to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriter, the City's Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 15. Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey is hereby appointed as Verification Agent who shall verify the mathematical computations performed initially by the Underwriter and related to the Refunding Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

City Clerk File No. Res. 16.631

Agenda No. 10.C SEP 28 2016

TITLE:

Section 16. The Chief Financial Officer is hereby authorized and directed to take all actions necessary and appropriate to procure bond insurance in respect of the Refunding Bonds, provided that such bond insurance would be cost effective for the Refunding Plan. Such officer is further authorized and directed to execute all documents and certificates as may be necessary in connection with the purchase of such bond insurance.

Section 17. The Chief Financial Officer and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the City and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 18. This resolution shall take effect immediately.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ for
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 DETERMINING THE FORM AND OTHER DETAILS OF TAX-EXEMPT GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS

Initiator

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

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

Resolution Purpose

This resolution authorizes the form of sale of up to $90,000,000 in General Obligation Tax-Exempt Refunding Bonds, all the required agreements, the continuing disclosure certificate and the City's Preliminary Official Statement (POS).

I certify that all the facts presented herein are accurate.

Donna Mauer 9/21/16

Signature of Department Director **Date**

EXHIBIT A

Form of Purchase Contract

EXHIBIT B

Form of Continuing Disclosure Certificate

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its $_____ General Improvement Refunding Bonds, Series 2016C (the "Series C Refunding Bonds") and $_____ General Improvement Refunding Bonds, Series 2016D (the "Series D Refunding Bonds", and together with the Series C Refunding Bonds, the "Bonds"). The Bonds are being issued pursuant to two refunding bond ordinances (the "Ordinances") duly adopted by the Municipal Council on September 14, 2016 and a resolution duly adopted by the Municipal Council on _____, 2016 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 30, 2016, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for making available or providing the Annual Report the name and address of each Repository, if any; and

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from

time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2016, prepared in connection with the sale of the Bonds under the following captions under the heading in the body of the Official Statement: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", and in Appendix A thereto under the following headings and captions, "CITY INDEBTEDNESS AND DEBT LIMITS – Debt Statements" (excluding the first four paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS – Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION – Current Fund—Revenues and Expenditures", "CITY REVENUES – Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per $1,000 Assessed Valuation" only), "CITY REVENUES – Equalization Rate and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES – Tax-Exempt Properties", "CITY REVENUES – Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES – State Aid Programs" (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING – City Plans" (table captioned "City Contribution to Employee Pensions" only) and "LITIGATION – Pending Litigation" (table describing amounts in judgments and settlements only)".

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancements reflecting financial difficulties;

5. substitution of the credit or liquidity providers or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

7. modifications to rights of Bondholders, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is

specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2016

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By: _____
Donna L. Mauer, Chief Financial Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Jersey City, in the County of Hudson, New Jersey

Name of Bond Issue: $_____ General Improvement Refunding Bonds, Series 2016C
$_____ General Improvement Bonds, Taxable Series 2016B

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2016. The Issuer anticipates that the Annual Report will be filed by _____.___, 20__.

Dated:_____ ___, 20__

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By:_____
Name:
Title:

EXHIBIT C

Form of Escrow Deposit Agreement

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

City Clerk File No. Res. 16.632

Agenda No. 10.D

Approved: SEP 28 2016

TITLE:

A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL RECOGNIZING SHIRLEY CAPALDO AND WISHING HER LUCK IN THE MISS NEW JERSEY USA COMPETITION

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

WHEREAS, Shirley Capaldo was born in New York, NY and has been a Jersey City resident for over a decade; and,

WHEREAS, in May 2014, **Shirley Capaldo** graduated from Hudson County Community College as an Associate of Science in Psychology and member of the National Honor Society of Leadership and Success; and,

WHEREAS, in addition to her studies, **Shirley Capaldo** is a dedicated community servant, acting as a mentor for the Big Brothers and Big Sisters of Hudson, Essex & Union Counties; actively fundraising for her favorite local charity, AngelaCares Inc.; collecting canned foods and toys for distribution to the needy; and as a member of the Board for Metropolitan Family Health Network; and,

WHEREAS, Shirley Capaldo had been a passionate beauty aspirant from a young age, finishing among New York's top 20 finalists in the Miss American Coed pageant at age 9, and winning Miss Eco Tourism in Romblon, Philippines at age 21; and,

WHEREAS, Shirley Capaldo is now a state finalist for Miss New Jersey USA 2017, a pageant which will help her share her concern for children with mental illness and give her an opportunity to make a greater impact on the world starting with her hometown of Jersey City.

NOW, THEREFORE, BE IT RESOLVED by the Jersey City Municipal Council, that **Shirley Capaldo** is hereby recognized for her community service, academic achievements, and pageant successes; and,

BE IT FURTHER RESOLVED that all the members of the Jersey City Municipal Council wish **Shirley Capaldo** lots of luck as she competes on October 14th through 16th 2016, for the title of Miss New Jersey USA.

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 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16-633

Agenda No. 10.E

Approved: SEP 28 2016

TITLE:

RESOLUTION APPOINTING ISABELLE PROCACCINO AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE LAW DEPARTMENT

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, pursuant to N.J.S.A. 40A:5-21, Isabelle Procaccino has been approved as custodian of the Law Department's petty cash funds; and

WHEREAS, due to the retirement of Monique Snow, it has become necessary to appoint a new custodian for the funds.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Isabelle Procaccino is hereby appointed custodian of the petty cash fund for the Law Department. This petty cash fund has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of One Thousand Dollars ($1,000).

:igp
9/9/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan
for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-28-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 APPOINTING ISABELLE PROCACCINO AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE LAW DEPARTMENT

Initiator

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

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

Resolution Purpose

To appoint Isabelle Procaccino as the new custodian of petty cash due to the retirement of Monique Snow.

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. 16.634

Agenda No. 10.F

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

WHEREAS, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

WHEREAS, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell seventy six (76) motor vehicles.

2. The successful bidder shall be required to pick up the motor vehicles at the City's Department of Public Works facility using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than 5 business days after the sale.

3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.

4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.

5. Vehicles will be auctioned individually. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.

6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.

7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.

8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.

(Continued on page 2)

City Clerk File No. Res. 16.634

Agenda No. 10.F SEP 28 2016

TITLE: **RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION**

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

NUMBER	YEAR	MAKE	TYPE	VIN #	MINIMUM BID
1.	1994	HON	WGN	1HGCE1899RA000238	$ 28,327.50
2.	1999	MIT	TRK	JW6AAF1H4XL003887	$ 36,937.00
3.	2000	PON	4DR	1G2NF52T7YM856607	$ 9,683.70
4.	1993	TOY	4DR	4T1SK12E8PU249551	$ 9,459.00
5.	2004	GMC	WGN	1GKET12S946167899	$ 18,176.00
6.	1999	TOY	4DR	2T1BR12E8XC219396	$ 8,977.50
7.	2013	TOY	4DR	2T1BU4EE0DC001539	$ 8,817.00
8.	1998	CHE	4DR	2G1WN52K6W9199151	$ 8,784.90
9.	2000	MER	4DR	1MEFM66LXYK615124	$ 8,784.90
10.	1997	FOR	4DR	1FTJW36F0VEA03331	$ 16,250.00
11.	1999	VW	4DR	3VWSC29M7XM024348	$ 7,179.90
12.	2011	BMW	4DR	WBAPK5C5XBA657699	$ 7,147.80
13.	2005	KIA	4DR	KNADC125456372904	$ 7,083.60
14.	1997	CHE	2DR	2G1WW12M1V9117591	$ 6,698.40
15.	2000	NIS	4DR	JN1CA31A4YT216658	$ 6,698.40
16.	1991	TOY	4DR	JT2SV21EXM3451398	$ 6,698.40
17.	2003	CHE	4DR	2G1WH52K939307443	$ 6,666.30
18.	1998	CHE	4DR	1G1ND52M8W6155658	$ 6,634.20
19.	1998	CHE	4DR	2G1WL52M7W9221777	$ 6,570.00
20.	1998	TOY	4DR	JT3HN86R8W0139430	$ 12,719.00
21.	2001	CHR	4DR	2C8GP44G01R186489	$ 6,409.50
22.	1998	HON	4DR	1HGCG5647WA039334	$ 6,377.40
23.	2001	DOD	VAN	2B4GP44361R362862	$ 6,313.20
24.	2002	MIT	4DR	4A3AA46G62E096409	$ 6,281.10
25.	1999	FOR	4DR	1FAFP53S7XA190647	$ 6,249.00
26.	1999	HON	4DR	1HGCG6651XA150087	$ 6,249.00
27.	2001	VOL	4DR	YV1TS94D211216060	$ 6,249.00
28.	2001	INF	4DR	JNKCA31A21T006741	$ 6,056.40
29.	1994	FOR	2DR	1FTEX15Y8RKB37484	$ 12,012.80
30.	2002	KIA	VAN	KNDUP131126204989	$ 5,960.10
31.	2000	AUD	4DR	WAUZL64B8YN112070	$ 5,928.00
32.	1998	NIS	4DR	JN1CA21D9WT600999	$ 5,895.90
33.	2000	VOL	4DR	YV1LZ56D0Y2668126	$ 5,895.90
34.	1995	LIN	4DR	1LNLM83W5SY603753	$ 5,799.60
35.	1999	LIN	4DR	1LNHM81W2XY654482	$ 5,767.50
36.	2004	FOR	4DR	1FMZU72K84UB38513	$ 11,306.60
37.	1997	PLY	4DR	1P3EJ46C6VN544766	$ 5,703.30
38.	2003	PON	4DR	1G2HZ541234158527	$ 5,671.20
39.	2002	CAD	4DR	1GYEK63N62R219368	$ 11,242.40
40.	1999	LIN	4DR	1LNHM97V4XY628907	$ 5,671.20
41.	2001	FOR	4DR	1FAFP53U51G108923	$ 5,607.00
42.	2006	CHR	4DR	3A4FY58B66T239130	$ 5,607.00
43.	2009	HYU	4DR	KMHCN46C79U333899	$ 5,542.80
44.	2002	NIS	4DR	1N4AL11D32C136715	$ 5,542.80
45.	2002	NIS	4DR	3N1CB51D42L606805	$ 5,542.80

Continuation of Resolution _____

City Clerk File No. Res. 16.634

Agenda No. 10.F SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

NUMBER	YEAR	MAKE	TYPE	VIN #	MINIMUM BID
46.	2004	PON	4DR	5Y2SL628X4Z457454	$ 5,510.70
47.	2003	CHE	4DR	2G1WF52E439428168	$ 5,382.30
48.	1992	TOY	4DR	JT2VK13E8N0007288	$ 5,382.30
49.	2003	HYU	4DR	KMHDN45D23U516018	$ 5,522.30
50.	1999	MER	4DR	1MEFM58S8XG658604	$ 5,253.90
51.	2001	CHE	2DR	2G1WX15K919358123	$ 5,253.90
52.	2008	NIS	4DR	3N1AB61E38L689559	$ 5,253.90
53.	1998	FOR	4DR	1FAFP53S2WA245553	$ 5,125.50
54.	2008	KIA	4DR	KNDJE723987455258	$ 5,093.40
55.	1995	LEX	4DR	JT8GK13T8S0082632	$ 5,093.40
56.	2006	CHR	4DR	1A4GP45R46B583060	$ 5,061.30
57.	1999	HON	4DR	2HGEJ6610XH582873	$ 5,029.20
58.	2000	ACU	4DR	19UU1566XYA011022	$ 4,997.10
59.	2005	NIS	4DR	3N1CB51D35L484796	$ 4,932.90
60.	1997	NIS	SUV	JN8AR05Y8VW105676	$ 4,900.80
61.	1997	NIS	4DR	JN1CA21D3VT813820	$ 4,836.60
62.	1999	CHE	SUV	1GNCT18WXXK127606	$ 4,804.50
63.	2005	TOY	4DR	4T1BE32K25U042868	$ 4,772.40
64.	2001	CHE	4DR	1G1NE52J216174234	$ 4,772.40
65.	1996	CHR	4DR	2C3HD56T6TH227493	$ 4,772.40
66.	1998	HON	2DR	1HGEJ8246WL054316	$ 4,772.40
67.	1996	LIN	4DR	1LNLM82W3TY611353	$ 4,740.30
68.	2002	HYU	4DR	KMHCG45C62U298984	$ 4,611.90
69.	2002	GMC	SUV	1GKDT13S422386445	$ 8,802.80
70.	1994	FOR	2DR	1FTCR10A8RUB63406	$ 4,387.20
71.	1991	FOR	VAN	1FTFE24H7MHA21619	$ 8,674.40
72.	1997	FOR	SUV	1FMFU18L3VLA13264	$ 8,674.40
73.	2001	CAD	2DR	1G6ET12961B108243	$ 4,355.10
74.	2004	INF	4DR	JNKCV51F74M714476	$ 4,355.10
75.	2003	HYU	4DR	KMHDN45D93U616424	$ 4,323.00
76.	1992	FOR	2DR	1FDEE14H0NHA20976	$ 8,546.00

MR /sb
August 31, 2016

APPROVED: _____ 8/31/16.

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ For
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION.

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Hector Ortiz	Asst. DPWDirector
Phone/email	201-547-4422	ortizh@jcnj.org

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

Contract Purpose

The purpose of this resolution is to:

- The City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- The City is offering to sell seventy six (76) motor vehicles.
- The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award Auction

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 8/31/16

Signature of Purchasing Director — **Date**

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

City Clerk File No. Res. 16.635

Agenda No. 10.G

Approved: SEP 28 2016

TITLE:

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

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

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 sale 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 set forth as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the **Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on, Thursday, October 20, 2016 at 10:30A.M.**

2. The sale shall be conducted by the Department of Finance, 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

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY OWNED PROPERTY, NOT NEEDED FOR PUBLIC USE, BY PUBLIC SALE

4. 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 or cause an inspection to be made to ascertain the condition of the property and what code violations do exist.

   (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.

5. 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.

6. All prospective purchasers are put on notice to consult the Water and Sewerage Departments for existing facilities.

7. 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 immediately after the conclusion of the bidding.

   (b) by payment to the City of Jersey City immediately after the conclusion of the bidding of ten (10) percent of the minimum bid price by cash, money order, bank check or certified.

   (d) 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.

TITLE:

RESOLUTION AUTHORIZIMING THE SALE OF CITY OWNED PROPERTY, NOT NEEDED FOR PUBLIC USE, BY PUBLIC SALE

(e) if the purchaser fails to pay the balance of the purchase price within a two (2) month time limit, the sale to the purchaser is automatically cancelled and the deposit shall be forfeited.

8. 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 purchaser fails to notify the city in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.

9. Upon delivery of deed, the purchaser shall be entitled to make payment to the City for all real property taxes.

10. 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.

11. 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 aforesaid, 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.

12. **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.

13. 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.

TITLE:
RESOLUTION AUTHORIZING THE SALE OF CITY OWNED PROPERTY, NOT NEEDED FOR PUBLIC USE, BY PUBLIC SALE

14. The prices set forth as minimum herein are merely upset prices and do not constitute market value or future assessments.

15. The City shall execute a Contract of Sale with any successful bidder upon terms and conditions consistent herewith and 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.

16. 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.

TITLE: RESOLUTION AUTHORIZING THE SALE OF CITY OWNED PROPERTY, NOT NEEDED FOR PUBLIC USE, BY PUBLIC SALE

(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 that 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 16 sub-section (a) through (f).

(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 16 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.

All offers to bid shall be increments of no less than one thousand dollars($1,000.00)

SEE RIDER ATTACHED

Continuation of Resolution _____ Pg. # 6

City Clerk File No. Res. 16.635

Agenda No. 10.G SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY OWNED PROPERTY, NOT NEEDED FOR PUBLIC USE, BY PUBLIC SALE

VACANT LAND

BLOCK	LOT	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
5505	1.03	58 Tunnel St.	VACANT LAND	37.84x75ir	$110,000.

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

APPROVED: Ann Marie Nulty, Real Estate Manager

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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@jcnj.org**

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

Resolution Purpose

Pursuant to N.J.S.A 40A:12-13 the City is authorized to sell properties to the highest bidder at Public Auction. The minimum bid will provide an estimated $110,000.00 in revenue for the City and place the property back on the tax rolls.
The Public Auction will be held on Thursday, October 20, 2016 at 10:30a.m. in the City Council Chambers.

I certify that all the facts presented herein are accurate.

Signature of Department Director

9/13/16

Date

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

City Clerk File No. Res. 16.636

Agenda No. 10.H

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE 16-142. (An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24 (Parking Prohibited Certain Hours) designating the two recessed parking areas on the south side of New Street West of Ocean Avenue (side of the New P.S. #20) as No Parking School Days, 8:00 a.m. to 6:00 p.m.

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

WHEREAS, at its meeting of September 28, 2016 at 6:00 P.M. the Municipal Council adopted Ordinance 16-142; and

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

WHEREAS, it is necessary that this ordinance become effective immediately to facilitate prompt placement of the signs.

WHEREAS, if Ordinance 16-142 doesn't take effect immediately, buses transporting students to and from P.S. #20 will be required to double park on New Street which will create both traffic problems and safety issues for the school children.

NOW, THEREFORE, BE IT RESOLVED, the Municipal Council of the City of Jersey City hereby declares an emergency for the reasons stated above and waives the statutory 20 day estoppel period in order to allow Ordinance 16-142 to take effect immediately upon its adoption, pursuant to N.J.S.A. 40:69A-181(b).

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED: 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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. 16.637

Agenda No. 10.I

Approved: SEP 28 2016

TITLE:

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2014-2337 SOLD TO MILNEJ ENTERPRISE LLC.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 410 M.L. KING DRIVE., Block 21305 Lot 37, Certificate# 2014-2337 on December 18, 2014 to Milnej Enterprise LLC; and

WHEREAS, Milnej Enterprise LLC.the third party lienholder for certificate 2014-2337 lost the original certificate issued on December 18, 2014; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to Milnej Enterprise LLC under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Milnej Enterprise LLC be and hereby given a duplicate tax sale certificate..

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2014-2337 SOLD TO MILNEJ ENTERPRISE LLC.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

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

Resolution Purpose

To replace lost third party tax sale certificate.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 9-12-16

Dear Sir/Madam,

I mailed in the original tax lien certificate to Hudson County registrar office for record in Jan this year but I have never received the original back. The cert was lost and not assigned to someone else.

The property address is 410 M.L. King Drive Block 21305 Lot 00037 Account# 350488
Tax sale certificate No 2014-2337, investor is Milnej Enterprise LLC

General Member of Milnej Enterprise LLC

Wei Jen Lim

State of New York)

County of Bronx) ss:

On the 9 day of 8, 2016, before me personally came Wei Jen Lim

To me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

KENNETH M BUSHELL
Notary Public, State of New York
No. 02BU4805248
Qualified in Bronx County
Commission Expires 6/30/2018

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

City Clerk File No. Res. 16.638

Agenda No. 10.J

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF THREE (3) ADDITIONAL MONTHS TO ELITE ASSOCIATES HOLDING, LLC. TO COMPLETE THE REHABILITATION OF 268 FAIRMOUNT AVENUE (BLOCK 15003 LOT 29)

WHEREAS, on September 9, 2015, the Municipal Council of the City of Jersey City passed and adopted Resolution 15.641 authorizing the sale of certain public lands not needed for public sale to the highest bidder in accordance with N.J.S.A. 40A: 12-13; that the successful purchaser will renovate the units and is subject to the restrictions that the successful purchaser maintain the property as affordable rental housing units; and

WHEREAS, on November 10, 2015, the Municipal Council adopted Resolution 15.783 confirming the sale of City owned property located at 268 Fairmont Avenue, Block 15003, Lot 29 not needed for public use; and

WHEREAS, the successful bidder was Elite Associates Holding, LLC. The City executed a contract and deed with Elite Associates, LLC.; and

WHEREAS, pursuant to the contract with the City, Elite Associates was required to assume the loans that the City made to Fairmount Housing Corporation (FHC) and maintain the Property as affordable rental housing until December 7, 2034; and

WHEREAS, the contract with the City further required Elite Associates to make repairs within six (6) months upon receiving the deed to the property; and

WHEREAS, the Division of Community Development (DCD) was authorized under Resolution 15.641 to grant a three (3) month extension provided there is reasonable cause. On June 14, 2016, DCD granted a three (3) month extension through September 11, 2016 to Elite Associates, LLC.; and

WHEREAS, Elite Associates is requesting an additional three (3) month extension through December 31, 2016 to complete the rehabilitation of the building. The project was delayed due to seeking plan approval by the Zoning Department and receipt of permit(s) from the Construction Department. See attached Exhibit "A" for Extension Letter.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 EXTENSION OF THREE (3) ADDITIONAL MONTHS TO ELITE ASSOCIATES HOLDING, LLC. TO COMPLETE THE REHABILITATION OF 268 FAIRMOUNT AVENUE (BLOCK 15003 LOT 29)

Initiator

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

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

Resolution Purpose

To extend three (3) additional months for developer to complete rehabilitation of 268 Fairmount Avenue.

I certify that all the facts presented herein are accurate.

9/12/16

Signature of Department Director **Date**

ELITE ASSOCIATES HOLDING, LLC.

Property Management Professionals

Dated: August 26, 2016

To,
Rodney Hairston
Real Estate Officer
Division of Community Development
30 Montgomery Street,
Suite 04
Jersey City NJ 07302

Ref: Extension of Time request for Repair work and Construction of ground floor unit – Affordable Housing Project at 268 Fairmount Avenue, Jersey City NJ 07306

Dear Rodney,
In reference to our project of the Affordable units building, located at 268 Fairmount Avenue, Jersey City NJ 07306, repair work needs to done in apartment 2L, 2R, 3L and the construction of a ground floor unit consisting a kitchen, living room, bathroom and two bedrooms, which has been extended earlier until September 15th, 2016, must be completed. Originally we had requested that the extension time allow us six months until December 31st 2016.

As we are committed to provide a better quality of living standards to the affordable tenants, we have applied for the plan approval along with repair work construction permits to the City of Jersey City on August 8th. Currently the zoning department has approved the plan and the permit request is in the review process by the building department of the City of Jersey City so hopefully we will get the approval soon. We are vigorously working on this project and will hopefully finish up by the middle or end of December. Majority of the work in four apartments has been done and soon the apartments will be available/open for renting. Again, I stress that it is a huge project and needs a significant amount of work and time, but we are running out of time and really need the extension until December 31st 2016. To finish this affordable housing project in its entirety and start renting all the units in accordance to the Jersey City affordable housing guideline, we really need the support, help, and cooperation from your esteemed organization.

268 Fairmount Avenue, Jersey City, NJ 07306
Ph:(201)889-9997, Fax:(201)221-7930, Email:eliteassociatesholding@gmail.com.

ELITE ASSOCIATES HOLDING, LLC.

Property Management Professionals

We do hereby request your good honor, due to our scope of work discussed above, we need an extension in time for another three months to complete this project in whole. We will greatly appreciate if you please accept our request for extension of time to December 31, 2016. We want to be partner of this great city of Jersey City in providing better and affordable living to residents of the Jersey City.

If you have any questions, please contact this office.

M. Saleem
Member
70 Fern Road
East Brunswick NJ 08816

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

City Clerk File No. Res. 16.639

Agenda No. 10.K

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH SWAMINARAYAN WORLD ORGANIZATION (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER THE LICENSOR'S PROPERTY TO USE SPACE IN THE LICENSOR'S BUILDING AT 421 HOBOKEN AVENUE, JERSEY CITY IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 8 AND 9, 2016 AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE LICENSOR

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

WHEREAS, the City of Jersey City ("City") will be conducting the annual Jersey City Art and Studio Tour ("Tour") on October 8 and 9, 2016; and

WHEREAS, the City desires to use in connection with the Tour a portion of the ground floor consisting of approximately 2,000 square feet in a building at 421 Hoboken Avenue, Jersey City ("Property") that is owned by Swaminarayan World Organization ("Licensor"); and

WHEREAS, the Licensor agrees to permit the City to enter onto its Property for the purpose of conducting an art exhibition provided that the City executes the License Agreement attached hereto and provided that the City issues a Certificate of Insurance naming the Licensor as an additional insured on the City's general liability insurance policy; and

WHEREAS, the License Agreement requires that the City indemnify the Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of the Licensor's Property.

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

1. The City and its employees, agents, or contractors are authorized to enter onto the Licensor's Property located at 421 Hoboken Avenue, Jersey City to perform the activities described in the License Agreement attached hereto;

2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

3. The term of the License Agreement shall be effective from Wednesday, October 5, 2016 through and including Monday, October 10, 2016.

4. The City's Risk Manager is authorized to issue to the Licensor a Certificate of Insurance naming the Licensor as an additional insured on the City's general liability insurance policy.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Johanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 A LICENSE AGREEMENT WITH SWAMINARAYAN WORLD ORGANIZATION (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER THE LICENSOR'S PROPERTY TO USE SPACE IN THE LICENSOR'S BUILDING AT 421 HOBOKEN AVENUE, JERSEY CITY IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 8 AND 9, 2016 AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO THE LICENSOR

Project Manager

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Elizabeth Cain	Director
Phone/email	547-4303	ECain@jcnj.org

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

Contract Purpose

The City will be conducting the annual Jersey City Art and Studio Tour ("Tour") on October 8 and 9, 2016. The City desires to use in connection with the Tour a portion of the ground floor consisting of approximately 2,000 square feet in a building at 421 Hoboken Avenue, Jersey City ("Property") that is owned by Swaminayran World Organization("Licensor"). The Licensor agrees to permit the City to enter onto its Property for the purpose of conducting an art exhibition provided that the City executes a License Agreement. The License Agreement requires that the City indemnify the Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of the Licensor's Property and that the City provide a Certificate of Insurance that names the Licensor as an additional insured.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Oct. 5, 2016 through Oct. 10, 2016

Type of award Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

9/19/16

Date

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016 between Swaminarayan World Organization (hereinafter referred to as "SWO" or "Licensor"), whose address is 421 Hoboken Avenue, Jersey City and the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensee"), whose address is 280 Grove Street, Jersey City, New Jersey 07302.

By this Agreement SWO grants permission to the Licensee and its employees, agents, guests, invitees or contractors to enter onto property owned by SWO which is approximately 2,000 square feet located on the ground floor of SWO's building at 421 Hoboken Avenue, Jersey City (hereinafter referred to as the "Premises"). Licensee is permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

a) The term of this License is for a period of six days effective Wednesday, October 5, 2016 through and including Monday, October 10, 2016.

b) The Licensee shall be permitted to use the premises for the following activities:

(a) Setting up, conducting, and breaking down an art exhibition that will be open to the public on October 8 & 9 between the hours of 12 pm and 6 pm.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of SWO.

3. The permission hereby granted for use of the premises may be revoked at any time by SWO with or without cause, by giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of SWO resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, SWO shall have the right to make such repairs and the Licensee agrees to reimburse SWO for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless SWO, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and

costs of suit. If so directed, the Licensee shall, at no cost or expense to SWO, defend against such claims. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of SWO, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between SWO and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. SWO officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. SPU shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee shall provide insurance coverage to SWO indemnifying SPU from any liability in connection with the Licensee's use of the premises. Licensee will supply SWO with a copy of its insurance liability policy. The amount of the insurance shall be: Comprehensive General Liability: combined single limit for bodily injury and property damage of not less than $1,000,000.00 each occurrence and $2,000.000.00 annual aggregate. Worker's Compensation Insurance and Employer's Liability Insurance: with limits of liability not less than those required by law. SWO shall be named as an additional insured party on the policies. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to SWO.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and city laws and regulations including but not limited to health ordinances and regulations which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the

premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the employees, guests, invitees, contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of _____, 2016

City of Jersey City
(Licensee)

By: _____
Robert Kakoleski
Business Administrator

Attest: _____
Robert Byrne
City Clerk

Swaminarayan World Organization
(Licensor)

By: _____

Attest: _____

RR
9-16-16

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

City Clerk File No. Res. 16.640

Agenda No. 10.L

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A TEMPORARY ACCESS PERMIT AGREEMENT PERMITTING THE CITY OF JERSEY CITY TO ENTER ONTO PROPERTY OWNED BY NEW JERSEY TRANSIT CORPORATION TO PAINT ART WORK ON A WATER TOWER AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO NEW JERSEY TRANSIT CORPORATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, New Jersey Transit Corporation ("NJT") is the owner of property at 150 Pacific Avenue, Jersey ("Property") which includes a water tower; and

WHEREAS, the City of Jersey City ("City") desires to enter onto the Property for the purpose of painting art work on the water tower prior to the City's 2016 Studio Art Tour; and

WHEREAS, the NJT agrees to permit the City to enter onto the Property provided that the City executes the Hudson-Bergen Light Rail Transit System Temporary Access Permit attached hereto and provided that the City issues a Certificate of Insurance naming the NJT as an additional insured on the City's general liability insurance policy.

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

1) the Mayor or Business Administrator is authorized to execute the Hudson-Bergen Light Rail Transit System Temporary Access Permit No. 16-16 that is attached hereto;

2) the City's Risk Manager is authorized to issue to NJT a Certificate of Insurance naming NJT as an additional insured on the City's general liability insurance policy;

3) the term of the Permit shall be one (1) year from the date of its execution or upon the completion of the painting of the art work whichever occurs first; and

4) the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purposes of this resolution.

APPROVED: Mark Gedlicki

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monaghan Corporation Counsel

R.R 9-19-16

701

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A TEMPORARY ACCESS PERMIT AGREEMENT PERMITTING THE CITY OF JERSEY CITY TO ENTER ONTO PROPERTY OWNED BY NEW JERSEY TRANSIT CORPORATION TO PAINT ART WORK ON A WATER TOWER AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A CERTIFICATE OF INSURANCE TO NEW JERSEY TRANSIT CORPORATION.

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Brooke Hansson	Sr. Administrative Analyst
Phone/email	201-687-7019	bhansson@jcnj.org

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

The purpose of this resolution is to:

- New Jersey Transit Corporation ("NJT") is the owner of property at 150 Pacific Avenue, Jersey ("Property") which includes a water tower.
- The City of Jersey City ("City") desires to enter onto the Property for the purpose of painting art work on the water tower prior to the City's 2016 Studio Art Tour.
- the NJT agrees to permit the City to enter onto the Property provided that the City executes the Hudson-Bergen Light Rail Transit System Temporary Access Permit attached hereto and provided that the City issues a Certificate of Insurance naming the NJT as an additional insured on the City's general liability insurance policy

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award Access Permit Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Mark Redford 9-16-16

Signature of Department Director **Date**

The New Jersey Transit Corporation, an instrumentality of the State of New Jersey with offices located at One Penn Plaza East, Newark, New Jersey 07105 ("NJ Transit") grants permission to _____with offices located at _____Telephone number_____, Fax number_____, hereinafter referred to as the "Permittee," to enter upon NJ Transit Property identified as the Hudson Bergen Light Rail Transit System (HBLR) at the locations identified on Exhibit A attached hereto and identified herein as the "Property," for the purposes of performing the Work set forth in the Permittee's proposal attached as Exhibit B, and no other purpose, subject to the following terms and conditions:

1. The Permittee is fully responsible for adherence to the terms and conditions of this Permit. In no event will NJ Transit be responsible for any cost or expense related to this Permit.

2. This Permit allows only the use of the Property by the Permittee, their authorized representatives(s) or contractors and no others commencing upon the date of execution of this permit by NJ Transit. The Permittee shall provide NJ Transit with a list of their authorized agents and contractors to NJTransit prior to entry upon NJ Transit's Property.

3. Use of the Property is restricted to those areas as identified in Exhibit A. Under no circumstances shall this Temporary Access Permit be construed as granting to the Permittee any right, title or interest of any kind in any property of NJ Transit.

4. The Permittee, subject to the provisions contained herein, may enter upon and use the Property only when protected by a flagman or flagmen supplied by NJ Transit or 21st Century Rail Group (the "Contract Operator") unless specifically otherwise authorized in writing by NJ Transit. Normal hours of work are from 9:00 AM to 3:30 PM Monday through Friday excluding holidays. The purpose of the flagman is to protect the HBLR from the actions of the contractor. The flagman is not intended to safeguard the Permittee's crew. All Permittee's field personnel and its agents shall be trained in accordance with the HBLR Safety training program at the Permittee's expense prior to entering the Property.

5. All notices required by this Permit shall be sent in writing to the following:

   Mr. John Squitieri, Chief
   Light Rail and Contract Services
   NJ Transit Corp., One Penn Plaza East, Newark NJ 07105-2246
   (973) 491-8265

   Mr. Philip Maccioli
   President & CEO
   Twenty-First Century Rail Corporation (Contract Operator)
   20 Caven Point Avenue, Jersey City New Jersey, 07305-4604
   (201) 209-2553

In addition, the Permittee shall provide written notification a minimum of fourteen (14) days prior to initiating any Work to aforementioned individuals to schedule flagmen, safety training and all related support services.

6. The Permittee hereby acknowledges that the Property is generally restricted as to excavation and that any proposed excavation shall require the prior submission to NJ Transit and its Contract Operator of a plan describing proposed materials management, including control of groundwater and surface flows, transportation and testing of material to be removed from the site including disposal site and a health and safety plan covering worker exposure. These plan elements shall be approved by NJ Transit and NJDEP prior to start of Work and access to the Property. The Permittee shall comply with all requirements of any Deed Notices affecting the Property.

7. NJ Transit, through the Contract Operator, shall have complete approval rights over the activities of the Permittee associated with the use hereby permitted, including the actions of personnel of the Permittee with regard to HBLR activities and system safety. NJ Transit's approval of such activities, however, shall not reduce or eliminate the Permittee's liability under this Permit for any negligent or intentional acts or omissions.

8. All activities shall be performed without interference to HBLR construction or operations. NJ Transit reserves the right to approve all means and methods to be employed in the work described in Exhibit B (the "Work").

9. The Work will conform to the applicable requirements of the "Specifications For Pipeline Occupancy of New Jersey Transit" and the "General Requirements for Working Within Right-of-Way," both of which the Permittee acknowledges receipt of. NJ Transit may withhold its approval to proceed with the Work if at any time or times, the Work will in any manner endanger persons or property and may condition its approval on the Permittee's agreement to take such precautions and measures as NJ Transit may deem advisable in its sole discretion. Any review of the Permittee's plans and specifications, comments theron or monitoring the Work shall not constitute nor shall be construed as a representation or warranty on the part of NJ Transit or its Contract Operator as to the adequacy or propriety of such plans and specifications or the means or methods of the Work.

10. **In case of an emergency, the Permittee must contact the Contract Operator at 201-209-2555, and at any other number of which Contract Operator advises the Permittee, and the Permittee must also contact NJ Transit's emergency police desk at (800) 242-0236 or (973) 378-6565.**

11. The Permittee must contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities prior to performing any excavation work within NJ TRANSIT's Right-Of-Way. If Permittee fails to timely provide such notification to NJ-1-Call, the permit will be immediately canceled.

12. All workers must maintain a distance of no less than eighteen (18) feet from the track and any tools, vehicles or equipment being utilized must not extend closer than eighteen (18) feet from the track.

13. All equipment and materials to be used upon the property of NJ TRANSIT shall be kept at all times at least 15 feet from all signal, communication and overhead catenary systems unless protected by a representative of the Contract Operator.

14. When a light rail transit car, rail maintenance equipment or any train, adjacent to the work, is approaching, the Permittee's workers shall cease work, face the moving equipment and stand clear of the tracks.

15. No workers are permitted to cross the tracks at any area other than temporary or permanent crossings without authorization from the Contract Operator or his designee.

16. No tools or working materials are permitted to be stored on the Property or on its right of way. No equipment shall be transported across the track or tracks without the special permission of the Contract Operator, obtained in writing, and without the use of appropriate support.

17. The Permittee shall be solely responsible for damage to any above or below-grade utilities or operating systems either belonging to NJ Transit or third party utilities and shall hold harmless, defend and indemnify NJ Transit and the Contract Operator for any breaches of this covenant.

18. If the Work requires any aerial lifting or work over NJ Transit or other rail tracks, such work will be in accordance with NJ Transit's General Requirements for Working Within Right-of-Way, a copy of which the Permittee acknowledges receipt of.

19. Subject to the provisions of Section 23, NJ Transit shall request that the Contract Operator provide adequate support staff to support the Work and to protect HBLR operations at the cost of the Permittee.

    (a) The Permittee shall be responsible for all costs and expenses associated with the Work ("Project Expenses"). The Permittee shall reimburse NJ Transit for all labor costs and direct expenses in connection with providing flagging protection, construction inspection, project management and any necessary force account support for the continued maintenance and operation of HBLR and any specific work required or requested by the Permittee whether provided by the Contract Operator or NJ Transit. Any material usage will be billed at the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses. The current hourly billing rate for NJ Transit and Contract Operator labor is detailed in Exhibit C. These rates will be adjusted annually effective July 1. All hours incurred will be billed including, but not limited to contractual overtime and travel time.

(b) NJ Transit and the Contract Operator will prepare Standard Daily Participation Reports to be verified by the Permittee's field personnel, which will identify all daily direct labor, equipment and vehicles necessary to support the Work.

(c) The Permittee shall remit payment to NJ Transit within thirty (30) days after receipt of an invoice. The Permittee shall pay NJ Transit a late charge of three (3%) percent of the total unpaid invoice amount for every month the invoice is owed and outstanding until the invoice is paid in full. Any reasonably disputed cost item(s) in any invoice shall be deducted from the amount to be paid to NJ Transit provided the disputed items are documented in writing and submitted to the pursuant to the Notice requirements contained in Section 5. Upon resolution, all disputed amounts remaining due will be paid within thirty (30) days.

20. The Permittee has deposited with NJ Transit the sum of _____ Dollars ($___,000.00) in order to reimburse NJ Transit for its Project Expenses and any other costs that may be due pursuant to this Permit. NJ Transit will hold these funds in a prepaid account ("Prepaid Account"). The funds in the Prepaid Account may be drawn upon by NJ Transit to reimburse NJ Transit for its Project Expenses and any other costs that may be due pursuant to this Permit. The Permittee shall authorize payment to NJ Transit from the Prepaid Account within thirty (30) days after receipt of an invoice from NJ Transit. Any reasonably disputed cost item(s) in any invoice may be deducted by the Permittee from the amount to be paid NJ Transit provided the disputed items are sufficiently documented in writing and submitted pursuant to the Notice requirements in Section 5. Upon resolution of such dispute, all disputed amounts remaining due will be deducted from the Prepaid Account. The Permittee shall maintain a minimum of $___,000.00 in the Prepaid Account until no further payments are owed to NJ Transit and no payments are in dispute. NJ Transit may advise the Permittee when additional funds are required to replenish the account. NJ Transit may immediately terminate the Permit if the Permittee fails to provide such additional funds to NJ Transit within five (5) business days after notification from NJ Transit. In the event any funds remain in the Prepaid Account after completion of the Work, the Permittee will provide notice to NJ Transit of its demand for release of the funds. If and when no further payments are owed to NJ Transit or if no payments are in dispute, NJ Transit will release the remaining balance in the Prepaid Account to the Permittee.

21. Before leaving the Property identified in Exhibit A, the Permittee shall restore the Property at its sole cost and expense to the same condition it was in prior to start of the Work, and such restoration work shall be approved by Contract Operator or NJ Transit. If the Permittee fails to commence or complete said restoration work, NJ Transit or the Contract Operator may undertake such restoration work and the Permittee hereby agrees to reimburse NJ Transit for all costs and expenses in connection therewith.

22. In granting this Permit, NJ Transit or the Contract Operator will assume no obligation

whatsoever in connection with the use, Work and or occupancy of the Property by the Permittee and is not obligated to make any repairs to the Property or furnish workers, equipment or materials in connection with the use, Work and/or occupancy by the Permittee.

23. Availability of support staff is subject to operational requirements of the Contract Operator and NJ Transit. NJ Transit or the Contract Operator makes no guarantee of the availability of support staff in the issuance of the Permit. Neither NJ Transit nor the Contract Operator will be responsible for any delays or damages due to the unavailability of support staff for the Work described in Exhibit B.

24. Indemnification

    (a) The Permittee shall indemnify, defend, keep and save harmless NJ Transit, its Contract Operators, and other railroad(s) operating on the affected property, their successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ Transit, (the "Indemnified Parties") against all claims, just or unjust, made against NJ Transit or the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which may in anywise accrue against the NJ Transit or Indemnified Parties in consequence of the granting of a Permit or which may in anywise result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligent acts or omissions of the NJ Transit or the Indemnified Parties and the Permittee shall appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the NJ Transit or the Indemnified Parties in any such action, the Permittee shall, at its own expense, satisfy and discharge the same.

    (b) The light rail and/or railroad operations at or near the Facilities involve some risk, and the Permittee, as part of the consideration for a Permit, and with full knowledge and appreciation of such risk, shall release and waive any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Permittee and its employees, including property in the care, custody, and control of the Permittee, and to the Facilities and contents thereof that are over, under, upon, or in the property of NJ Transit or the Contract Operator, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Permittee, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

25. In addition to other insurance carried by the Permittee, the Permittee shall carry, or cause to have carried during any Project construction, through completion and acceptance of the Project by NJ Transit and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

(a) Permittee's Comprehensive General Liability Insurance

The Permittee shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect the Permittee, NJ Transit and the Indemnified Parties, against liability which arises in consequence of granting this Permit, including access thereto over NJ Transit's adjacent property and/or which arises from any of the claims indicated in Indemnification Section 24(a) and (b) against which the Permittee is required to indemnify NJ Transit. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ Transit. This policy shall name NJ Transit and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ Transit reserves the right to require reasonable increases in the coverage limits from time to time.

(b) Automobile Liability Insurance

Minimum of two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ Transit and the Indemnified Parties as an additional insured.

(c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Permittee shall furnish evidence by virtue of a standard certificate of insurance that, with respect to any work or activities performed by its contractors and/or subcontractors hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of $5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ Transit and the Indemnified Parties as an additional insured. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will

respond as if separate policies were in force for each insured. Should the Permittee be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

(d) Contractor's Pollution Liability Insurance

The Permittee shall furnish evidence of contractor's pollution liability insurance covering the liability of its contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of contractor or its subcontractor. Coverage under this policy shall have limits of liability with a minimum of $2,000,000 per occurrence. This policy shall name NJ Transit and the Indemnified Parties as additional insured.

(e) Railroad Protective Public Liability Insurance

In addition to the above, the Permittee shall furnish evidence in the form of one signed copy and one certified copy of the Railroad Protective Public Liability Insurance Policy that, with respect to the operations it, its contractors, or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR- AASHO form) in the name of NJ Transit, its Contract Operator, and other Operating Railroad providing for a limit of not less than $2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than $6,000,000 for all damages as a result of more than one occurrence. (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended).

(i) The address of NJ Transit Corp. shall appear as Director of Risk Management and Insurance, One Penn Plaza East, Newark, New Jersey 07105-2246. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted.

(f) Workers' Compensation and Employer's Liability Insurance
The Permittee shall provide to NJ Transit a certificate of insurance showing that the coverage the Permittee, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Permittee

shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	$1,000,000 each accident $1,000,000 each employee disease $1,000,000 policy limit – disease

(g) (i) All insurance required by the Permit shall be provided at the sole cost of the Permittee and shall be in full force and effect until all work is completed to the satisfaction of NJ Transit. Proof of insurance must be provided prior to entering upon the property, with a copy of the general accord statement being supplied to NJ Transit's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice:

> "This policy is not subject to cancellation or change until thirty (30) days after NJ Transit has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, 7th Floor, NJ Transit Corp., One Penn Plaza East, Newark, New Jersey, 07105-2246."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ Transit owned railroad property.

(h) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Permittee to hold the Indemnified Parties harmless as set forth in Section 24 above.

(i) All insurance certificates must bear this NJ Transit Permit number and should be mailed to NJ Transit Corp., Facilities Management Division, 8th Floor, Attn: Technical Specialist, One Penn Plaza East, Newark, New Jersey 07105-2246. The original certificate shall be provided to NJ Transit with a copy to the Contractor Operator at the addresses detailed in Section 5. Copies of these certificates shall be attached to this permit as Exhibit D and shall be provided prior to the execution of the permit. Each certificate shall bear this Permit Number.

26. Neither NJ Transit or its Contract Operator shall be liable to the Permittee for loss, damage or liability of any kind or nature whatsoever sustained by the Permittee, its successors and assigns by reason of any failure to fulfill their obligations herein in the event of any strike or walkout on the part of its employees or on the part of any

other person or persons or by reason of any embargo or requirement of any federal, state, municipal, or other governmental authority or by reason of any other event of any kind beyond the control of NJ Transit or its Contract Operator which in any way affect the ability of NJ Transit or its Contract Operator to perform its obligations herein. The Permittee shall not engage in any labor practices that result in labor disharmony between NJ Transit or its Contract Operator and any of their labor forces.

27. The Permittee, at its sole cost and expense, shall obtain such licenses, permits or authority from Federal, State, Municipal or other government bodies or agencies as may be necessary and shall also pay any and all fees, assessments and all federal, state and municipal taxes or other charges imposed or levied upon the operations described herein and shall save NJ Transit harmless from any and all fines, penalties taxes fees or other liabilities arising in connection with any and all activities conducted by the Permittee on NJ Transit Property.

28. The accepted Permit shall be accompanied by a check in the amount of $500.00 as compensation for preparation of this Permit. Upon receipt of the funds, and all other required documents necessary to approve the permit, the executed Permit will be returned to the Permittee and a copy sent to the Contract Operator. As detailed in Section 19 the Permittee shall reimburse NJ Transit for any additional labor, equipment and material costs incurred either by NJ Transit or the Contract Operator resulting from the issuance of this Permit. The Permittee will make payment within thirty (30) days of receipt of invoicing.

29. Should the Permittee cancel or not appear as permitted herein, no refund shall be made of the fees paid by the Permittee, and the Permittee shall also reimburse all expenses incurred by NJ Transit or its Contract Operator in connection with issuing this Permit.

30. This Permit may be terminated or suspended by NJ Transit if the Permit conditions are not met or if in the sole opinion of NJ Transit, the actions or inactions of the Permittee affect system safety or operations or both. NJ Transit shall have the sole discretion to immediately terminate or suspend this Permit without advance notice to the Permittee. If the actions or inactions of the Permittee are such that they do not immediately affect the system safety or both, NJ Transit shall notify the Permittee in writing that the Permittee's actions or inactions constitute a breach of the Permit. In such an event, the Permittee shall immediately cure such a breach or if it does not do so within five days of notice NJ Transit shall have the right to terminate the Permit without further notice. In the alternative, NJ Transit may elect to correct the breach of the Permit and charge the Permittee all costs (both direct and indirect) attributable to such action on the part of NJ Transit. Any unauthorized activities by the Permittee on the Property not specifically allowed herein may be considered grounds for termination of this Permit.

31. This Permit may be modified by an amendment executed by both the Permittee and

NJ Transit.

32. Environmental Provisions

(a) The Permittee shall provide NJ Transit with copies of laboratory results for all environmental testing conducted on the Property. The Permittee shall also provide NJ Transit with copies of all environmental reports and correspondence with regulatory authorities regarding any environmental issues on the Property. The Permitee shall be responsible for all notification and filing requirements of any governmental agency having jurisdiction over the Property.

(b) The Permittee shall conduct all activities under this Permit in accordance with all applicable Deed Notices, Federal, State and local laws, rules and regulations, including, but not limited to, those which are designed to prevent or control the discharge of substances into the land, water or air; those designed to protect individual health and safety.

(c) The Permittee will indemnify, hold harmless and defend NJ Transit and the Indemnified Parties from and against any and all suits, actions, proceedings costs, fines, penalties and claims arising from the Permittee's violation of any such Deed Notices, laws, rules or regulations whenever such suits, actions, claims, or proceedings shall be commenced, or whenever such costs are accrued. The Permittee shall take necessary precautions to prevent the discharge of Hazardous Substances including but not limited to asbestos and petroleum products onto the Property or into the environment including the air. The indemnification obligations herein shall survive the completion or termination of this Permit.

(d) The Permittee shall be responsible for the remediation of any Hazardous Substances that spill, or caused to be released, onto the Property as the result of the Permittee's actions.

(e) The Permittee shall submit a deposit of $1,000 for each permanent monitoring well that the Permittee proposes to install on the Property. Upon notification by NJDEP that a monitoring well is no longer required, the Permittee shall close said monitoring well within thirty (30) days of such notification, at which point the deposit will be returned. If the Permittee fails to close the monitoring well within the specified period, the deposit will be forfeited and NJ Transit will close the monitoring well.

(f) All waste materials, including drill cuttings, soil borings, well development and purge water, used personal protective and disposable sampling equipment, and decontamination wastes shall be the property of the Permittee, who shall be the generator of record. Such wastes shall be removed from the Property at the close of work each day.

(g) Failure to comply with environmental requirements shall be considered grounds for default and NJ Transit may terminate or suspend this Permit in accordance with Section 30. In addition, NJ Transit reserves the right to notify regulatory authorities if it believes that any laws or regulations have been violated by the Permittee.

33. The Permitee shall comply with the Hi-Voltage Proximity Act of the State of New Jersey. The Permittee acknowledges that such compliance may require special workmanship, bonding, grounding, blocking and guarding procedures and hereby assumes all responsibility for all costs in connection therewith.

34. No director, Commissioner, officer, agent or employee of the Permittee and or NJ Transit shall be charged personally with any liability or held liable under any term or provision of this Permit or because of its execution or attempted execution because of any breach hereof.

35. This Permit shall be construed in accordance with the laws of the State of New Jersey. This Permit constitutes the entire agreement between the parties on the subject matter and may not be changed, modified, discharged or extended except by an instrument executed by both parties.

36. Unless stipulated elsewhere herein, this Permit shall terminate upon the earlier occurrence of one (1) year from the date of execution or upon the completion of the Work required in Exhibit B. The Permittee shall notify NJ Transit when the Work is completed by submitting the "Work Completion Form" attached hereto as Exhibit E. The Permittee's obligations pursuant to Sections 17, 21, 24, 25, 26, 27, 32 and 33 shall survive termination of this Permit.

37. In the event that the "Permittee" actually consists of more than one individual or entity, the liability of such individuals or entities shall be joint and several under this Permit.

38. NJ Transit reserves the right to approve all contractors and subcontractors involved in the Work, provided, however, that NJ Transit's approval of a particular contractor or subcontractor shall not impair or reduce the Permittee's liability hereunder.

39. This permit is being signed and delivered by a legally authorized representative of the Permittee as its duly authorized and voluntary act.

40. This temporary access Permit and its terms and conditions are agreed to as of the _____ day of _____, _____.

NJ Transit Corporation

By: _____

Name: **John Squitieri**

Title: **Chief**
Light Rail and Contract Services

Permittee: _____

Witness:

_____

By: _____

Name: _____

Title: _____

Exhibit A

Property included within the Permit

Exhibit B

Permittee's Proposal

The attached document, consisting of ___ page, details the proposed Work, which will be performed at the location(s) detailed in Exhibit A:

Exhibit C

Current Hourly Billing Rates
NJTransit & Twenty-First Century Rail Corporation

NJ Transit

The currently hourly billing rate for NJ TRANSIT labor is **$92.87**.

Twenty-First Century Rail Corporation (Contract Operator)

The current hourly billing rate for Twenty-First Century Rail Corporation labor is **$92.87**.

Note:
These Rates are effective July 1, 2015 through June 30, 2016

Exhibit D

Certificates of Insurance

The following certificates are attached:

Exhibit E

Notification of Work Completion

Chief
Light Rail and Contract Services
NJ Transit Corp.
One Penn Plaza East
Newark, NJ 07105-2246

Re: Temporary Access Permit No. _____

Please be advised that all Work to be performed under the Temporary Access Permit has been completed.

Permittee: _____

By: _____ [Legally Authorized Representative]

SITE SPECIFIC WORK PLAN (SSWP)

I. SCOPE OF WORK

a) DESCRIPTION:
The City of Jersey City through the Department of Public Works will be painting the 130 foot Water Tower that sits behind the property at 150 Pacific Avenue. It is currently a blight seen throughout the city.

b) LOCATION:
The water tower is situated directly behind 150 Pacific Avenue. In order to access this we need to access part of the New Jersey Transit Hudson Bergen Light Rail Yard and Shop property. (Please see attached architectural renderings and aerial map enclosed)

II. WORK SCHEDULE

a) PLANNED START DATE:
October 10th - November 18th: We will mobilize for this project shortly after the NJ Transit review of this submittal and permission is granted by NJ Transit to proceed with the project.

b) WORK HOURS:
Days – Monday through Friday
Time – 7:00 am to 6:00 pm

c) DURATION:
Forty days (40) from the start date, weather permitting.

III. WORK PROCEDURES

a) SUMMARY:
The project will begin with the trimming of the tree(s), followed by the priming of the entire water tower including the priming of the center post on which it is supported. We will then paint the center post and the water tower as per the proposed design (please see enclosed attachment of image)

The following will be provided and done:

- Placement of tarps to protect transit property in the event that foreign elements and debris may fall on NJ Transit soil inside curbline
- Sandbag placement to maintain stability of tarps and prevent them from moving due to climate conditions
- Trees will be trimmed and all branches and all other material will be removed from Transit property

- HBLR parking lot area will be designated area where boom lift will be stationed and where work will be performed and will not require dunnage on ground
- Harness protection will be utilized by all employees working within the boom lift bucket
- We will delineate designated work area by the use of barricades and signage to protect access from anyone not authorized outside of the work scope
- The Exclusionary zone/safe/work zone will be barricaded east from curbline 50ft and 109ft south
- We will provide PPE, hard hats, vests, safety eye protection
- The surface of the water tower will be painted over directly and existing paint surface on water tower will remain. There is no preparatory work
- We will create laminated signage that specifically says no access within the work zone
- There will be placement of physical barricades on site delineating work area
- We provide 30 – 45 day certification on boom lifts for NJ Transit Review
- The boom truck rental company will provide a mechanic on call

b) EQUIPMENT:
135' Articulating Boom Lift
150' Boom Lift
Bucket Paint
Roller
Brushes

c) CREW SIZE:
Three to five workers
Classifications as follows:
Artist
Painter
Certified Lift operator
Certified Supervisor
Certified Engineer

d) CONTACT INFORMATION:
Brooke Hansson: 201 687 7019
Meenakshi Dash: 646 836 0139
Marty Valenti: 201 240 5292
Paws Abdul Gonsalves: 973 652 8976

Rick Blois: 201 889 6860

e) COMMUNICATIONS:
Private radio and cell phones

f) SITE ACCESS:
Site access will be granted only to artist, painters, and trained personnel including material required for the project.

IV. SAFETY

a) SPECIFIC PROCEDURES FOR SITE SAFETY:
All workers are certified to operate all necessary equipment utilized for the project, and as per their requirements, will be insured by the insurance provided by the City of Jersey City

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

City Clerk File No. Res. 16.641

Agenda No. 10.M

Approved: SEP 28 2016

TITLE:

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

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

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

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

WHEREAS, the US Department of Homeland Security (FEMA) has approved the application and has awarded Jersey City $8,390,000.00 for the hiring of new fire fighters, and

WHEREAS, the federal share of this grant is $8,390,000.00 and the City's share of costs is $.00, and

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

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

I. Accept the Grant from the US Department of Homeland Security (FEMA) in the amount of $8,390,000.00, and

2. The Office of Budget and Management is authorized to establish an account in the amount of $8,390,000.00 for the US Department of Homeland Security Grant (FEMA).

APPROVED: Jerome Cole

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan 701 Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 ACCEPTANCE OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (FEMA) UNDER THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM FOR THE HIRING OF FIRE FIGHTERS

Initiator

Department/Division	Public Safety - Fire	
Name/Title	Jerome A.Cala, Assistant Director	
Phone/email	201-547-4239	

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

Resolution Purpose

1. To accept a federal grant from FEMA (SAFER Grant) in the amount of $8,390,000.00 with zero (0) match from Jersey City.
2. The grant will provide funds for the hiring of 16 new Fire Fighters and enable the City to continue paying salary and benefits for 45 Fire Fighters hired under the expired 2013 SAFER Grant.

I certify that all the facts presented herein are accurate.

Jerome Cala

Signature of Department Director

9/14/16

Date

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

FEMA

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

Re: Grant No.EMW-2015-FH-00435

Dear Mr. Mcdermott:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of $8,390,000.00. As a condition of this award, you are required to contribute a cost match in the amount of $0.00 of non-Federal funds, or 0 percent of the Federal contribution of $8,390,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity.

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

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

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

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or

the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

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

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FH-00435
GRANTEE: Jersey City Dept of Fire & Emergency Services
DUNS NUMBER: 957042419
AMOUNT: $8,390,000.00, Hiring

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

05-FEB-17 to 04-FEB-19

Amount Awarded

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

Personnel:	$5,706,000.00
Fringe Benefits	$2,684,000.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$8,390,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

1. The Program Office has made the following reductions to your grant: The benefits line in Year 1 and Year 2 was reduced from $25,000 to $22,000. Therefore, they have recommended the award at this level: Total budget $8,390,000 Federal share $8,390,000 2. Any questions pertaining to your award package, please

contact your GPD Grants Management Specialist: Nancy Cannon at nancy.cannon@fema.dhs.gov.

FEMA Officials

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

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

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

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

1. The Program Office has made the following reductions to your grant:
The benefits line in Year 1 and Year 2 was reduced from $25,000 to $22,000. Therefore, they have recommended the award at this level:
Total budget $8,390,000
Federal share $8,390,000

2. Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at nancy.cannon@fema.dhs.gov.

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

City Clerk File No. Res. 16.642

Agenda No. 10.N

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH TELECOM INTEGRITY GROUP FOR TELECOMMUNICATIONS CONSULTING SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City ("City") has a need for telecommunications consulting services; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq; and

WHEREAS, the Municipal Council approved Resolution 15-821 on November 24, 2015, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals (RFP) was issued by the Department of Administration on December 21, 2015; and

WHEREAS, on January 14, 2016, the City received 7 proposals in response to its RFP; and

WHEREAS, the evaluation committee appointed by the Business Administrator judged the proposal submitted by Telecom Integrity Group ("TIG"), located at 1250 Route 28, Suite 301A, Branchburg, NJ, 08876 as best meeting the City's needs; and

WHEREAS, the committee has prepared and attached an evaluation report as required by N.J.S.A. 40A:11-4.1 et seq; and

WHEREAS, TIG has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

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

WHEREAS funds in the amount of $24,000 are available in the following account:

Department/Division

Acct NO. 16-01-201-31-435-314 $24,000.00

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

1. Pursuant to N.J.S.A 40A: 11-4.1 et seq., a contract is awarded to TIG to provide the City with telecommunications consulting services;

2. The term of the contract is two (2) years with the option to renew for three (3) additional one (1) year terms for a total of five (5) years commencing on the execution date of the contract by City officials;

3. The cost of the contract is $24,000 per year plus 20% of the savings realized for billing errors;

City Clerk File No. Res. 16.642

Agenda No. 10.N SEP 28 2016

TITLE: **RESOLUTION AUTHORIZING A CONTRACT WITH TELECOM INTEGRITY GROUP FOR TELECOMMUNICATIONS CONSULTING SERVICES**

4. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;

5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;

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

8. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, NJ.S.A 40A:5-l et seq.; and

9. Pursuant to N.J.AC. 5:30-5.5(d)(2), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in subsequent fiscal year budgets.

I, Donna Mauer, Chief Financial Officer, certify that funds in the amount of $24,000.00 are available in Account No. 16-01-201-31-435-314

PO #: 122493

Peter Folgado, Purchasing Agent
QPA, RPPO

Date

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0
9.28.16

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	✓		
HALLANAN	✓			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.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTRACT WITH TELECOM INTEGRITY GROUP FOR TELECOMMUNICATIONS CONSULTING SERVICES

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Linda Garbo	Assistant IT Director
Phone/email	201-547-6888	GarboL@jcnj.org

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

Contract Purpose

Vendor will perform a variety of telecommunications consulting services, including but not limited to:

- Retrieve and review telecommunications carrier invoices and resolve billing related issues.
- Review, update, and maintain an inventory of lines and circuits utilized by the City.
- Assist in the implementation, tracking, and verification of moves, adds, and changes (MAC) required by the City.
- Assist with contract and carrier negotiations

Cost (Identify all sources and amounts)

$24,000/year + 20% of savings recovered from billing errors. From IT operational budget.

Contract term (include all proposed renewals)

2 years + option to renew for 3 additional 1 year terms (5 years total)

Type of award Competitive Contracting

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 9/27/16

AGREEMENT

AGREEMENT made this ___ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and TELECOM INTEGRITY GROUP ("Telecom" or "Contractor"), 1250 Route 28, Suite 301A, Branchburg, New Jersey 08876

WHEREAS, the City need telecommunications consulting services; and

WHEREAS, Resolution 15-821, approved on November 24, 2015, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for telecommunications consulting services; and

WHEREAS, on January 14, 2016, the City received seven proposals for telecommunications consulting services; and

WHEREAS, a review committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and recommended that the contract be awarded to Telecom; and

WHEREAS, Resolution approved on , 2016 authorized this Agreement between the City and Telecom.

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Contractor to provide the City with telecommunications consulting services.

ARTICLE II
Scope of Services

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

of this Agreement shall govern over the provisions of the Contract Documents; the provisions of the City's RFP shall govern over the provisions of the Contractor's Proposal.

2. The contract term is two years (2) year effective as of the execution date of this Agreement by City Officials. The City shall have options to renew the contract for up to three (3) additional one (1) year terms with no price increases.

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

ARTICLE III
Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

In exchange for performing the services described in Article II herein, the Contractor shall receive a total contract amount not to exceed $48,000.00, including fees and expenses. Contractor shall also receive a payment equal to twenty (20) percent of savings realized by the City because of Contractor's discovery of billing errors on third party vendor invoices to the City. Compensation shall be payable upon submission and verification of monthly invoices to the Division. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

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

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

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

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

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

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

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

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

ARTICLE VI
Disputes

1. The City and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.

b) Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only for a period commencing 48 hours prior to the receipt of the City of notice thereof.

c) Each decision by the Business Administrator will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

d) If the Contractor does not agree with a decision of the Business Administrator, he shall in no case allow the dispute to delay the work, but shall notify the City promptly that he is proceeding with the work under protest.

e) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall prevail. The Business Administrator, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

ARTICLE VII
Termination

This Agreement may be terminated by the parties pursuant to the provisions set forth in Section 9.9 of the RFP.

ARTICLE VIII
Arbitration

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

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE IX
Indemnity

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

ARTICLE X
Entire Agreement

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

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

ARTICLE XI
Assignment

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

ARTICLE XII
Notice

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

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

ARTICLE XIII
Compliance with Affirmative Action Plan

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

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

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

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

ARTICLE XIV
New Jersey Business Registration Requirements

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

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

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey

Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

ARTICLE XV
City of Jersey City Lobbyist Disclosure Ordinance

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

ARTICLE XVI
Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of this Agreement after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in subsequent fiscal year budgets.

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

Attest:	City of Jersey City
_____	_____
Robert Byrne, City Clerk	Robert Kakoleski, Acting Business Administrator
Attest:	Telecom Integrity Group
_____	_____

RR
9-16-16

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	JOHNSON, KURT
Trade Name:	TELECOM INTEGRITY GROUP
Address:	1250 RT.28 SUITE-305 BRANCHBURG, NJ 08876
Certificate Number:	0767008
Effective Date:	October 11, 2000
Date of Issuance:	September 13, 2016

For Office Use Only:

20160913135509557

(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 employmentgoals 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): KURT JOHNSON / PRESIDENT

Representative's Signature: K Johnson

Name of Company: TELECOM INTEGRITY GROUP

Tel. No.: 908 231-1980 **Date:** 1/13/16

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

The contractor and the CITY of JERSEY CITY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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 there unto, 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: KURT JOHNSON / OWNER
Representative's Signature: K Johnson
Name of Company: TELECOM INTEGRITY GROUP
Tel. No.: 908 231-1980 Date: 1/13/16

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Telecommunications Consulting

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

DOUGLAS M. CARLUCCI
Print Name

Signature

9-6-16
Date

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

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

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

Robert Magro
Print Name

Signature

7-20-16
Date

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

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

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

Brian Platt

Print Name

9/1/16

Signature

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on

City of Jersey City, NJ
Department of Administration
Evaluation of Telecommunications Consulting Proposals
September 7, 2016

Executive Summary

On January 14, 2016, the City received seven proposals in response to its RFP telecommunications consulting services. The actual rankings of the proposals appear below:

Vendor	Carlucci	Magro	Platt
Communications Brokers Inc	3	2	6
Eric Ryan Corp	2	2	7
Fortune Consulting	7	2	2
HPA Consulting Group	1	2	4
Telecom Integrity Group	5	**1**	**1**
Telecom Resources International	3	2	4
Troy and Banks	6	2	3

The proposals were evaluated according to criteria established by the Department of Administration.

The proposal submitted by Telecom Integrity Group was ranked highest by the greatest number of evaluators. The cost of the proposal over 5 years (2 years + 3 possible 1 year renewals) will be $120,000 (fixed annual fee of $24,000) plus a contingency fee of 20% for savings realized by correcting billing errors.

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11 - 4.1 et seq), it is recommended that a contract be awarded to Telecom Integrity Group to provide telecommunications consulting services to the City.

Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. On January 14, 2016, the City received seven responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued on December 21, 2015 is contained in Appendix A.

Introduction/Scope of Services

The City of Jersey City solicited proposals for telecommunications consulting services. The scope of services, as detailed in the RFP consists of the following:

General

Vendor will assist City in a variety of telecommunications administrative and billing operations, including but not limited to the specific technical requirements appearing below.

Billing

Vendor will retrieve and review telecommunications carrier invoices and resolve billing related issues. Vendor will ensure various discounts are processed and properly applied. Vendor will identify and resolve billing discrepancies and advise City of savings opportunities.

Infrastructure

Vendor will review, update, and maintain an inventory of lines and circuits utilized by the City.

Moves, Adds, and Changes

Vendor will assist in the implementation, tracking, and verification of moves, adds, and changes (MAC) required by the City.

Carrier Relations

Vendor will assist with contract and carrier negotiations.

Reporting

Vendor will analyze, generate, and provide monthly and on-demand reports detailing telecom spend and telecom activity in a format to be decided by the City's Division of Information Technology.

Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required.

There were seven broad criteria by which proposals were evaluated. Each criterion bore a certain weight, and the extent to which the criterion was met or exceeded was determined by the committee.

From the RFP:

Required Format: 15 points
The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section.

Compliance with technical requirements: 25 points
The committee will determine the extent to which the proposal meets the City's technical requirements as described in the "Scope of Services" section of this RFP. Five (5) points for each set of requirements:

- Billing
- Infrastructure
- Moves, Adds, and Changes
- Carrier Relations
- Reporting

Prior experience on similar projects: 5 points
Proposals should include documentation (including references) of successful engagements in organizations of similar size and complexity. Consultant should document:

- List/references of comparably sized and diverse municipalities
- Proof of company financial stability

Appropriateness and timeliness of proposed methodology: 5 points
The committee will evaluate the extent to which the Vendor's proposed methodology (Project Approach, Project Organization, and Project Workplan) meet the objectives described in Section 5 of this document.

Personnel assigned: 5 points
Consultant should provide background and qualifications on key members of its project team including but not limited to Project manager and Technical staff.

Cost: 30 points
The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Proposals which provide detailed breakdowns will be viewed more favorably.

Detailed breakdown provided (15 points)
Pricing appropriate to project (15 points)

Commitment to diversity: 5 points
Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City policies, should be described.

For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

0 No requirements met
1 Some or most requirements met
2 All requirements met or exceeded

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 180 being the highest possible score. Each evaluator will then rank the Vendors by total score.

Evaluation Committee

The evaluation committee consisted of 3 senior level employees, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- Douglas Carlucci, Aide to the Mayor
- Robert Magro, Data Processing Coordinator
- Brian Platt, Director, Innovation Team

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

Summary of Proposals received

A total of seven proposals were received in response to the City's RFP. They are summarized alphabetically below.

Communications Brokers Inc proposed meeting all of the City's requirements on a contingency fee basis of 28% of savings realized by correcting past billing errors and 25% for future billing errors. All non-billing activities would incur an hourly fee of $120.

Eric Ryan Corp proposed meeting all of the City's requirements on a contingency fee basis of 22% of savings realized by correcting past billing errors and 22% for future billing errors.

Fortune Consulting proposed meeting all of the City's requirements on a fixed fee basis with 3 options ranging from $190,775 to $346,725 for the initial 2 year term.

HPA Consulting Group proposed meeting all of the City's requirements on a fixed fee basis of $2,800 per month ($33,600/annually).

Telecom Integrity Group proposed meeting all of the City's requirements on a fixed fee basis of $2,000/month ($24,000/annually) plus a contingency fee of 20% for savings realized by correcting billing errors.

Telecom Resources International proposed meeting all of the City's requirements on a fixed fee basis of $8,200 per month ($98,400/annually) plus a one time setup fee of $22,000.

Troy and Banks proposed meeting all of the City's requirements on a contingency fee basis of 22% of savings realized by correcting past billing errors and 22% for future billing errors.

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss preliminary impressions and to address technical questions
- Final independent review of proposals and submission of evaluation matrix

Evaluation results

The rankings and total scores (out of 180) received by the proposals appear below:

Vendor	Carlucci	Magro	Platt
Communications Brokers Inc	3/160	2/90	6/104
Eric Ryan Corp	2/165	2/90	7/83
Fortune Consulting	7/103	2/90	2/130
HPA Consulting Group	**1/173**	2/90	4/115
Telecom Integrity Group	5/155	**1/120**	**1/145**
Telecom Resources International	3/160	2/90	4/115
Troy and Banks	6/135	2/90	3/125

Telecom Integrity Group was ranked first by the majority of reviewers.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C.

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

City Clerk File No. Res. 16:643

Agenda No. 10.0

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES FOR THE PURCHASE AND DELIVERY OF FIVE (5) 2017 JEEP PATRIOT VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") needs five new vehicles to replace vehicles that are over twelve years old and that are beyond repair. All vehicles will be marked (FD) and will be assigned to the Fire Prevention Division; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Hertrich Fleet Services, 142 Bay Road, Milford, Delaware 19963 is in possession of State Contract A83011, and submitted a proposal in the amount of $85,465.00 for the purchase and delivery of five Jeep Patriot vehicles; and

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

Account	P.O. #	State Contract	Total Contract
17-289-00-000-002	122314	A83011	$85,465.00

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

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

1. A contract in the amount of $85,465.00 is awarded to Hertrich Fleet Services for the purchase and delivery of five Jeep Patriot vehicles.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.643

Agenda No. 10.0 SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES FOR THE PURCHASE AND DELIVERY OF FIVE (5) 2017 JEEP PATRIOT VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

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

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

Account	P.O. #	State Contract	Total Contract
17-289-00-000-002	122314	A83011	$85,465.00

Approved by _____ 9/16/16.

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
9/14/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

R.R. 9-19-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16

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

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES FOR THE PURCHASE AND DELIVERY OF (5) FIVE 2017 JEEP PATRIOT VEHCILES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

Initiator

Department/Division	Public Safety	Division of Fire
Name/Title	Jerome Cala	Deputy Director
Phone/email	jcala@njjcps.org	201-547-4232

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

Resolution Purpose

To replace (5) five vehicles that are over 12 years old. The vehicles that are to be replaced have been identified and will go on the next auction list. Funds for the purchase of the vehicles are available in the fire prevention dedicated penalties account.

I certify that all the facts presented herein are accurate.

Jerome Cala

Signature of Department Director — **Date** 5/14/16

Signature of Purchasing Director — **Date** 9/16/16

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0104421 FOR HERTRICH FLEET SERVICES, INC. IS VALID.

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ROBERT A. ROMANO
Acting State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #9
T-2007

SOLICITATION # 22721

TO: All Using Agencies and Cooperative Purchasing Participants

DATE: September 14, 2015

FROM: Kristi Thomas, Procurement Supervisor

SUBJECT: Vehicles, Sport Utility (SUV) – **One-Year Contract Extension Sections 1 through 4 Only**

CONTRACT PERIOD: Original: October 30, 2012 to October 29, 2015
Revised: October 30, 2015 to October 29, 2016

Please be advised that Contracts A83011 – Hertrich Fleet Services, A83012 – Chas. S. Winner, Inc. D/B/A Winner Ford, and A83013 – Beyer Ford LLC, have been extended for a period of one year, through October 29, 2016, at the same pricing, terms, conditions and specifications.

Important Note: Please refer to the Master Notification – Vehicle Manufacturer's Cut-off Dates (http://www.state.nj.us/treasury/purchase/mnmaster.pdf) for the most recent vehicle manufacturer's cut-off date information.

Please attach this amendment to your current Notice of Award.

NJ State Contract #A83011 (T2007), comm. code 071-80-073153
Line #3, Section 2: SUV, Small , 4 Door 4WD

Mike Wright, Government Sales Manager
Hertrich Fleet Services Inc
1427 Bay Rd
Milford, DE 19963
Phone: (800) 698-9825
Fax: (302) 839-0555
Email: mwright@hertrichfleet.com

2017 Jeep Patriot 4WD 4dr Sport

SELECTED OPTIONS:

Code	Description
ED3	ENGINE: 2.4L I4 DOHC 16V DUAL VVT
DA4	TRANSMISSION: 6-SPEED AUTOMATIC -inc: Auto stick Automatic Transmission, Tip Start
2GA	QUICK ORDER PACKAGE 2GA -inc: Engine: 2.4L I4 DOHC 16V Dual VVT, Transmission: 6-Speed Automatic
___	4.12 AXLE RATIO
WDJ	WHEELS: 16" X 6.5" STYLED STEEL
TLB	TIRES: P205/70R16 BSW AS
___	STANDARD PAINT
C7DV	DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS
HAA	AIR CONDITIONING

BASE CONTRACT PRICE: $17093.00

STANDARD EQUIPMENT

ENTERTAINMENT
- Radio: 130
- Radio w/Clock and Voice Activation
- 4 Speakers
- Wireless Streaming
- Fixed Antenna
- Audio Jack Input for Mobile Devices
- Uconnect w/Bluetooth Wireless Phone Connectivity

EXTERIOR
- Wheels: 16" x 6.5" Styled Steel
- Tires: P205/70R16 BSW AS
- Steel Spare Wheel
- Compact Spare Tire Mounted Inside Under Cargo
- Clear coat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Body-Colored Grille
- Liftgate Rear Cargo Access

EXTERIOR
- Manual Tailgate/Rear Door Lock
- Roof Rack Rails Only
- Aero-Composite Halogen Headlamps
- Front Fog Lamps

INTERIOR
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
- Manual Rear Windows and Fixed 3rd Row Windows
- Voice Recorder
- 5 Person Seating Capacity
- Illuminated Front Cupholder
- Rear Cupholder
- Cruise Control w/Steering Wheel Controls
- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
- Glove Box
- Driver Foot Rest
- Full Cloth Headliner
- Chrome Gear Shift Knob
- Interior Trim -inc: Chrome Instrument Panel Insert and Chrome Interior Accents
- Premium Cloth Bucket Seats
- Day-Night Auto-Dimming Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Carpet Floor Trim
- Cargo Space Lights
- Instrument Panel Bin, Driver / Passenger And Rear Door Bins
- Manual 1st Row Windows
- Delayed Accessory Power
- Outside Temp Gauge
- Analog Display
- Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
- Sliding Front Center Armrest w/Storage
- Sentry Key Engine Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

MECHANICAL
- Engine: 2.4L I4 DOHC 16V Dual VVT
- 4.12 Axle Ratio
- GVWR: 4,575 lbs
- 50-State Emissions
- Electronic Transfer Case
- Automatic Full-Time Four-Wheel Drive
- 60-Amp/Hr 525CCA Maintenance-Free Battery w/Run Down Protection
- 120 Amp Alternator
- 1300# Maximum Payload
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Touring Suspension
- Hydraulic Power-Assist Steering

MECHANICAL

- Single Stainless Steel Exhaust
- 13.5 Gal. Fuel Tank
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs and Brake Assist
- Hill Start Assist

SAFETY

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

AVAILABLE EXTERIOR COLORS:

PSC	BILLET SILVER METALLIC CLEARCOAT
PX8	BLACK CLEARCOAT
PW7	BRIGHT WHITE CLEARCOAT
PRP	DEEP CHERRY RED CRYSTAL PEARLCOAT
PAU	GRANITE CRYSTAL METALLIC CLEARCOAT
PTA	MOJAVE SAND CLEARCOAT
PBU	TRUE BLUE PEARLCOAT

ADDITIONAL OPTIONS:

Code	Description	Price
DAW	TRANSMISSION: CVT W/OFF-ROAD CRAWL RATIO -inc: Tip Start, 8.14 Axle Ratio	-$47.50
WAA	WHEELS: 16" X 6.5" BLACK STEEL	$237.50
C7DV	DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS	$0.00
C7DK	LT PEBBLE BEIGE/DK SLATE, PREMIUM CLOTH BUCKET SEATS	$0.00
AWH	POWER VALUE GROUP -inc: Body Color Door Handles, Illuminated Entry, Speed Sensitive Power Locks, Keyless Entry, Automatic Headlamps, Power Heated Fold-Away Mirrors, Power Driver 1-Touch Windows, Body Color Liftgate Applique	$1942.75
AWL	FREEDOM-DRIVE II OFF-ROAD GROUP -inc: Transmission/Engine Oil Pan Skid Plate, 4-Wheel Drive Off-Road Mode, Fuel Tank Skid Plate Shield, 140 Amp Alternator, Brake Lock Differential, All-Season Floor Mats, Tow Hooks, Trailer Tow Wiring Harness, Engine Oil Cooler, Bright Exhaust Tip, Wheels: 17" x 6.5" Aluminum, Hill Descent Control, Trail Rated Badge, Tires: P215/65R17 OWL All Terrain, Driver Seat Height Adjuster, Full Size Spare Tire (Requires DAW)	$1187.50
AWS	SMOKER'S GROUP -inc: Removable Ash Tray, Cigar Lighter	$28.50
AES	MOPAR ELECTRONICS GROUP -inc: MOPAR Electronic Vehicle Tracking System MOPAR Upfit Option.	$470.25
ACX	MOPAR INTERIOR APPEARANCE GROUP -inc: MOPAR Premium Floor Mats w/Logo, MOPAR Bright Door Entry Guards, MOPAR T-Grip Shifter, MOPAR Bright Pedal Kit, MOPAR Cargo Area Liner	$356.25

ADDITIONAL OPTIONS:

Code	Description	Price
CBK	MOPAR KATZKIN BLACK LEATHER -inc: MOPAR Leather Seat Group MOPAR Upfit Option.	$1235.00
AHT	MOPAR TRAILER TOW GROUP -inc: Class II Receiver Hitch MOPAR Upfit Option.	$460.75
ACF	TIRE & WHEEL GROUP -inc: Wheels: 17" x 6.5" Aluminum	$878.75
AD3	ALL WEATHER CAPABILITY GROUP -inc: Engine Block Heater, Daytime Running Lamp System w/o AWL&(2GA,25A,28A)-inc: All-Season Floor Mats, Tow Hooks	$755.25
NHK	ENGINE BLOCK HEATER	$90.25
LMX	DAYTIME RUNNING LAMP SYSTEM	$38.00
REQ	RADIO: 230	$565.25
CSU	SOFT TONNEAU COVER	$71.25
XAC	PARKVIEW REAR BACK-UP CAMERA -inc: Radio: 430 (Requires AWH)	$945.25
CDL	MANUAL DRIVER LUMBAR ADJUST	$47.50

State of New Jersey
Department of the Treasury
— Division of Purchase and Property

Notice of Award
Term Contract(s)

T-2007
VEHICLES, SPORT UTILITY (SUV)

Instructions/Specifications
Vendor Information
By Vendor
By Item
RFP Documents
Email to SEPIDEH GHORBANI

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- Section 1 2016 Jeep Patriot Sport 2WD Adobe PDF (600 kb)
- Section 2 2016 Jeep Patriot Sport 4WD Adobe PDF (158 kb)
- Section 3 2016 Ford Explorer 2WD Base Adobe PDF (156 kb)
- Section 4 2016 Ford Explorer 4WD Base Adobe PDF (599 kb)
- State Contract Manager Adobe PDF (71 kb)
- Master Notification Link
- Amendment #1 - Product Substitution Adobe PDF (99 kb)
- Amendment #2 - Product Substitution Adobe PDF (88 kb)
- Amendment #3 - Product Substitution Adobe PDF (254 kb)
- Amendment #4 - Contract Extension #1 to 10/29/2014 Adobe PDF (252 kb)
- Amendment #5 - Product Substitution Adobe PDF (260 kb)
- Amendment #6 - Contract Extension #2 to 10/29/2015 Adobe PDF (56 kb)
- Amendment #7 - Product Substitution Adobe PDF (256 kb)
- Amendment #8 - Product Substitution Adobe PDF (253 kb)
- Amendment #9 - Contract Extension #3 to 10/29/2016 Adobe PDF (54 kb)

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NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-2007
Contract #:	VARIOUS
Contract Period:	FROM: 10/30/12 TO: 10/29/16
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22721
Bid Open Date:	09/26/12
CID #:	1040653
Commodity Code:	071-80

Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:		
SEPIDEH GHORBANI	PROCUREMENT SPECIALIST	609-292-2190
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	PUB DATE:	**08/24/16**

INSTRUCTIONS/SPECIFICATIONS

VENDOR INFORMATION	
Vendor Name & Address:	BEYER FORD LLC 170 RIDGEDALE AVE MORRISTOWN, NJ 07962
Contact Person:	BARBARA M. BEYER
Contact Phone:	973-644-3200
Order Fax:	973-884-2650
Contract#:	83013
Expiration Date:	10/29/16
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	CHAS S WINNER INC DBA WINNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
Contact Person:	DONALD SLIPP
Contact Phone:	856-214-0758
Order Fax:	856-488-1915
Contract#:	83012
Expiration Date:	10/29/16

Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	HERTRICH FLEET SERVICES 1427 BAY ROAD MILFORD, DE 19963
Contact Person:	MICHAEL WRIGHT
Contact Phone:	800-698-9825
Order Fax:	302-839-0555
Contract#:	83011
Expiration Date:	10/29/16
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: BEYER FORD LLC **Contract Number:** 83013

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 071-80-073157 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2007) BRAND: 2017 FORD MODEL: EXPLORER BASE 4WD MANUFACTURER'S BODY CODE: K8B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (EMISSIONS), 998 (3.5L V6 FLEXIBLE FUEL ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	$24708.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00008	COMM CODE: 071-80-073158 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	LOT	10.00%	N/A

	ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 5, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)				

Vendor: HERTRICH FLEET SERVICES **Contract Number:** 83011

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 071-80-073151 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, SMALL, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 1, T-2007) BRAND: 2017 JEEP MODEL: PATRIOT SPORT 2WD MANUFACTURER'S BODY CODE: MKTE74 WITH 2GA PACKAGE AND NAS (50-STATE EMISSIONS), ED3 (2.4L I4 ENGINE), DA4 (AUTOMATIC TRANSMISSION) AND HAA (AIR CONDITIONING) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	$16045.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 071-80-073152 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (SECTION 1, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	LOT	5.00%	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003	COMM CODE: 071-80-073153 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, SMALL, 4-DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 2, T-2007) BRAND: 2017 JEEP MODEL: PATRIOT SPORT 4WD MANUFACTURER'S BODY CODE: MKJE74 WITH 2GA PACKAGE AND NAS (50-STATE EMISSIONS), ED3 (2.4L I4 ENGINE), DA4 (AUTOMATIC TRANSMISSION) AND HAA (AIR CONDITIONING) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	$17093.00000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 071-80-073154 [AUTOMOBILES, SCHOOL BUSES,	1.000	LOT	5.00%	N/A

	SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)				

CONTRACT ITEMS/SERVICES BY LINE ITEMS

LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001 83011	COMM CODE: 071-80-073151 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, SMALL, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 1, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: HERTRICH FLEET SERVICES BRAND: 2017 JEEP MODEL: PATRIOT SPORT 2WD MANUFACTURER'S BODY CODE: MKTE74 WITH 2GA PACKAGE AND NAS (50-STATE EMISSIONS), ED3 (2.4L I4 ENGINE), DA4 (AUTOMATIC TRANSMISSION) AND HAA (AIR CONDITIONING) OPTION CODES.	1.000	EACH	N/A	$16045.00000
LINE#/ CONTRACT#	**DESCRIPTION/MFGR/ BRAND/VNDR**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002 83011	COMM CODE: 071-80-073152 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (SECTION 1, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: HERTRICH FLEET SERVICES	1.000	LOT	5.00%	N/A
LINE#/ CONTRACT#	**DESCRIPTION/MFGR/ BRAND/VNDR**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003 83011	COMM CODE: 071-80-073153 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, SMALL, 4-DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 2, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: HERTRICH FLEET SERVICES BRAND: 2017 JEEP MODEL: PATRIOT SPORT 4WD	1.000	EACH	N/A	$17093.00000

	MANUFACTURER'S BODY CODE: MKJE74 WITH 2GA PACKAGE AND NAS (50-STATE EMISSIONS), ED3 (2.4L I4 ENGINE), DA4 (AUTOMATIC TRANSMISSION) AND HAA (AIR CONDITIONING) OPTION CODES.				
LINE#/ CONTRACT#	**DESCRIPTION/MFGR/ BRAND/VNDR**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004 83011	COMM CODE: 071-80-073154 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: HERTRICH FLEET SERVICES	1.000	LOT	5.00%	N/A
LINE#/ CONTRACT#	**DESCRIPTION/MFGR/ BRAND/VNDR**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005 83012	COMM CODE: 071-80-073155 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 3, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CHAS S WINNER INC DBA WINNER FORD BRAND: 2017 FORD MODEL: EXPLORER BASE 2WD MANUFACTURER'S BODY CODE: K7B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (EMISSIONS); 998 (3.5L V6 FLEXIBLE FUEL ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES.	1.000	EACH	N/A	$22768.00000
LINE#/ CONTRACT#	**DESCRIPTION/MFGR/ BRAND/VNDR**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00006 83012	COMM CODE: 071-80-073156 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	LOT	10.00%	N/A

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

City Clerk File No. Res. 16.644

Agenda No. 10.P

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MODULAR SPACE FOR THE PURCHASE, DELIVERY AND INSTALLATION OF AN OFFICE TRAILER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Fire Division is in need of a new office trailer for its training school at 715 Summit Avenue; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Modular Space, 12603 Collection Center Drive, Chicago, Illinois 60693 is in possession of State Contract No. A83024, and submitted a proposal in the amount of One Hundred Forty Nine Thousand Dollars, Nine Hundred Fifty Two Dollars and Fifty Cents ($149,952.50) for the purchase, delivery and installation of an office trailer; and

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

Account	P.O. #	State Contract	Total Contract
17-289-56-000-002	121879	A83024	$149,952.50

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

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

1. A contract in the amount of $149,952.50 is awarded to Modular Space for the purchase, delivery and installation of an office trailer for the Division of Fire.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.644

Agenda No. 10.P SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MODULAR SPACE FOR THE PURCHASE, DELIVERY AND INSTALLATION OF AN OFFICE TRAILER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

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

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

Account	P.O. #	State Contract	Total Contract
17-289-56-000-002	121879	A83024	$149,952.50

Approved by _____ 8/4/16

Peter Polgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
7/21/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan — Corporation Counsel

R.R 9-14-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AWARD OF A CONTRACT TO MODULAR SPACE FOR THE PURCHASE, DELIVERY AND INSTALLATION OF AN OFFICE TRAILER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION).

Initiator

Department/Division	PUBLIC SAFETY/FIRE DIVISION	
Name/Title	JEROME CALA	
Phone/email	201-547-4239	

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

Resolution Purpose

THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION) IS IN NEED OF A FACILITY TO CONDUCT TRAINING. THIS PURCHASE IS FOR THE USE OF THE DEPARTMENT OF PUBLIC SAFETY FOR A TRAINING FACILITY.

I certify that all the facts presented herein are accurate.

Jerome Cala — 8/4/16

Signature of Department Director — **Date**

8/4/16

Signature of Purchasing Director — **Date**

ModSpace

June 10, 2016

State Purchase # A83024
T-Number #G8033
Contractor: Modular Space Corporation

PROJECT:
Jersey City Department of Fire & Emergency Services
Scope of Work
Furnish and Install a 2,160sf Office Building at
715 Summit Avenue Jersey City, NJ 07307

Scope of Work:

Deliver a new building per attached floor plan.	$15,900.00
Building highlights to include:	
Full set of Building drawings	
Sierra style hardi-panel exterior with a vinyl skirting	
Sea Spray Ceiling 8' 0" above Finished Floor	
Vinyl Covered Tile Floor	
Vinyl Covered Gypsum Walls	
(12) 24" x 54" vertical sliding exterior windows	
(7) Interior Hollow Core six paneled doors	
(2) Exterior steel doors	
(1) 6' counter, wet bar gooseneck facuet with overhead & base cabinets	
(1) ADA compliant bathroom with shower	
(3) 3 Ton Wall Mounted HVAC Units	
(3)Six 100 amp Electrical panel	$107,365.00

Installation work on site labor is to be non-union wage:

Supply all labor, equipment and materials to block, level and seam on grade.	
VCT mate line floors will be held back for seamless flooring (no carpet bar).	
Install (20) cross drive anchors for tie downs.	
Supply and install materials for vinyl skirting.	
Remove hitches and install under units.	$10,680.00
Furnish & supply ADA compliant 6' x 10' deck with a straight 4' x 30' ramp to grade and a 5' x 5' deck with steps.	$15,985.00

Modspace is not responsible for any Civil Drawings of site or requirements for storm water management, etc.
The Building is to be set on existing asphalt at grade using ABS pads & block.
On site Labor is to be non-union wage.
Building Drawings provided, any other drawings by Customer.

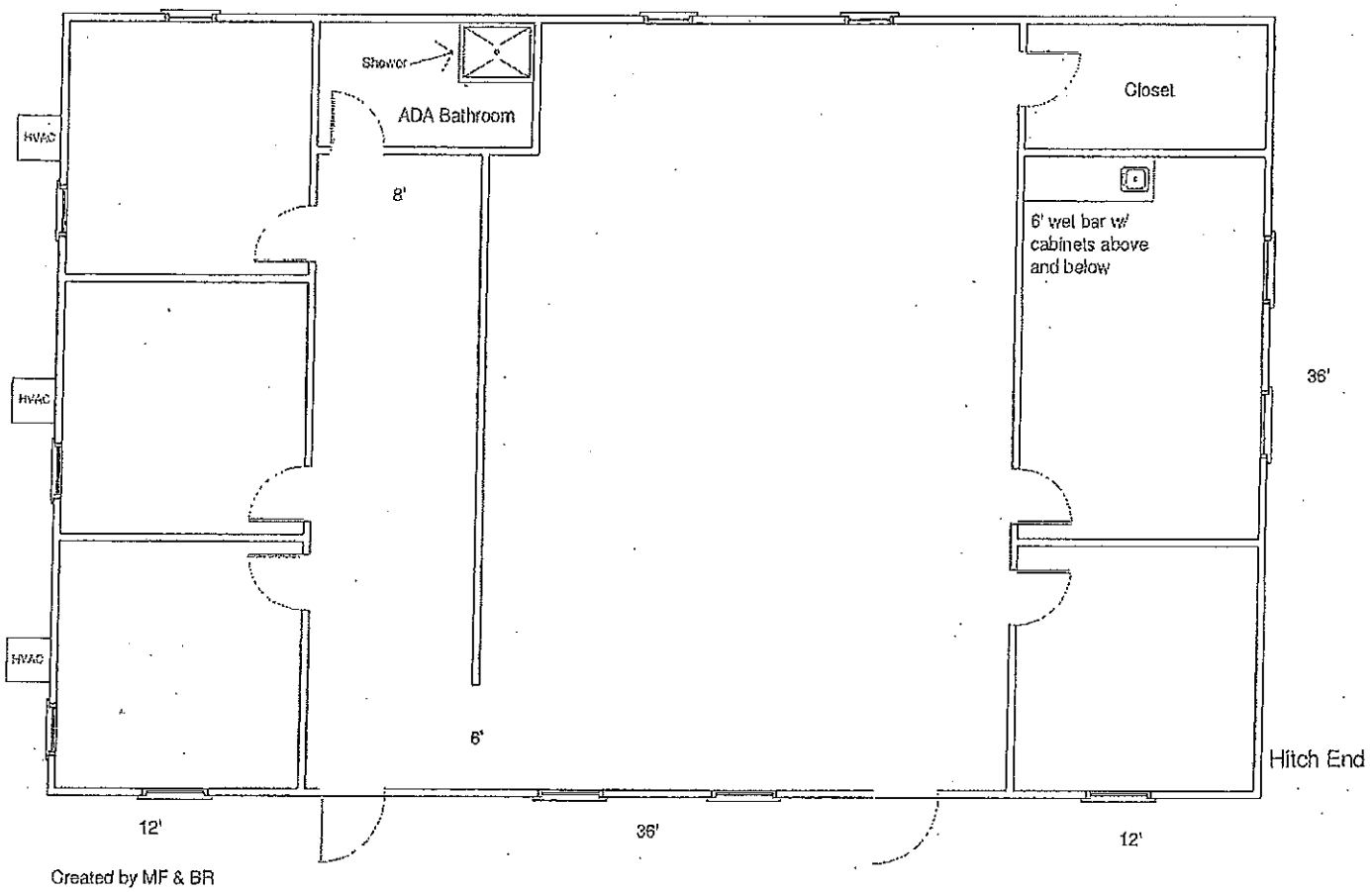
Floor plan, color sample selection, & Building specification to become a part of sale agreement.

Total-	**$149,930.00**
ModSpace processing fee:	**$22.50**
Total-	**$149,952.50**

Purchase Order would require a tax exempt certificate.
3 and 5 year finance lease plans are available.

Submitted by: Michael Foster Modspace, Woodbridge, NJ

JC Fire Department



Created by MF & BR
Property of ModSpace - Confidential

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P. O. BOX 230
Trenton, New Jersey 08625-0230

ROBERT A. ROMANO
Acting State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #3
G8033

SOLICITATION #22902

TO: State Agencies

DATE: November 6, 2015

FROM: Daniel Delaney

SUBJECT: Statewide Equipment and Space Rental

CONTRACT PERIOD: 07/12/12 to 11/14/13
1st EXTENSION PERIOD: 11/15/13 to 11/14/14
2nd EXTENSION PERIOD: 11/15/14 to 11/14/15
3rd EXTENSION PERIOD: 11/15/15 to 11/14/16

Please be advised that the above subject contract has been extended for one (1) year. The new expiration date is November 14, 2016.

All contractors agreed to extend. Pricing, terms and conditions of the original contract remain unchanged.

Please file this Amendment with your Notice of Award.

Notice of Award
Term Contract(s)

G-8033
STATEWIDE EQUIP.& SPACE RENTAL

Vendor Information
By Vendor
Email to DANIEL DELANEY

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- United Rentals Contract A83007 Literature Adobe PDF (2 mb
- Hertz Equipment Rental A83005 Literature Adobe PDF (2 mb
- Modular Space Corp Contract A83024 Literature Adobe PDF mb)
- Sunbelt Rentals Contract A83006 Literature Adobe PDF (53 k
- Mobilease Modular Contract A83034 Literature Excel Docum (48 kb)
- NADLER MOBILE Contract A83030 Literature Adobe PDF kb)
- State Contract Manager Adobe PDF (7 kb)
- Method of Operation Adobe PDF (79 kb)
- Amendment #1 - Contract Extension #1 to 11/14/2014 Adobe PDF (12 kb)
- Amendment #2 - Contract Extension #2 to 11/14/2015 Adobe PDF (12 kb)
- Amendment #3 - Contract Extension #3 to 11/14/2016 Adobe PDF (12 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number NOAs By Title Search NOAs

Index #:	G-8033
Contract #:	VARIOUS
Contract Period:	FROM: 11/05/12 TO: 11/14/16
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22902
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:		
DANIEL DELANEY	PROCUREMENT SPECIALIST	609-984-7917
JOSEPH SIGNORETTA	PROCUREMENT SPECIALIST SUPERVISOR	609-777-0202
	PUB DATE:	**04/04/16**

VENDOR INFORMATION	
Vendor Name & Address:	HERTZ EQUIPMENT RENTAL CORP 49 WEST FERRIS ST EAST BRUNSWICK, NJ 08816
Contact Person:	FRANK CALDERARO
Contact Phone:	201-968-1020
Order Fax:	866-223-2467
Contract#:	83005
Expiration Date:	11/14/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MOBILEASE MODULAR SPACE INC 201 RT 130 PEDRICKTOWN, NJ 08067
Contact Person:	MURPHY BARTON
Contact Phone:	856-686-9600
Order Fax:	000-000-0000
Contract#:	83034
Expiration Date:	11/14/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MODULAR SPACE CORPORATION 100 PENNVAL ROAD

	PO BOX 1279 WOODBRIDGE, NJ 07095
Contact Person:	MICHAEL FOSTER
Contact Phone:	732-404-9550
Order Fax:	732-404-1061
Contract#:	83024
Expiration Date:	11/14/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	NADLER MOBILE LLC 11 HARMONY RD/STE F SPRING VALLEY, NY 10977
Contact Person:	STEVEN MULLER
Contact Phone:	845-371-5600
Order Fax:	845-371-5900
Contract#:	83030
Expiration Date:	11/14/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	YES
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	SUNBELT RENTALS 2341 DEERFIELD DRIVE FORT MILL, SC 29715
Contact Person:	MARK SOLEBELLO
Contact Phone:	732-904-5040
Order Fax:	803-578-6545
Contract#:	83006
Expiration Date:	11/14/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	UNITED RENTALS 12802 TAMPA OAKS BLVD SUITE 350 TEMPLE TERRACE, FL 33637
Contact Person:	DANIEL CUNNINGHAM
Contact Phone:	877-874-4468
Order Fax:	000-000-0000
Contract#:	83007
Expiration Date:	11/14/16
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: HERTZ EQUIPMENT RENTAL CORP **Contract Number:** 83005

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 981-43-084736 [RENTAL OR LEASE OF GENERAL EQUIPMENT...] ITEM DESCRIPTION: FOR THE RENTAL AND PURCHASE OF VARIOUS ITEMS COVERED UNDER HERTZ EQUIPMENT RENTAL GSA CONTRACT GS-21F-0020T. CONTACT PERSON: FRANK CALDERARO PHONE #:201-968-1020 CELL #: 201-681-2952 FAX #: 866-223-2467 EMAIL: FCALDERARO@HERTZ.COM DELIVERY: 3 DAYS ARO	1.000	EACH	NET	N/A

Vendor: MOBILEASE MODULAR SPACE INC **Contract Number:** 83034

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 981-43-084751 [RENTAL OR LEASE OF GENERAL EQUIPMENT...] ITEM DESCRIPTION: FOR THE LEASING/RENTAL/PURCHASE OF VARIOUS TYPES OF MOBILE STRUCTURES AS PER THEIR GSA CONTRACT #:GS-07F-9519S CONTACT: MURPHY BARTON PHONE: 856-686-9600 EMAIL: MURPH@MOBILEASEMODULAR.COM	1.000	EACH	NET	N/A

Vendor: MODULAR SPACE CORPORATION **Contract Number:** 83024

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 981-43-084743 [RENTAL OR LEASE OF GENERAL EQUIPMENT...] ITEM DESCRIPTION: FOR THE LEASING/RENTAL/PURCHASE OF VARIOUS TYPES OF MODULAR TRAILERS, MODULAR COMPLEXES, CUSTOM MODULAR BUILDINGS AS PER THEIR GSA CONTRACT #: GS-07F-0735X. CONTACT: MICHAEL FOSTER PHONE: 732-404-9550 EXT. 83504 FAX: 732-404-1061 EMAIL: MICHAEL.FOSTER@MODSPACE.COM DELIVERY: 3 DAYS ARO	1.000	EACH	NET	N/A

Vendor: NADLER MOBILE LLC **Contract Number:** 83030

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 981-43-084751 [RENTAL OR LEASE OF GENERAL	1.000	EACH	NET	N/A

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

City Clerk File No. Res. 16.645

Agenda No. 10.Q

Approved: SEP 28 2016

TITLE: **RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on May 25, 2016, via Resolution 16.369, the City of Jersey City ("City") authorized an agreement with the Jersey City Employment and Training Program ("JCETP") to participate jointly in two employment training programs (the "Original Agreement");

WHEREAS, pursuant to 29 U.S.C. Sec. 2841(d) and (e), the JCETP was designated the One Stop Operator for the City Local Workforce Reinvestment Area;

WHEREAS, as the City's One Stop Operator, the JCETP offers various employment training programs to City residents;

WHEREAS, the City and JCETP also desire to participate jointly in employment training programs in relation to OSHA 30, OSHA 1926 and OSHA 1910 HAZWOPER;

WHEREAS, the City and JCETP desire to amend the Original Agreement to include these additional programs; and

WHEREAS, JCETP agrees to execute the First Amendment to the Original Agreement attached hereto **Exhibit A.**

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

1) The City and JCETP may participate jointly in employment training programs in relation to OSHA 30, OSHA 1926 and OSHA HAZWOPER, as further set forth in the First Amendment to the Original Agreement, attached hereto; 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 First Amendment attached hereto, any other documents necessary to effectuate this resolution; and
3) The term of the First Amendment shall be concurrent with the term of the Original Agreement and will expire on June 6, 2017.

APPROVED: Mark Redford

APPROVED: Business Administrator
BD
9/16/16

APPROVED AS TO LEGAL FORM
Joanne Monahan
for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM.

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Mark Redfield	DPW Director
Phone/email	201-547-440	markr@jcnj.org

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

The purpose of this resolution is to:

- On May 25, 2016, via Resolution 16.369, the City of Jersey City ("City") authorized an agreement with the Jersey City Employment and Training Program ("JCETP") to participate jointly in two employment training programs.
- The City and JCETP also desire to participate jointly in employment training programs in relation to OSHA 30, OSHA 1926 and OSHA 1910 HAZWOPER.
- The City and JCETP desire to amend the Original Agreement to include these additional programs.
- The term of the First Amendment shall be concurrent with the term of the Original Agreement and will expire on June 6, 2017.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Agreement will expire on 06/06/17.

Type of award Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Mark Redfield 9/20/16

Signature of Department Director **Date**

First Amendment to Agreement between the City of Jersey City and the Jersey City Employment and Training Program

This Agreement amends that certain Agreement dated _____, 2016 (the "Original Agreement"), by and between the City of Jersey City (the "City") and the Jersey City and the Jersey City Employment and Training Program (the "JCETP").

RECITALS

WHEREAS, on May 25, 2016, via Resolution 16.369, the City authorized the Original Agreement with the JCETP to participate jointly in two employment training programs;

WHEREAS, pursuant to 29 U.S.C. Sec. 2841(d) and (e), the JCETP was designated the One Stop Operator for the City Local Workforce Reinvestment Area; and

WHEREAS, as the City's One Stop Operator, the JCETP offers various employment training programs to City residents; and

WHEREAS, the City and JCETP desire to participate jointly in employment training programs in relation to OSHA 30, OSHA 1926 and OSHA 1910 HAZWOPER; and

WHEREAS, the City and JCETP desire to amend the Original Agreement to include these additional programs.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. The section beginning with "The City shall" in Article 4 is hereby amended and restated to include as follows:

   "7) Provide training on the subjects of OSHA 30, OSHA 1926 and OSHA 1910 HAZWOPER"

2. Except as set forth in this Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

3. Each party hereby represents and warrants to the other party that (i) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder have been duly authorized by all requisite action on the part of such party and such party has the full legal power to execute, deliver and perform the terms of this Amendment and the Original Agreement as amended hereby; (ii) no consent or approval of any person is required in connection with the execution, delivery or performance by such party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by such party, and (assuming due authorization, execution and delivery by the other party

hereto) this Amendment constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.

4. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other party, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.

5. This Amendment constitutes the entire agreement between the City and JCETP relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the parties hereto.

The parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

The City Of Jersey City

By: _____

Printed Name: _____

Title: _____

Dated: _____

The Jersey City Employment and Training Program

By: _____

Printed Name: _____

Title: _____

Dated: _____

JM/BD

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

City Clerk File No. Res. 16.646

Agenda No. 10.R

Approved: SEP 28 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A COMMUNITY SEED GRANT FROM AMERICAN PUBLIC HEALTH ASSOCIATION FOR PARTICIPATING IN THE HEALTHIEST CITIES AND COUNTIES CHALLENGE AS A FINALIST BY ACCEPTING THE CHALLENGE

COUNCIL AS A WHOLE, OFFERED AND MOVED ADDOPTION of the

WHEREAS, the American Public Health Association (APHA), has awarded the City of Jersey City (City) a community seed grant in the amount of $10,000 for participating in the Healthiest Cities and Counties Challenge (The Challenge) as a HealthyCommunity50 finalist; and

WHEREAS, the City will engage in cross-sector collaborative partnerships to promote and implement local community health and wellness programs to create measureable health outcomes leading to a healthier and more equitable community; and

WHEREAS, the City as a finalist will be receiving the following in addition to a $10,000 community seed grant:

- An invitation to the Learning Network to receive additional technical assistance and resources throughout the duration of The Challenge to assist in the implementation and evaluation of the proposed project;
- Data collection and submission template to assist the finalist team with the measurement activities related to the project;
- Timelines of upcoming Healthiest Cities & Counties Challenge events and activities as well as deadlines for required evaluation pieces of the proposed project; and

WHEREAS, the City as a HealthyCommunity50 finalist was required to accept and sign the Challenge acceptance letter from APHA prior to the Council meeting; and

WHEREAS, this acceptance letter was signed by the Business Administrator on August 9, 2016 to enable the City to be eligible for funding.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.646

Agenda No. 10.R SEP 28 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A COMMUNITY SEED GRANT FROM AMERICAN PUBLIC HEALTH ASSOCIATION FOR PARTICIPATING IN THE HEALTHIEST CITIES AND COUNTIES CHALLENGE AS A FINALIST BY ACCEPTING THE CHALLENGE

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

1. The Business Administrator acknowledged the receipt of the Healthiest Cities & Counties Challenge acceptance letter; and

2. The Business Administrator acknowledged the terms and conditions of the Healthiest Cities & Counties Challenge acceptance; and

3. The City of Jersey City accepts a community seed grant in the amount of $10,000 from APHA.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0
9.28.16

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	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A COMMUNITY SEED GRANT FROM AMERICAN PUBLIC HEALTH ASSOCIATION FOR PARTICIPATING IN THE HEALTHIEST CITIES AND COUNTIES CHALLENGE AS A FINALIST BY ACCEPTING THE CHALLENGE

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@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 American Public Health Association (APHA), has awarded the City of Jersey City (City) a community seed grant in the amount of $10,000 for participating in the Healthiest Cities and Counties Challenge (The Challenge) as a HealthyCommunity50 finalist

I certify that all the facts presented herein are accurate.

Signature of Department Director

9/19/16

Date

AMERICAN PUBLIC HEALTH ASSOCIATION

For science. For action. For health.

Dear Stacey Flanagan:

Congratulations!

We are pleased to invite you to participate in the Healthiest Cities & Counties Challenge (The Challenge) as a HealthyCommunity50 finalist. Your proposal has been selected to advance to Phase 2. During this phase your team will implement the project outlined in your submitted proposal. This is an exciting opportunity for your cross-sector collaborative partnership to promote health and wellness in your community by addressing health equity, social determinants of health and social interaction to create measurable health outcomes leading to a healthier and more equitable community.

Finalists selected to advance to Phase 2 of The Challenge will be publicly announced on September 15, therefore, we request that you do not publish your acceptance status until the official media announcement has been made.

As a finalist you will receive the following:

- The $10,000.00 community seed grant.
- An invitation to the Learning Network where you will receive additional technical assistance and resources throughout the duration of The Challenge to assist in the implementation and evaluation of your proposed project.
- Data collection and submission template to assist your team with the measurement activities related to your project.
- Timelines of upcoming Healthiest Cities & Counties Challenge events and activities as well as deadlines for required evaluation pieces of your proposed project.

As part of our communication efforts to promote The Challenge and your City's partnership's participation, the communication firm BRG will provide tools to assist your City's communication plan throughout The Challenge and will be reaching out soon with more details. I encourage you to visit The Challenge website to stay up-to-date with Challenge news and information including a list of members on the Advisory Council, frequently asked questions, and other helpful project implementation resources.

If you have any questions in the interim, please contact Debbie Nadzam, the Healthiest Cities & Counties Challenge Director, at hccc@ceosforcities.org or 216-523-7348. Again, congratulations on your selection

as a finalist in The Challenge and we look forward to working with you over the next two years to improve the health and well-being of your community.

Please return the signed document by Thursday, August 11, 2016.

I, Robert J Kakoleski, on behalf of City of Jersey City acknowledge the receipt of the Healthiest Cities & Counties Challenge acceptance letter. By signing this letter I am agreeing to participate in the Healthiest Cities & Counties Challenge..

Business Administrator

Signature and Title

8/9/16

Date

Sincerely,

Georges C. Benjamin, MD
Executive Director

800 I Street, NW • Washington, DC 20001–3710
202-777-2742 • www.apha.org

CITY OF JERSEY CITY
OFFICE OF THE MAYOR
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442

STEVEN M. FULOP
MAYOR OF JERSEY CITY

STEVEN M. FULOP
MAYOR OF JERSEY CITY

FOR IMMEDIATE RELEASE
Sept. 15, 2016

Contact: Jennifer Morrill
Press Secretary
201-547-4836
201-376-0699

Mayor Fulop Announces that the Jersey City Healthy Communities 50 Collaborative Awarded $10,000 in the HealthyCommunity50 Healthiest Cities and Counties Challenge

One of hundreds of entries selected to compete for up to $500,000 in prizes through Aetna Foundation, American Public Health Association and National Association of Counties partnership

JERSEY CITY – Mayor Steven M. Fulop, in collaboration with the Jersey City Department of Health and Human Services, CarePoint Health, the Jersey City Medical Center-RWJBarnabas Health, Saint Peter's University, the Jersey City Anti Violence Coalition Movement & Kings Knight Chess Club, Inc., has been identified to receive a $10,000 community seed award from the HealthyCommunity50 Healthiest Cities & Counties Challenge. This Jersey City based HealthyCommunity50 Collaborative is one of 50 organizations nation-wide awarded for work toward making measurable change in their local communities. By participating in the Challenge, Mayor Fulop and the Jersey City Collaborative are in the running to receive additional grant awards that will support local Jersey City healthy programming.

The Challenge, a partnership between the Aetna Foundation, the American Public Health Association and the National Association of Counties, launched in April during National Public Health Week. The Challenge will award $1.5 million in prizes to small and mid-sized cities, counties and federally-recognized tribes that are able to show measurable change over the course of several years working with cross-sector partnerships to implement health innovations and data-driven solutions. Hundreds of city governments, local municipalities, health departments, educational institutions and other public/private entities applied to be a part of the Challenge.

The HealthyCommunity50 were chosen based on plans to improve the health of their communities in at least one of five domains: Healthy behaviors, community safety, built environment, social/economic factors and environmental exposures.

"I am thrilled that the Jersey City HealthyCommunity50 Collaborative was selected to receive grant dollars to enhance the meaningful work we're doing to increase health and develop strong partnerships to combat health disparities that plague cities like ours," said **Mayor Fulop**. "This award serves to expand and enhance the commitment we've made to make Jersey City a healthier community and it further validates the work of our outstanding partners in health."

(more)

Through the Challenge, Jersey City Mayor Fulop, Jersey City Department of Health and Human Services, CarePoint Health, the Jersey City Medical Center-RWJBarnabas Health, Saint Peter's University, the Jersey City Anti Violence Coalition Movement & Kings Knight Chess Club, Inc., will address community violence as a health issue by providing evidence-based programming that empowers youth to develop healthy mind, spirit and body. The project comes at a critical time for the City of Jersey City where nearly 1 in 3 children grow up in poverty and youth are adversely impacted by the prevalence of criminal gangs and violence. The "Mind/Body/Spirit" project is modeled after the evidence-based "Communities That Care" program, which has received a Blueprint Program Rating of "Promising" from the Blueprint for Healthy Youth Development.

According to the Blueprint for Healthy Youth Development, Communities That Care:

> *"is a prevention system, grounded in science that gives communities the tools to address their adolescent health and behavior problems through a focus on empirically identified risk and protective factors. CTC provides a structure for engaging community stakeholders, a process for establishing a shared community vision, tools for assessing levels of risk and protection in communities, and processes for prioritizing risk and protective factors and setting specific, measurable, community goals. CTC guides the coalition to create a strategic community prevention plan designed to address the community's profile of risk and protection with tested, effective programs and to implement the chosen programs with fidelity. CTC instructs the coalition to monitor program implementation and to periodically reevaluate community levels of risk and protection and outcomes, and to make adjustments in prevention programming if indicated by the data. Implementation of CTC is organized into five stages, each with its own series of "benchmarks" and "milestones" to help guide and monitor implementation progress. CTC is installed in communities through a series of six training events delivered over the course of 6 to 12 months by certified CTC trainers."*

"At the Aetna Foundation, we're seeking to reward innovation for communities implementing new ways to improve health outcomes," said **Dr. Garth Graham, president of the Aetna Foundation.** "We want the Healthiest Cities & Counties Challenge to serve as a catalyst for collaboration in local communities around the country working to move the needle in combating health disparities."

All selected HealthyCommunity50 members will be visited by an expert judge panel to answer questions, understand the community's approach to the project first-hand and speak with the members of the cross-sector team and key stakeholders. At the conclusion of the Challenge, the programs most able to show measurable change will be eligible for prize awards from $25,000 - $500,000. Participants will be judged on their own progress and will not be competing against each other. For more information, visit www.healthiestcities.org.

To view the HealthyCommunity50 promotional video, highlighting the 50 communities, visit https://www.youtube.com/watch?v=vKMH4mUzDps&feature=youtu.be

For information on this, and other programs coordinated by the Jersey City Department of Health & Human Services, please call (201) 547-6800. Or, follow us on Twitter @HealthierJC

All media inquiries should be directed to Jennifer Morrill, Press Secretary to Mayor Steven M. Fulop at 201-547-4836 or 201-376-0699. ////

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

City Clerk File No. Res. 16.647

Agenda No. 10.S

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

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

WHEREAS, the City of Jersey ("City') applied to the County of Hudson ("County") for a grant to fund contracts with various vendors who provide substance abuse prevention and education programs; and

WHEREAS, a condition of the grant award is that the City enter into contracts with the vendors identified in the City's grant application; and

WHEREAS, the County has awarded the City of Jersey City FY 2017 Municipal Drug Alliance grant funding in the amount of $213,903 for the period of July 1, 2016 thru June 30, 2017 to provide substance abuse prevention and education programs; and

WHEREAS, the following vendors were identified in the City's grant application and will receive the funding indicated for a twelve-month period effective July 1, 2016 through June 30, 2017:

Sub-Grantee	Purchase Order No.
Educational Arts Team - $40,000	112399
Hudson Pride - $36,000	112398
New Jersey City University (PEP) - $35,000	122402
NCADD — Community Prevention Education - $27,600	122401
NCADD — Professional Training Institute - $19,303	122439
NCADD — TAMS Training - $3,000	122397
Philippine-American Friendship Committee (PAF-COM) - $35,000	122400

WHEREAS, the City of Jersey City will provide the mandatory 25% monetary contribution in the amount of $53,476, available in the Matching Funds for Grants Account and a mandatory 75% in-kind support will be provided by the Municipal Alliance Sub-Grantees in the amount of $160,427; and

WHEREAS, A/C# 02-213-40-660-312 has been established for the grant funds in the amount of $267,379; and

Continuation of Resolution

City Clerk File No. Res. 16.647

Agenda No. 10.S SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

WHEREAS, this Grant Agreement may be renewed and/or extended on a yearly basis, contingent on funding from the Hudson County Department of Health and Human Services;

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

1. The Mayor and/or Business Administrator is authorized to execute agreements with the consultants identified above to provide services as described in the City's grant application as filed with the Hudson County Department of Health and Human Services, in substantially the form of the attached agreement; and

2. The contract terms shall be one year effective as of July 1, 2016 and ending on June 30, 2017 and the contract amounts shall be as set forth above.

3. I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of $195,903 are available in Municipal Drug Alliance Program Fund Account 02-213-40-660-312 for payment of this resolution.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 CONTRACTS WITH VARIOUS VENDORS FOR THE DELIVERY OF SUBSTANCE ABUSE PREVENTION AND EDUCATION PROGRAMS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE MUNICIPAL DRUG ALLIANCE PROGRAM

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

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

Contract Purpose

The City of Jersey City applied to the County of Hudson for a grant to fund contracts with various vendors who provide substance abuse prevention and education programs. The County of Hudson has awarded the City of Jersey City FY 2017 Municipal Drug Alliance grant funding in the amount of $213,903 with a required cash match in the amount of $53,476 for the period of July 1, 2016 thru June 30, 2017 to provide substance abuse prevention and education programs. A condition of the grant award is that the City of Jersey City enters into contracts with the vendors identified in the City of Jersey City's grant application.

A/C# 02-213-40-660-312 has been established for the grant funds in the amount of $267,379.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 9/16/16

Signature of Purchasing Agent — **Date**

Peter Folgado, QPA

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

2. The Educational Arts Team, Inc. promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

4. Educational Arts Team, Inc submitted a proposal to provide substance abuse prevention and education consultant services that will included but not be limited to: workshops, seminars, trainings and drug-free alternative activities projected to decrease the probability of problem drinking for the sum of $40,000.00.

5. The DHHS recommendation is to award the contract to the Educational Arts Team, Inc.

1. The term of the contract is July 1, 2016 through June 30, 2017.

2. The estimated amount of the contract exceeds $17,500.00.

3. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

4. 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.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

2. The Hudson Pride Connections Center promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

4. The Hudson Pride Connections Center submitted a proposal to provide substance abuse prevention and education consultant services that will included but not be limited to: drug-free alternative activities, workshops, seminars, professional trainings, healthcare assessments and referrals (as needed) and an information dissemination campaigns to address the issue of problem drinking for the sum of $36,000.00.

5. The DHHS recommendation is to award the contract to the Hudson Pride Connections Center.

1. The term of the contract is July 1, 2016 through June 30, 2017.

2. The estimated amount of the contract exceeds $17,500.00.

3. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

4. 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.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

2. The New Jersey City University - Peers Educating Peers (PEP) Program promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

4. The New Jersey City University - Peers Educating Peers (PEP) Program submitted a proposal to provide substance abuse prevention and education consultant services that will included but not be limited to: drug-free alternative activities, workshops, professional didactic lectures and an information dissemination campaigns to address the issue of problem drinking for the benefit of the NJCU student population and the Jersey City community as a whole for the sum of $35,000.00.

5. The DHHS recommendation is to award the contract to the New Jersey City University - Peers Educating Peers (PEP) Program.

6. The term of the contract is July 1, 2016 through June 30, 2017.

7. The estimated amount of the contract exceeds $17,500.00.

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

2. The National Council on Alcoholism and Drug Dependency of Hudson County promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

4. The National Council on Alcoholism and Drug Dependency of Hudson County submitted a proposal to provide substance abuse prevention and education consultant services: namely, the Community Prevention Program (CPE) which is a series of evidence-based youth prevention and education classes that demonstrated effectiveness in reducing underage drinking and parent workshops designed to educate parents on how to keep alcohol out of the hands of their youth for the sum of $27,600.00.

5. The DHHS recommendation is to award the contract to the National Council on Alcoholism and Drug Dependency of Hudson County.

1. The term of the contract is July 1, 2016 through June 30, 2017.

6. The estimated amount of the contract exceeds $17,500.00.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

1. The National Council on Alcoholism and Drug Dependency of Hudson County promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

2. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

3. The National Council on Alcoholism and Drug Dependency of Hudson County submitted a proposal to organize and implement the Professional Training Institute; which is a series of (12) didactic workshops on substance abuse prevention and education related topics for the sum of $19,303.00.

4. The DHHS recommendation is to award the contract to the National Council on Alcoholism and Drug Dependency of Hudson County.

2. The term of the contract is July 1, 2016 through June 30, 2017.

5. The estimated amount 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 foregoing statements made by me are willfully false, I am subject to punishment.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

1. The National Council on Alcoholism and Drug Dependency of Hudson County promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

2. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

3. The National Council on Alcoholism and Drug Dependency of Hudson County submitted a proposal to provide substance abuse prevention and education consultant services, namely, (1) Techniques for Alcohol Management Systems (TAM) training for the benefit of alcohol licensees of the City of Jersey City for the sum of $3,000.00.

4. The DHHS recommendation is to award the contract to the National Council on Alcoholism and Drug Dependency of Hudson County.

2. The term of the contract is July 1, 2016 through June 30, 2017.

5. The estimated amount 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 foregoing statements made by me are willfully false, I am subject to punishment.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.

1. The Philippine-American Friendship Committee, Inc promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.

2. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

3. The Philippine-American Friendship Committee, Inc submitted a proposal to provide substance abuse prevention and education consultant services that will included but not be limited to: drug-free alternative activities (Basketball After-School Program, and Zumba and Yoga Classes) to address the issue of problem drinking for the benefit of the Asian-American community and the residents of the City of Jersey City as a whole for the sum of $35,000.00.

4. The DHHS recommendation is to award the contract to the Philippine-American Friendship Committee, Inc.

1. The term of the contract is July 1, 2016 through June 30, 2017.

5. The estimated amount 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 foregoing statements made by me are willfully false, I am subject to punishment.

Date: 8/30/16

Stacey Flanagan, Director
Department of Health and Human Services

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

City Clerk File No. Res. 16.648

Agenda No. 10.T

Approved: SEP 28 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT THAT BEGAN ON JULY 1, 2016 TO PAUL STEFFENS OF PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES MUNICIPAL DRUG ALLIANCE PROGRAM

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

WHEREAS, the City of Jersey City (City), Department of Health and Human Services (Department) requires the services of an Alliance Coordinator for its Municipal Drug Alliance Program to coordinate and oversee the operations of the program and its sub-grantees; and

WHEREAS, the County of Hudson (County) awarded a grant to the City to be used to fund the operations of the City's Municipal Drug Alliance Program; and

WHEREAS, as a condition of the grant award the City is required to contract with Paul Steffens of PRS Consultants, Inc. a Licensed Clinical Alcohol and Drug Counselor (Consultant), to provide services as the Alliance Coordinator for the Municipal Drug Alliance Program; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the total amount of this contract is Sixty Thousand ($60,000.00) dollars for a period of twelve months, effective July 1, 2016 through June 30, 2017; and

WHEREAS, the funds in the amount of Sixty Thousand ($60,000.00) dollars are available in the Municipal Drug Alliance Program Fund Account No. Acct Number # 02-213-40-660-312; 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 Department Director has determined and certified in writing that the value of the contract exceeds $17,500; and

WHEREAS, the Consultant has completed and submitted a Business Entity Disclosure Certification which certifies that the Consultant has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit PRS Consultants, Inc. from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 16.648

Agenda No. 10.T SEP 28 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT THAT BEGAN ON JULY 1, 2016 TO PAUL STEFFENS OF PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES MUNICIPAL DRUG ALLIANCE PROGRAM

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Paul Steffens, LCADC of PRS Consultants, Inc. to provide services as the Alliance Coordinator for the Municipal Drug Alliance Program;

2. The total amount of the contract shall not exceed Sixty-Thousand ($60,000.00) dollars and the term of the contract shall be for twelve months effective July 1, 2016 thru June 30, 2017;

3. This agreement is awarded without competitive bidding as a professional service agreement under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) day of the adoption of this resolution;

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

6. Upon certifications by an official or employee of the City authorized to attest that the contractor complied with the specifications in all respects, and 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

7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance, and 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 $60,000.00 are available in the Municipal Drug Alliance Program Fund Account No. 02-213-40-660-312 for the payment of this resolution. PO # 122396

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT THAT BEGAN ON JULY 1, 2016 TO PAUL STEFFENS OF PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES MUNICIPAL DRUG ALLIANCE PROGRAM

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

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

Contract Purpose

Program Coordinating Consultant Services as a Licensed Clinical Alcohol and Drug Counselor (LCADC), as a required condition of the FY 2017 Municipal Drug Alliance grant award to the City of Jersey.

The total amount of this contract is Sixty Thousand ($60,000.00) dollars for a period of twelve months, effective July 1, 2016 through June 30, 2017 and the funds are available in the Municipal Drug Alliance Program Fund Account No. Acct Number # 02-213-40-660-312.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 9/16/16

Signature of Purchasing Agent — **Date**

Peter Folgado, QPA

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided to the DHHS.

2. PRS Consultants, Inc. promotes drug-free and non-violent values, attitudes and interpersonal skills through its substance abuse prevention and education programs.

3. The City is awarding this contract as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).

4. PRS Consultants, Inc submitted a proposal to provide a masters-level clinician, licensed by the New Jersey Department of Community Affairs – State Board of Marriage and Family Therapy Examiners as a Clinical Alcohol and Drug Counselor (LCADC) with (30) years of experience in the field of substance abuse prevention, education and treatment to assume the role of Municipal Alliance Coordinator for the sum of $60,000.00.

5. The DHHS recommendation is to award the contract to PRS Consultants, Inc.

1. The term of the contract is July 1, 2016 through June 30, 2017.

2. The estimated amount of the contract exceeds $17,500.00.

3. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

4. 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.

Date: 8/24/16

Stacey Flanagan, Director
Department of Health and Human Services

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2016, by and between the City of Jersey City, a Municipal Corporation, organized and existing under the laws of the State of New Jersey, with its principal place of business 280 Grove Street, in the City of Jersey City, the County of Hudson, and the State of New Jersey (herein referred to as the "City") and **Paul Steffens of PRS Consultants, Inc.,** a Licensed Clinical Alcohol and Drug Counselor, **License Number 37LC00128100,** with its principal place of business 6 Tuscany Circle, Manchester, NJ 08759, (herein referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City is a Municipal Corporation that conducts the Municipal Drug Alliance Program under the auspices of the Department of Health and Human Services at 199-200 Summit Avenue, Jersey City, NJ 07306. The City desires to have the following services performed by the Consultant; and

WHEREAS, the Consultant agrees to perform these services for the City under the terms and conditions set forth in this contract; and

WHEREAS, the Consultant is duly licensed to practice his profession as a Licensed Clinical Alcohol and Drug Counselor (LCADC) in the State of New Jersey with thirty years' experience in the field of addiction; and

WHEREAS, this Agreement shall be in effect for twelve (12) months effective **July 1, 2016 to June 30, 2017**, and the total amount of the contract shall not exceed **Sixty-Thousand ($60,000.00)** Dollars.

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

1. <u>Nature of Work</u>

The Consultant shall in satisfactory manner as determined by the City perform those services outlined in Attachment A.

2. <u>Compliance with Approved Program</u>

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

3. Compensation

For all services rendered, under the terms of this agreement the total contract amount shall not exceed **Sixty-Thousand ($60,000.00) Dollars**. The Consultant shall bill the City for services rendered on a monthly basis in a timely manner, provided all requirements of the Agreement are satisfactorily met.

4. Relationship of Parties

The parties agree that the Consultant and the relation created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City, is not entitled to the benefits provided by the employer to its employees, including but not limited to group insurance, pension plan and workmen's compensation benefits. Consultant may practice his/her service for others during those periods when the Consultant is not performing work under the contract for the City.

5. Errors and Omissions

Consultant shall perform its services consistent with the professional skill and care ordinarily required by program specifications as practiced by Municipal Alliances of the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care to ensure compliance and the orderly progress of the project. Consultant must also provide proof of Errors and Omissions/Professional Liability in the amount of $1,000,000.

6. Termination

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, the Consultant shall immediately discontinue services. The Consultant shall be paid the amount earned by or reimbursable to the Consultant hereunder to the time specified in said notice. The Consultant shall have no further claim against the City with respect thereto.

7. Entire Agreement

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

8. Assignment

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

9. Choice of Law

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

10. Modification

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

11. Counter-Parts

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

12. Paragraph Headings

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

13. Severability

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

14. Indulgences

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

15. Notice

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

Business Administrator **City Hall, 280 Grove St.** **Jersey City, N.J. 07302**	**PRS Consultants, Inc.** **6 Tuscany Circle,** **Manchester, NJ 08759**

16. Records and Files

All records and files shall belong to and remain the property of the City. The Consultant shall not be entitled to keep or reproduce City's records or files related to any sub-grantee or participant or subject of the Municipal Drug Alliance Program unless the sub-grantee or participant requests specifically that his/her records be transmitted to the Consultant.

17. Miscellaneous

This Agreement shall be interpreted and governed according to the laws of the State of New Jersey.

18. New Jersey Business Registration Requirements

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

Before final payment on the contract is made by the contracting agency, the Consultant 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 Consultant 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 User Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

19. City of Jersey City Contractor Pay-To-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one-year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

20. Political Contribution Prohibition

This contract has been awarded to the Consultant based on the merits and abilities of the Consultant to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*. As such, the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of City of Jersey City when the contract is awarded.

21. Chapter 271 Political Contribution Disclosure

The Consultant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the Consultant receives contracts in excess of $50,000 from a public entity in a calendar year. It is the consultant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

22. Compliance with Affirmative Action Plan

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

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

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

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

23. City of Jersey City Lobbyist Disclosure Ordinance

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

IN WITNESS WHEREOF, the City has caused the Agreement to be signed by its duly authorized officers and its seal to here to affixed, and the Consultant has executed this Agreement on the date set forth above.

Robert J. Kakoleski, Business Administrator	Stacey Flanagan, DH&HS Director
ATTEST: _____	Paul Steffens
Robert Byrne, City Clerk	Paul Steffens, MA, LCADC PRS Consultants, Inc.

ATTACHMENT A

PROGRAM DESCRIPTION: PRS Consultants, Inc – Company will provide a Licensed Clinical Alcohol and Drug Counselor (LCADC) to assume the responsibilities of the Jersey City Alliance Coordinator. Coordinator's responsibilities will included but are not limited to: coordinating all grant-related activities; acting as Chairperson with respect to all grant subcontracting agency meetings; pre-approving all grant-related expenditures for processing and subsequent payment; preparing all required programmatic and fiscal reporting to the Hudson County Department of Human Services and the Governor's Council on Alcoholism and Drug Abuse; actively participating in the Hudson County annual fiscal and programmatic site visit; and attending all Hudson County Alliance Steering Subcommittee (CASS) meetings.

PROJECT BUDGET:

Categories	Initial Allocation	*Second Allocation	Total
Personnel			
Consultant	$60,000.00		$60,000.00
Space Costs			
Consumables			
Travel			
Equip. Rent/Lease			
Others (Specify)			
Totals	$60,000.00		$60,000.00

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE

Alcohol & Drug Counselor Committee

HAS LICENSED

Paul G. Steffens
6 Tuscany Circle
Manchester NJ 08759

FOR PRACTICE IN NEW JERSEY AS A(N): LCADC

06/13/2016 TO 07/31/2018
VALID

37LC00128100
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Alcohol & Drug Counselor Committee
HAS LICENSED
Paul G. Steffens
LCADC

06/13/2016 TO 07/31/2018
VALID
SIGNATURE

37LC00128100
License/Registration/Certificate #

ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:
Alcohol & Drug Counselor Committee
P.O. Box 45040
Newark, NJ 07101

PLEASE DETACH HERE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	P.R.S. CONSULTANTS, INC.
Trade Name:	
Address:	6 TUSCANY CIRCLE MANCHESTER, NJ 08759-6184
Certificate Number:	0576703
Effective Date:	May 20, 1991
Date of Issuance:	July 12, 2016

For Office Use Only:

20160712083235604

(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 employmentgoals 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): PAUL STEFFENS - PRESIDENT

Representative's Signature: Paul Steffens

Name of Company: PRS CONSULTANTS, INC.

Tel. No.: 732-674-5464 **Date:** 7/15/16

Certification 17475

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2015 to 15-AUG-2022

PRS CONSULTANTS, INC.
6 TUSCANY CIRCLE
MANCHESTER NJ 08759

Andrew P. Sidamon-Eristoff
State Treasurer

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

The contractor and the CITY of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121.01* 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 there unto, 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): PAUL STEFFENS - PRESIDENT
Representative's Signature: Paul Steffens
Name of Company: PRS CONSULTANTS, INC.
Tel. No.: 732-674-5464 **Date:** 7/15/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: PRS CONSULTANTS, INC.

Address: 6 TUSCANY CIRCLE, MANCHESTER, NJ 08759

Telephone No.: 732-674-5464

Contact Name: PAUL STEFFENS

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	PRS Consultants, Inc.		
Address:	6 Tuscany Circle		
City:	Manchester	State: N.J.	Zip: 08759

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

Signature	Printed Name	Title
Paul Steffens	Paul Steffens	President

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
Not Applicable			

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$
Not Applicable			

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

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part…

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: …; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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 *City of Jersey City* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Steven M. Fulop	**Councilman Richard Boggiano**
Council President Rolando R. Lavarro, Jr.	**Councilman Michael Yun**
Councilwoman at Large Joyce E. Watterman	**Councilwoman Candice Osborne**
Councilman at Large Daniel Rivera	**Councilwoman Diane Coleman**
Councilman Frank Gajewski	
Councilman John Hallanan	

Part II – Ownership Disclosure Certification

[redacted] 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 [redacted] Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Paul Steffens	6 Tuscany Circle, Manchester, New Jersey 08759
Rosemarie Steffens	6 Tuscany Circle, Manchester, New Jersey 08759

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: PRS Consultants, Inc.
Signature of Affiant: Paul Steffens Title: President
Printed Name of Affiant: Paul Steffens Date: 7/12/16

Subscribed and sworn before me this 12 day of July, 2016.

My Commission expires:

ROSEANNE FEIMER
Notary Public
State of New Jersey
My Commission Expires Oct. 24, 2016
I.D.# 2351562

(Affiant)
Paul Steffens - President
(Print name and title of affiant) (Corporate Seal)

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

PART I - Vendor Affirmation

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

Signed: Paul Steffens Title: President

Print Name: Paul Steffens Date: 7/12/16

Subscribed and sworn before me
this day 12 of July, 2016.

My Commission expires:

ROSEANNE FEIMER
Notary Public
State of New Jersey
My Commission Expires Oct. 24, 2016
I.D.# 2351562

(Affiant)

Paul Steffens – President
(Print name & title of affiant) (Corporate Seal)

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

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

City Clerk File No. Res.16.649

Agenda No. 10.U

Approved: SEP 28 2016

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-432 on June 10, 2015 reauthorizing and amending a professional services agreement with ERFS, LLC, 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 as the City of Jersey City requires the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. pursuant to a consent judgment entered into by Jersey City and PPG; and

WHEREAS, PPG Industries is required to make $350,000 in payments for experts to be retained by Jersey City; and

WHEREAS, ERFS, Inc. is qualified to monitor the remediation being performed by PPG and can do so for the year 2016 at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$50,000**; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, ERFS, has completed and submitted a Business Entity Disclosure Certification 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 ERFS from making any reportable contributions during the term of the contract; and

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

WHEREAS, ERFS 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, in addition ERFS, Inc. have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds are available for the costs of these services in Account No. **04-226-55-000-037.**

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

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.649

Agenda No. 10.U SEP 28 2016

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

1. An agreement is awarded to ERFS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, for a total amount to be increased by an additional **$50,000.**

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.: **04-226-55-000-037** for payment of this resolution. P.O. NO - 122222

Donna Mauer, Chief Financial Officer

:igp
8/30/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
For Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

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

ERFS, Inc. continues the remediation of the PPG former chromate site on Garfield Avenue and other sites being remediated by PPG.

Cost (Identify all sources and amounts)

$50,000
Account No. 04-226-55-000-037

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

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **ERFS, Inc.**, 2150 Highway 35, Suite 250, Sea Girt, NJ 08750 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected an Engineer as an independent contractor to perform an environmental investigation and remediation of the PPG former chromate manufacturing site on Garfield Avenue and other sites being remediated by PPG in connection with the Judicial consent Order entered in between the City, PPG and the DEP.

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. <u>Continuing Obligation</u>.

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. <u>Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval</u>.

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 $50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside

Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

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 overheard 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.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

ERFS, INC.

_____

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 employmentgoals 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 — ATTACHED

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): DAVID SPADER, SVP

Representative's Signature: [signature]

Name of Company: ENVIRONMENTAL REMEDIATION & FINANCIAL SERVICES, LLC

Tel. No.: 732-774-3570 **Date:** 8/11/16

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

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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 there unto, 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: DAVID SPADER / SVP
Representative's Signature: [signature]
Name of Company: ENVIRONMENTAL REMEDIATION & FINANCIAL SERVICES, LLC
Tel. No.: 732-970-3570 **Date:** 8/11/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: ENVIRONMENTAL REMEDIATION & FINANCIAL SERVICES, LLC

Address: 2150 HIGHWAY 35, SUITE 250, SEA GIRT, NJ 08750

Telephone No.: 732-974-3570

Contact Name: MARK VIGNERI

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

ERFS, LLC

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).

CITY OF JERSEY CITY

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
MARK VIGNERI 100%	113 DARTMOUTH AVE
	POINT PLEASANT BEACH
	NEW JERSEY 08742

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: ERFS, LLC

Signed: [signature] Title: SVP

Print Name: DAVID STADEL Date: 8-11-16

Subscribed and sworn before me this 11 day of August, 2016

My Commission expires: August 18 2018

[signature] (Affiant)

Ailin Baez Head Teller

(Print name & title of affiant) (Corporate Seal)

AILIN E. BAEZ
Notary Public, State of New York
No. 01BA6310055
Qualified in Bronx County
Commission Expires August 18, 2018

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 ERFS, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding AUGUST 1, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ERFS, 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: ENVIRONMENTAL REMEDIATION & FINANCIAL SERVICES, LLC

Signed _____ Title: SVP

Print Name: DAVID SPADER Date: 8/11/16

Subscribed and sworn before me
this 11 day of August, 2016
My Commission expires: August 18 2018

_____ (Affiant)

Ailin Baez Head Teller
(Print name & title of affiant) (Corporate Seal)

AILIN E. BAEZ
Notary Public, State of New York
No. 01BA6310055
Qualified in Bronx County
Commission Expires August 18, 2018

**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.

G:\WPDOCS\RENEW\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

Vendor Name:	ENVIRONMENTAL REMEDIATION FINANCIAL SERVICES LLC		
Address:	2150 HIGHWAY 35, SUITE 250		
City:	SEA GIRT	State: NJ	Zip: 08750

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

Signature	Printed Name	Title
	DAVID SPADER	SVP

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE	NONE		N/A

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES LLC
Trade Name:	
Address:	2150 HIGHWAY 35, SUITE 250 SEA GIRT, NJ, NJ 08750
Certificate Number:	1029092
Effective Date:	November 28, 2003
Date of Issuance:	February 03, 2012

For Office Use Only:

20120203085515082

Certification 48085

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2012 to 15-FEB-2019

ENVIRONMENTL REMEDIATION & FINANCIAL SVCS LLC
2150 HIGHWAY 35 SUITE 250
SEA GIRT NJ 08750

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16.650

Agenda No. 10.V

Approved: SEP 28 2016

TITLE:

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITYAND THE JERSEY CITY POLICE DEPARTMENT IN THE MATTER OF MATTHEW KILROY V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City has been named in a Complaint filed by City employee Matthew Kilroy in Superior Court of New Jersey seeking attorneys fees for his attorney's appearance at a one-day formal hearing; and

WHEREAS, the firm of Apruzzese, McDermott, Mastro & Murphy is qualified to perform these services and will provide these services at the rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$75,000**; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, N.J.S.A. 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 City's Corporation Counsel has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, the law firm of Apruzzese, McDermott, Mastro & Murphy 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 from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Apruzzese, McDermott, Mastro & Murphy have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No. **16-14-298-56-000-856**; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of a contract to Apruzzese, McDermott, Mastro & Murphy to represent the City of Jersey City and the Jersey City Police Department, for a total amount of **$50,000**, including expenses is hereby ratified.

City Clerk File No. Res. 16.650

Agenda No. 10.V SEP 28 2016

TITLE:

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITYAND THE JERSEY CITY POLICE DEPARTMENT IN THE MATTER OF MATTHEW KILROY V. CITY OF JERSEY CITY, ET AL.

2. The term of the contract is one year effective as of January 27, 2016.

3. 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.

4. The agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

5. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

7. 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.

8. Resolution 15-892 adopted on January 13, 2016, is hereby rescinded.

I hereby certify that there are sufficient funds available in **Account No.: 16-14-298-56-000-856**.

Matthew Hogan, Risk Manager

:lgp
9/19/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 6-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITYAND THE JERSEY CITY POLICE DEPARTMENT IN THE MATTER OF MATTHEW KILROY 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

A contract for representation pertaining to a Complaint filed by City employee in the matter of Matthew Kilroy v. City of Jersey City, therefore the City is retaining this firm.

Cost (Identify all sources and amounts)

$50,000.00
16-298-56-000-856

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

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Apruzzese, McDermott, Mastro & Murphy**, Somerset Hills Corporate Center, 25 Independence Blvd., Warren, NJ 07059, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Matthew Kilroy v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

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

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

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. <u>Continuing Obligation</u>.

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. <u>Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval</u>.

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. <u>Adherence to Ethical Standards</u>.

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. <u>Gratuities</u>.

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 $50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

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 overheard 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.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Apruzzese, McDermott, Mastro, & Murphy

_____

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

Item F. Americans with Disabilities Act

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. S121 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 there unto, 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: Barry Marell, Treasurer
Representative's Signature: Barry Marell
Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.
Tel. No.: 908-580-1776 **Date:** 8/31/16

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

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

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

Representative's Name/Title (Print): Barry Marell, Treasurer

Representative's Signature: Barry Marell

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776 **Date:** 8/31/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Apruzzese, McDermott, Mastro & Murphy, P.C.

Address: Somerset Hills Corporate Center, 25 Independence Blvd., Warren, NJ 07059

Telephone No. : 908-580-1776

Contact Name: Barry Marell

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X 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

Item L. Certification of Compliance (Ord. 08-128)

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 Apruzzese, McDermott, Mastro & Murphy, P.C. (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 Apruzzese, McDermott, Mastro & Murphy, P.C. (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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed Barry Marell Title: Treasurer
Print Name Barry Marell Date:

Subscribed and sworn before me
this 31 day of August, 20 16.
My Commission expires: Clara M. Longo (Affiant)

CLARA M. LONGO
A Notary Public of New Jersey
My Commission Expires 1/31/19

(Print name & title of affiant) (Corporate Seal)
Barry Marell, Treasurer

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

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
APRUZZESE,MCDERMOT,MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
0034804

ADDRESS:
25 INDEPENDENCE BLVD
WARREN NJ 07059

ISSUANCE DATE:
08/31/04

EFFECTIVE DATE:
07/22/70

Acting Director

FORM-BRC(08-01)

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

Certification: 8149

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2012 to 15-MAY-2019

APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.
25 INDEPENDENCE BOULEVARD
WARREN TOWNSHIP NJ 07059

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 16.651

Agenda No. 10.W

Approved: SEP 28 2016

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF CHASAN, LEYNER & LAMPARELLO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE CITY OF JERSEY CITY V. PPG INDUSTRIES, INC.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution No. 15-179 on March 11, 2015 authorizing a professional services agreement with the law firm of Chasen, Leyner & Lamparello, 300 Harmon Meadow Blvd., Secaucus, NJ 07094 to represent the City of Jersey City in the matter of *City of Jersey City v. PPG Industries, Inc.* regarding the remediation and restoration of various properties as indicated in the Judicial Consent Order; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent the City of Jersey City in this matter; 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 **$34,340.15**; and

WHEREAS, Chasan, Leyner & Lamparello, possesses the skills and expertise to perform these services; 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, Chasan, Leyner & Lamparello submitted a Qualification Statement in response to the City's RFQ; and

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

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Chasan, Leyner & Lamparello has completed and submitted a Business Entity Disclosure Certification 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 Chasan, Leyner & Lamparello from making any reportable contributions during the term of the contract; and

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

WHEREAS, Chasan, Leyner & Lamparello 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: 04-226-55-000-037.**

City Clerk File No. Res. 16.651

Agenda No. 10.W SEP 28 2016

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF CHASAN, LEYNER & LAMPARELLO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE CITY OF JERSEY CITY V. PPG INDUSTRIES, INC.

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

1. The agreement with the law firm of Chasan, Leyner & Lamparello is hereby reauthorized for a total amount of the remaining balance from the previous contract in the amount of **$34,340.15**, including expenses.

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.: **04-226-55-000-037** for payment of this resolution. P.O. #1116545

Donna Mauer, CFO

Donna Mauer, Chief Financial Officer

:igp
9/14/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF CHASAN, LEYNER & LAMPARELLO TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE CITY OF JERSEY CITY V. PPG INDUSTRIES, INC.

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

This is a continuation of a contract for representation pertaining to a Complaint filed by the City of Jersey City v. PPG Industries, Inc., therefore the City is retaining this firm.

Cost (Identify all sources and amounts)

Environmental Trust Fund Account No. 04-226-55-000-037

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Chasan, Leyner & Lamparello**, 300 Harmon Meadow Blvd., Secaucus, New Jersey 07094, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *City of Jersey City v. PPG Industries, Inc.*

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. <u>Continuing Obligation</u>.

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. <u>Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval</u>.

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. <u>Adherence to Ethical Standards</u>.

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. <u>Gratuities</u>.

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 $34,340.15.

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. <u>Invoicing Policy</u>.

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 overheard 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.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Chasan, Leyner & Lamparello

_____

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 employmentgoals 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): Michael D. Witt - Partner

Representative's Signature: [signature]

Name of Company: Chasan Leyner & Lamparello, PC

Tel. No.: 201-348-6000 **Date:** 9/8/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Chasan Leyner & Lamparello, PC

Address: 300 Lighting Way, Secaucus, NJ 07094

Telephone No.: (201) 348-6000

Contact Name: Michael D. Witt, Esq. - Partner

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

XXX 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 Chasan Leyner & Lamparello, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding September 1, 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 Chasan Leyner & Lamparello, PC (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:

Signed _____ Title: Partner
Print Name Michael D. Witt, Esq. Date: 9/8/16

Subscribed and sworn before me
this 8th day of September, 2016.
My Commission expires:

ANGELA LEON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/16/2016

(Affiant)

(Print name & title of affiant) (Corporate Seal)

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

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

CHASAN LEYNER & LAMPARELLO, PC

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 ☒ Professional Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Ralph J. Lamparello, Esq.	3 Downingtown Court, Warren, NJ 07059
Steven L. Menaker, Esq.	14 Sherwood Drive, Freehold, NJ 07728

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: Chasan Leyner & Lamparello, PC
Signed: [signature] Title: Partner
Print Name: Michael D. Witt, Esq. Date: 9/7/16

Subscribed and sworn before me this 8th day of September, 2016

My Commission expires:

ANGELA LEON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/18/2018

[signature] (Affiant)

(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

Vendor Name:	Chasan Leyner & Lamparello, PC		
Address:	300 Lighting Way		
City:	Secaucus	State: NJ	Zip: 07094

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

Signature	Michael D. Witt, Esq. Printed Name	Partner 9/8/14 Title & Date

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			$

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

01/21/05

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CHASAN LEYNER & LAMPARELLO, PC

TRADE NAME:

ADDRESS:
300 HARMON MEADOW BLVD
SECAUCUS NJ 07094-3621

SEQUENCE NUMBER:
0065175

EFFECTIVE DATE:
06/23/71

ISSUANCE DATE:
01/21/05

Director

FORM-BRC(08-01)

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

Certification 15710

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2015 to 15-NOV-2018

CHASAN LEYNER & LAMPARELLO, PC
300 HARMON MEADOW BLVD. 6TH FLOOR
SECAUCUS NJ 07094

Robert A. Romano
Acting State Treasurer

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

City Clerk File No. Res. 16.652

Agenda No. 10.X

Approved: SEP 28 2016

TITLE:

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP TO REPRESENT THE CITY OF JERSEY CITY TO SERVE AS SPECIAL COUNSEL IN THE MATTER OF CAL-HARBOR V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City has been named in a complaint filed in the Superior Court of New Jersey under Docket No. HUD-C-133-15 by Cal-Harbor v. City of Jersey City, et al. to enforce settlement agreements and releases with the City to obtain declaratory and injunctive relief from imposing increases to payment in lieu of taxes; and

WHEREAS, the City of Jersey City requires the services of an attorney to serve as Special Counsel to represent the City of Jersey City in connection with this matter; and

WHEREAS, the Corporation Counsel determined that it was necessary to appoint outside counsel to represent the City of Jersey City; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$75,000**; and

WHEREAS, the law firm of Riker, Danzig, Scherer, Hyland & Perretti, LLP possesses the skills and expertise to perform these services; and

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

WHEREAS, 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 Riker, Danzig, Scherer, Hyland & Perretti, LLP 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 Riker, Danzig, Scherer, Hyland & Perretti, LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Riker, Danzig, Scherer, Hyland & Perretti, LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Riker, Danzig, Scherer, Hyland & Perretti, LLP have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in **Account No.16-14-298-56-000-856**

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

1. The contract with the law firm of Riker, Danzig, Scherer, Hyland & Perretti, LLP is hereby authorized for a total amount not to exceed **$75,000.**

City Clerk File No. Res. 16.652

Agenda No. 10.X SEP 28 2016

TITLE:

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP TO REPRESENT THE CITY OF JERSEY CITY TO SERVE AS SPECIAL COUNSEL IN THE MATTER OF CAL-HARBOR V. CITY OF JERSEY CITY, ET AL.

2. 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. 16-14-298-56-000-856** for payment of this resolution.

Matthew Hogan, Risk Manager

:lgp
9/13/16

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 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP TO REPRESENT THE CITY OF JERSEY CITY TO SERVE AS SPECIAL COUNSEL IN THE MATTER OF CAL-HARBOR V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	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

Due to the specialized nature of this matter outside counsel is necessary. The firm of Riker, Danzig, Scherer, Hyland & Perretti, LLP are highly experienced and uniquely qualified to undertake this matter.

Cost (Identify all sources and amounts)

IFC
16-14-298-56-000-856

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

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Riker, Danzig, Scherer, Hyland & Perretti, LLP**, Headquarters Plaza, One Speedwell Avenue, Morristown, New Jersey 07962, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Cal-Harbor v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

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

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

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. **Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

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. <u>Invoicing Policy</u>.

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 overheard 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.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Riker, Danzig, Scherer, Hyland & Perretti, 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: _____

(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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Jonathan P. Vuotto, Partner
Representative's Signature:
Name of Company: Riker Danzig Scherer Hyland & Perretti LLP
Tel. No.: 973-451-8573 **Date:** August 10, 2016

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): Jonathan P. Vuotto, Partner

Representative's Signature:

Name of Company: Riker Danzig Scherer Hyland & Perretti LLP

Tel. No.: 973-451-8573 **Date:** August 10, 2016

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Riker Danzig Scherer Hyland & Perretti LLP

Address: One Speedwell Avenue, Morristown, New Jersey 07962-1981

Telephone No.: 973-538-0800

Contact Name: Jonathan P. Vuotto, Partner

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

_X_ 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 Riker Danzig Scherer Hyland & Perretti LLP (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 Riker Danzig Scherer Hyland & Perretti LLP (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: Riker Danzig Scherer Hyland & Perretti LLP

Signed _____ Title: Partner

Print Name Jonathan P. Vuotto Date: August 10, 2016

Subscribed and sworn before me
this 10th day of Aug. 2016
My Commission expires:

_____
(Affiant)

Jonathan P. Vuotto, Partner
(Print name & title of affiant) (Corporate Seal)

ANNE E. OLSEN
A Notary Public of New Jersey
My Commission Expires November 1, 2020

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

G:\WPDOCS\RENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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
None	

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: Riker Danzig Scherer Hyland & Perretti LLP

Signed: [signature] Title: Partner

Print Name: Jonathan P. Vuotto Date: August 10, 2016

Subscribed and sworn before me this 10th day of August, 2016

[signature]

My Commission expires:

ANNE E. OLSEN
A Notary Public of New Jersey
My Commission Expires November 1, 2020

[signature]
(Affiant)
Jonathan P. Vuotto, Partner
(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Riker Danzig Scherer Hyland & Perretti LLP		
Address:	One Speedwell Avenue		
City:	Morristown	State: NJ	Zip: 07962-1981

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

Signature	Jonathan P. Vuotto Printed Name	Partner Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
None			

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

Certification 1833

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2014 to 15-MAR-2017

RIKER, DANZIG, SCHERER, HYLAND & PERRETTI
ONE SPEEDWELL AVENUE
MORRISTOWN NJ 07962

Andrew P. Sidamon-Eristoff
State Treasurer

Sincerely,

John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
RIKER, DANZING, SCHERER, HYLAND & PERRET

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
1084257

ADDRESS:
ONE SPEEDWELL AVE
MORRISTOWN NJ 07962-1981

ISSUANCE DATE:
08/30/04

EFFECTIVE DATE:

Acting Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 16.653

Agenda No. 10.Y

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. IN CONNECTION WITH FRONT, SIDE FACADE AND BASEMENT SLAB ASSESSMENT AT ENGINE CO. #10 - 283 HALLADAY STREET, PROJECT NO. 2016-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting engineering firm in connection with structural engineering services to assess the front, side facade and basement slab at Engine Co. #10 - 283 Halladay Street; and

WHEREAS, the City did solicit a Request for Qualifications (RFQ) for General Engineering Services through the fair and open process, and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, a list of pre-qualified firms has been posted to the Jersey City Website; and

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc., 2 Broad Street, Suite 602, Bloomfield, New Jersey 07003 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated September 9, 2016 to provide services for a sum not to exceed $19,850.00; and

WHEREAS, Adams, Rehmann & Heggan Associates, Inc., have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from General Building Firehouse Repairs - Capital Account:

Account	P. O. #	Amount
04-215-55-900-990	122377	$19,850.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of Adams, Rehmann & Heggan Associates, Inc. for a lump sum fee not to exceed NINETEEN THOUSAND EIGHT HUNDRED FIFTY 00/100 DOLLAR ($19,850.00) for the contract period of Twelve (12) months;

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. IN CONNECTION WITH FRONT, SIDE FACADE AND BASEMENT SLAB ASSESSMENT AT ENGINE CO. #10 - 283 HALLADAY STREET, PROJECT NO. 2016-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

2. 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.;

3. A copy of this Resolution will be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference will be placed on file with this resolution; and

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-900-990 for payment of the above Resolution. PO 122377

RR/ab

September 14, 2016

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ for Corporation Counsel R.R. 9-16-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 PROFESSIONAL SERVICES CONTRACT TO ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. IN CONNECTION WITH FRONT, SIDE FACADE AND BASEMENT SLAB ASSESSMENT AT ENGINE CO. #10 - 283 HALLADAY STREET, PROJECT NO. 2016-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@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 services of a Professional Engineering Consultant are needed for structural assessment of the front, side façade and basement slab assessment at Engine Co. #10 – 283 Halladay Street. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Structural Analysis Report;
2. Drawings and Technical Specifications

Cost (Identify all sources and amounts)

$19,850.00.00 (General Building Firehouse Repairs – Capital Account)
04-215-55-900-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

The Division of Architecture solicited five (5) RFP from our list of pre-qualified consultants; however, only two (2) proposals were received from the following:

1. Adams, Rehmann & Heggan Associates, Inc. $19,850.00
2. KS Engineers, P.C. $25,000.00

I certify that all the facts presented herein are accurate.

Signature of Division Director **Date** 9/14/16

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 14, 2016

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture

SUBJECT : Engine Co. #10 - 283 Halladay Street - Front, Side Facade and Basement Slab Assessment
Project No. 2016-029
Re: Adams, Rehmann & Heggan Associates, Inc. (ARH)

This division received two (2) proposals from pre-qualified consultants for Structural Engineering Services in connection with Engine Co. #10 - 283 Halladay Street. They are as follows:

1.	Adams, Rehmann & Heggan Associates, Inc. (ARH)	$19,850.00
2.	KS Engineers, P.C.	$25,000.00

Attached for your consideration is the Resolution authorizing the award of a contract to Adams, Rehmann & Heggan Associates, Inc. connection with the front, side facade and basement slab assessment at Engine Co. #10 - 283 Halladay Street. ARH services include the following:

1. Structural Analysis Report; and
2. Drawings and Specifications

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

AGREEMENT

Agreement made this day of 2016, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Adams, Rehmann & Heggan Associates, Inc., 2 Broad Street, Suite 602, Bloomfield, New Jersey 07003** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Engineering Consultant** in connection with the City's **the Engine Co. #10 - Front, Side Facade and Basement Slab Assessment**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a **structural analysis of the front, side facade and basement slab at Engine Co. #10.**

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Engineering** services in connection with **structural analysis of the front, side facade and basement slab at Engine Co. #10.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Engineering** services in accordance with the Request for Proposals (RFP) prepared by the Division of Architecture dated **August 23, 2016** and the proposal prepared by the CONSULTANT dated **September 9, 2016.**

2. Such described services shall be performed during a period of **twelve (12) months.**

COPY

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

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated September 9, 2016 for a total cost not to exceed **Nineteen Thousand Eight Hundred Fifty Dollars ($19,850.00)**.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

A. Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.

B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.

C. Automotive Liability in the amount of $1,000,000 combined single limit.

D. Professional Liability in the amount of $2,000,000 per occurrence and in aggregate

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Engine Co. #10 - Front, Side Facade and Basement Slab Assessment, Project No. 2016-029.**

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

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

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

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

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

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

ARTICLE IX

Arbitration

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

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

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

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative Action Plan

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

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

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

   a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

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

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

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

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

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

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

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

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

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

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

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

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

ARTICLE XVI

Political Contributions Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

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

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

CITY OF JERSEY CITY

_____
ROBERT KAKOLESKI
Business Administrator

Date: _____

ATTEST

_____
ROBERT BRYNE
City Clerk

Date:_____

ATTEST:

_____

ADAMS, REHMANN, HEGGAN ASSOCIATES, INC.

BY:_____

APPROVED AS TO LEGAL FORM

_____
RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____
MATT HOGAN
Risk Manager

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

August 23, 2016

Mr. William England, PE, PP, CME, CPWN
Adams, Rehmann & Heggan Associates
2 Broad Street, Suite 602
Bloomfield, New Jersey 07003

SUBJECT: Engine Co. #10 - 283 Halladay Street- Structural Analysis
(Front, Side Facade and Basement Slab Assessment)
Project No. 2016-029
Quote for Structural Engineering Services

Dear Mr. England;

The City of Jersey City is looking to hire a professional structural consultant to assess the front and side facade as well as the basement slab and provide repair details and specifications for Engine Co. #10 - 283 Halladay Street, Jersey City, New Jersey 07305. The Division of Architecture hired a structural consultant in 2013 who prepared a report on the ground level floor slab at the apparatus bay to dispel rumors of imminent collapse (attached). The brick walls appear to need repointing, joints have widened to the point the bricks can easily be moved.

SCOPE OF WORK

- Conduct comprehensive inspection.
- Provide Engineering assessment report, signed by N.J. Licensed Engineer.
- Provide repair/repointing details and specifications as well as and any improvements that my be recommended.

INFORMATION TO BE INCLUDED IN PROPOSAL

Your proposal for the professional services shall include the following information:

1. Firm name (i.e., partnership, corporation, etc.)
2. Address (give address from where project would be administered).
3. Contact person.
4. Phone number.
5. Name of principals and New Jersey License registration numbers.
6. Name of key personnel who would be involved in the project with experience of each and years with firm.

COMPENSATION

COMPENSATION

The contract between the consultant and the City of Jersey City will provide for compensation to the consultant based on a lump sum amount not to be exceeded which shall include all reimbursable expenses.

The proposal shall also provide a schedule of hourly rates for those personnel anticipated to participate in the project. Hourly rates shall be inclusive of all expenses and shall be used as a basis for monthly billing under each category.

At the completion of the assessment, the consultant shall provide the Division of Architecture with one set of existing conditions drawings, in electronic Auto CAD format, with recommended reinforcement. Signed and sealed set of structural assessment documents shall be provided by the consultant.

MISCELLANEOUS

Attached is a standard professional services agreement with a list of insurance requirements which the consultant shall purchase and maintain during the project term. Insurance certificates will be required in order to execute the agreement. Please review the requirements carefully. In addition, the consultant awarded the contract is required to fill out and return the required Affirmative Action statements.

Prior to submitting your proposal, the consultant should review the existing conditions at the site. Access should be coordinated with our office during normal working hours.

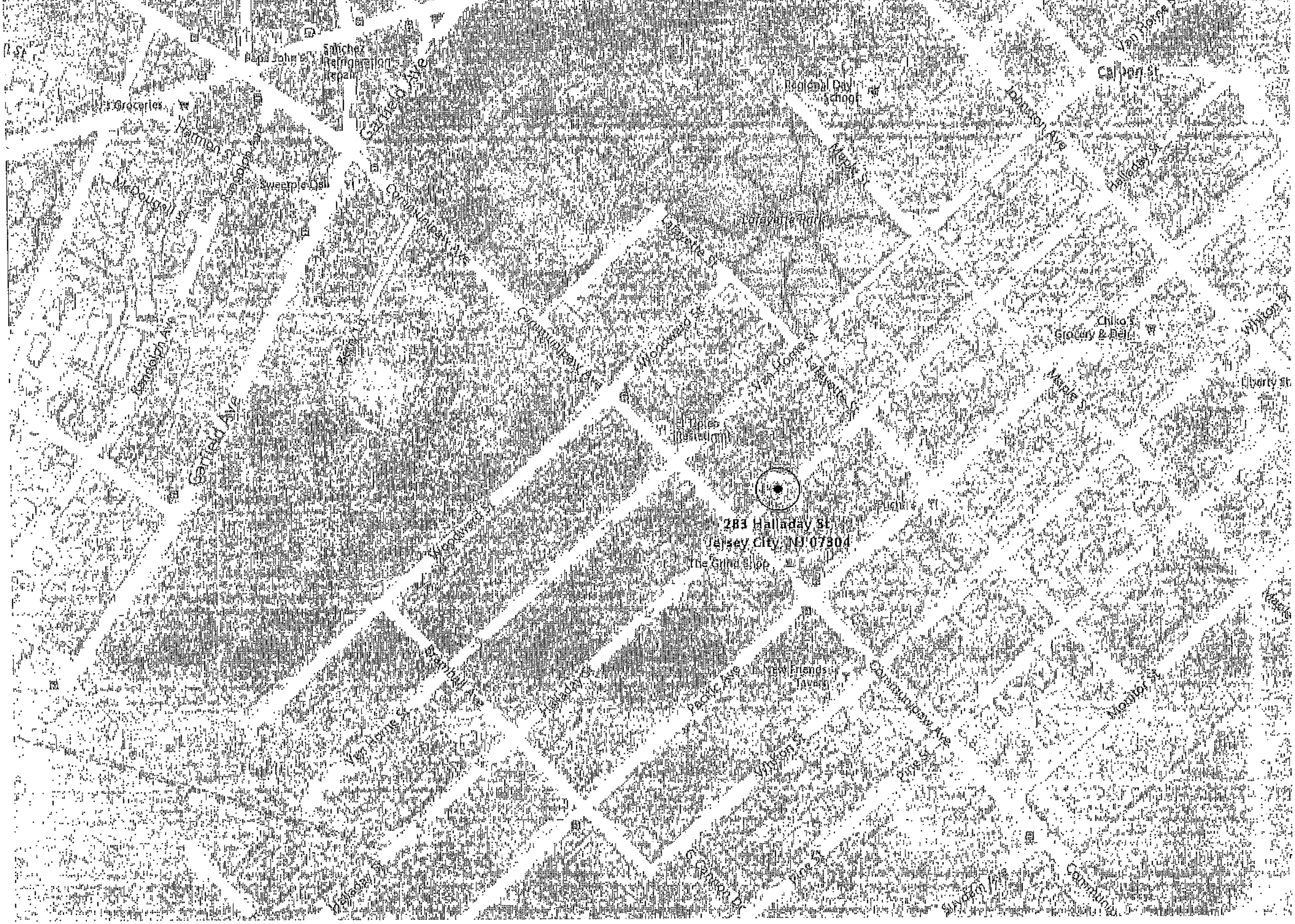
In preparing your proposal, do not qualify or limit the quantities for man-hours for specific tasks such as number of meetings, phone hours, etc. The intent of this quote is to contract for professional services to complete all tasks listed within a normal range of services.

If you are interested in the above work, kindly submit a written proposal addressed to me, with a a cover letter addressed and faxed to Mr. Peter Folgado, RPPO, QPA Purchasing Agent, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307, fax number is (201) 547-6586, by 4:00 P.M., **Friday, September 9, 2016.** DO NOT SEND PROPOSALS TO THE DIVISION OF ARCHITECTURE. **Provide a lump sum inclusive of all expenses for the work as herein outlined.** Award will be based on the ability to complete the work quickly at a competitive cost.

I look forward to hearing from you.

Sincerely,

BRIAN WELLER, LLA, ASLA
Director
ab
Attachments (Tax Map/Sample Agreement)
Site Photos and Slab Report
c: Peter Folgado, Purchasing Agent, RPPO, QPA


283 Halladay St
Jersey City, NJ 07304
The Grind Shop
New Friends Tavern
Regional Day School
Lafayette Park
Chiko's Grocery & Deli
Sanchez Refrigeration Repair
Papa John's
Sweetpie Deli
Garfield Ave
Communipaw Ave
Woodward St
Van Horne St
Lafayette St
Maple St
Halladay St
Pacific Ave
Bramhall Ave
Johnston Ave
Whiton St
Liberty St
Monitor St
Pine St
Harmon St
Randolph Ave
McDougall St
Caven Point Ave

ARH ASSOCIATES

Principals
Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

September 9, 2016

Brian Weller, LLA, ASLA
Director, Division of Architecture, Engineering, Traffic & Transportation
Jersey City Public Works Complex
13-15 Linden Ave. East
Jersey City, NJ 07305

Re: **Engine Co. #10 – 283 Halliday St – Structural Analysis**
Project No. 2016-029
Front, Side Facade and Basement Slab Assessment
Quote for Structural Engineering Services
ARH #2016.0586

Dear Brian,

On behalf of Adams, Rehmann & Heggan Associates (ARH), we are pleased to present this response to Request for Proposal for Structural Engineering Services for a Front, Side Facade and Basement Slab Assessment for Engine Co. #10, 283 Halliday St.

ARH is an award winning multi-disciplined engineering firm with over 40 years of experience representing public and private entities. ARH is also a third generation family owned firm, with a proven reputation of providing the highest level of technical expertise, responsiveness and attention to detail.

This past year ARH worked closely with the City of Jersey City providing engineering services after being awarded Engine Co. #4- 468 Ocean Avenue for a structural assessment of the front and side facades. ARH is prepared to continue providing professional services for the City while being timely and cost effective.

For this project, as we have done previously for Firehouse #4, we will be teaming with sub-consultant John J. McNally Architecture & Engineering for structural services due to his familiarity with similar structures. Mr. McNally will be providing structural inspection services for ARH, as he has over 35 years of experience and an expertise in complete architectural and structural design for buildings. John has specific and related experience with other firehouses of the same age, specifically in Atlantic City (with me when I was the City Engineer), and in Medford. Inspections will be conducted in accordance with published standards including ASTM STP 1444 and ASTM E2270.

Our team has visited the Firehouse and has spoken with the firemen on duty on 9/02/2016. As a result of our site visit and discussions, our team has prepared the following price quote:

Site Inspection & Report	$5,300
Drawings & Specifications	$14,550
Total Lump Sum Price Not to Exceed:	**$19,850**

As part of this proposal, the following are considered outside the scope of this proposal:

- State Historic Preservation Office (SHPO). We will however follow the guidelines of the Secretary of the Interiors Standards for Rehabilitation which is generally accepted by SHPO for repairs.
- Access equipment. It is presumed that the Fire Company will provide access with a ladder truck, or as needed for us to complete our inspections.
- Interior modifications. The proposal is limited to the exterior façade and basement slab only.
- Destructive testing/access.
- Other services not specifically identified as included in this scope of work.
- Bidding/construction services.

Any of the services noted above can be provided if requested, in accordance with the schedule of hourly rates included herein. For the scope of work detailed above, the preliminary schedule to complete this work is approximately 9-10 weeks, weather and access permitting.

In accordance with the Proposal Requirements, we have provided the requested proposal information on the following page, as well as project team resumes and rate card.

Should you have any questions, need any additional information, or wish to discuss any aspect of this proposal, please don't hesitate to contact me any time at 973-337-8562. On behalf of the ARH team, we thank you for this opportunity and appreciate your consideration.

Sincerely,

William England, PE, PP, CME, CPWM
Senior Project Manager

Enclosures: Required Proposal Information
Project Team Resumes
Standard Rate Card

cc: John McNally, PE, AIA, LEED AP

Required Proposal Information

1. **Firm Name:** Adams, Rehmann & Heggan Associates, Inc. (ARH)
ARH is a Subchapter S Corporation, Federal ID #22-2049623

2. **Address:** 2 Broad Street, Suite 602
Bloomfield, NJ 07003
All work for Jersey City will be performed from this office location.

3. **Contact:** William England, PE, PP, CME, CPWM will be the main point of contact, will oversee all production, and will attend all meetings and site visits.

4. **Phone:** 973-337-8562 / E-mail: wengl@arh-us.com

5. **Principals:** The following chart lists all ARH principals and their NJ License Registration numbers.

Name & Title	License
Richard Rehmann, President	Certified Geographic Information Systems Professional
Chris Rehmann, Chairman of the Board	NJ Professional Engineer & Land Surveyor #24GB01711900 NJ Professional Planner #33LI00207200
Richard Heggan, Vice President	NJ Professional Land Surveyor #24GS02749700 NJ Professional Planner #33LI00248200
Robert Heggan, Vice President	NJ Professional Land Surveyor #24GS01777500 NJ Professional Planner #33LI00098100

6. **Personnel:** Senior Project Manager William England, PE, PP, CME, CPWM, has over 30 years of experience and has been with ARH since 2014. Prior to joining ARH he was the Atlantic City In-House Municipal Engineer. He is a community-minded engineer and known for his technical excellence. He will be the main point of contact, attend all site visits and meetings.

John McNally, PE, AIA, LEED AP, of John J. McNally Architecture & Engineering will be providing structural services due to his specific and related experience with other firehouses of the same age, specifically in Atlantic City working with William England when he was the City Engineer. He has over 35 years of experience and an expertise in complete architectural and structural design for buildings.

William England and John McNally will both use the billing rate of $120 per hour.

Please see the following pages for their resumes which illustrate their expertise and experience.

William England, PE, PP, CME, CPWM

Senior Project Manager
Project Role: Project Manager

Profile

With over 30 years of experience and a reputation in the industry for technical excellence and a hands on management style, William joined the ARH team after serving as the Atlantic City In-House Municipal Engineer. He currently oversees all of the operations and production for ARH's office in Bloomfield Township, and oversees projects throughout the state.

William is known by clients, residents, contractors and public officials as a community-minded, highly accomplished, detail oriented professional with an expertise in engineering design and construction management. He is a proven leader as he has a strong history of managing multiple clients and design teams for a wide variety of public and private projects. William is a highly successful project manager as he is known for his effective communication, collaboration and decision making abilities. He has the ability to solve and rescue any size project or obstacle, and always ensures the highest level of QA/QC and client communication and retention.

Highlighted Projects

Bloomfield Township/Scientific Glass Open Space Site Design & Planning Project – ARH has been working closely with Bloomfield Township as the lead site engineer for this new open space park; providing services including engineering design, conceptual planning, environmental remediation, and LSRP services.

This is a unique and groundbreaking project for Bloomfield Township, who has worked for over a decade to acquire the site and create a combination recreation park and flood resiliency project to protect residents from regular flooding of Third River. The 18-acre site has been acquired by the Township after it was a former Scientific Glass site. ARH is working with developers, attorneys and Township officials as this land is being developed into an urban recreation site. The project is in conceptual design phase now, and will likely include multi-purpose recreation fields, trails, and a butterfly garden. The site also serves as flood control, and ARH provided wetland creation and enhancement, floodplain analysis and conceptual designs. ARH also is obtaining all permits and performing environmental studies as the site was in need of remediation.

As a result of the Townships efforts, Bloomfield Township was awarded the 2015 Governor's Environmental Award in the Land Conservation category for the purchase and plan to combine public park use with urban habitat and storm resiliency.

Education
NJ Institute of Technology
MS, Civil Engineering
BS, Civil Engineering

Licenses
NJ Professional Engineer
#24GE02555300
NJ Professional Planner
#33LI00229600

Certifications
Certified Municipal Engineer
Certified Public Works Manager #M-1786

Licensed in
New Jersey, New York, Pennsylvania, Delaware, Maryland, Florida, North Carolina, Ohio

Years of Experience: 30+

Membership
ASCE, NSPE, NJSPE, NJSME, ASFPM & NJAFM

Pending Certifications
Certified Floodplain Manager (CFM)

Areas of Expertise
- Site Planning & Design
- Municipal Services & Representation
- Construction Management
- Stormwater Management
- Land Use Board Representation

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 Adams, Rehmann and Heggan Associates, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 9/15/2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Adams Rehmann and Heggan Associates, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Adams Rehmann and Heggan Associates, Inc.

Signed _____ Title: Chief Development Officer

Print Name George Scott Date: 9/14/2016

Subscribed and sworn before me
this 14th day of Sept., 2016
My Commission expires:

(Affiant) George Scott
Chief of Development
(Print name & title of affiant) (Corporate Seal)

GINA M MERTIS
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 07/21/19

**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.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

[X] 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 [X] Subchapter S Corporation

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard S. Rehmann	875 Central Avenue, Hammonton, NJ 08037
Chris R. Rehmann	150 Golden Eagle Drive, Hammonton, NJ 08037
Richard A. Heggan	9 Moss View Lane, Hammonton, NJ 08037
Robert R. Heggan	10 Spruce Drive, Medford, NJ 08055

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: Adams Rehmann and Heggan Associates, Inc.

Signed: [signature] Title: Secretary

Print Name: Loretta G Rehmann Date: 9/14/16

Subscribed and sworn before me this 14th day of September, 2016

My Commission expires:

[signature]

GINA M MERTIS
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 07/21/19

[signature]
(Affiant)

L.G. Rehmann
(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Adams Rehmann and Heggan Associates, Inc.				
Address:	215 Bellevue Avenue,				
City:	Hammonton	State:	NJ	Zip:	08037

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

Signature	Printed Name	Title
	Gary Scott	Chief of Development

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
	Attached		

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

Contributer Name	Reciepient Name	Date	Amount
ARH Assoicates	EFOARM	5/26/2016	$ 500.00
ARH Assoicates	NJ First	2/11/2016	$ 3,000.00
ARH Assoicates	Central Jersey Working Families PAC	3/3/2016	$ 300.00
ARH Assoicates	NJ First	3/3/2016	$ 2,000.00
ARH Assoicates	South Jersey Young Democratic Organization	6/16/2016	$ 500.00
ARH Assoicates	General Majority PAC	7/1/2016	$ 5,000.00
ARH Assoicates	Brick Progress	8/19/2016	$ 1,000.00
ARH Assoicates	Essex County Democratic Committee	8/19/2016	$ 300.00
ARH Assoicates	Atlantic & Cape May County CLC C.O.P.E Fund	8/19/2016	$ 450.00
ARH Assoicates	Democrats 2000	8/19/2016	$ 500.00
ARH Assoicates	Brick Progress	8/24/2016	$ 400.00
ARH Assoicates	Edison Democratic Organization	8/31/2016	$ 300.00

(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 employmentgoals 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): Loretta G. Rehmann, Secretary

Representative's Signature:

Name of Company: Adams, Rehmann & Heggan Assoc. Inc.

Tel. No.: 609-561-0482 **Date:** 9/14/16

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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 there unto, 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: Loretta G.Rehmann, Secretary
Representative's Signature: [signature]
Name of Company: Adams, Rehmann & Heggan Assoc. Inc.
Tel. No.: 609-561-0482 Date: 9/15/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Adams, Rehmann & Heggan Assoc. Inc.

Address: 215 Bellevue Avenue, PO Box 579, Hammonton, NJ 08037

Telephone No. : 609-561-0482

Contact Name: Loretta G. Rehmann

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X 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 4250

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2014 to 15-APR-2017

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
850 S. WHITE HORSE PIKE, PO BX 579
HAMMONTON NJ 08037 2019

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.
Trade Name:	CIVIL SOLUTIONS
Address:	850 S WHITE HORSE PIKE HAMMONTON, NJ 08037-2019
Certificate Number:	0066374
Effective Date:	July 09, 1974
Date of Issuance:	January 27, 2014

For Office Use Only:

20140127143120958

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

City Clerk File No. Res. 16.654

Agenda No. 10.Z

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BATHROOM RENOVATIONS, PROJECT NO. 2016-013 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting engineering firm in connection with mechanical, electrical, and plumbing (MEP) architectural services for the City Hall - Bathroom Renovations; and

WHEREAS, the City has solicited and received quotes from the following firms:

DLB Associates	$25,000.00
Associated Technology, Inc.	$24,500.00
Arcadis-US, Inc.	Did Not Submit

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 City's Director of Architecture has determined and certified in writing that the value of the contract exceeds $17,500.00; and

WHEREAS, DLB Associates, 265 Industrial Way West, Eatontown, New Jersey 07724 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated August 29, 2016, which the Division of Architecture considers reasonable; and

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

WHEREAS, DLB Associates submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, these funds are available for this expenditure from Various City Buildings - Capital Account:

04-215-55-941-990 P.O. No. 122378 $25,000.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 16.654

Agenda No. 10.Z SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BATHROOM RENOVATIONS, PROJECT NO. 2016-013 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DLB Associates for a lump sum fee not to exceed TWENTY-FIVE THOUSAND 00/100 DOLLARS ($25,000.00) for the contract period of twelve (12) months;

2. 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.;

3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-941-990 for payment of the above Resolution. PO 122378

RR/ab

September 14, 2016

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

R.R. 9-16-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 PROFESSIONAL SERVICES CONTRACT TO DLB ASSOCIATES IN CONNECTION WITH ELECTRICAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BATHROOM RENOVATIONS, PROJECT NO. 2016-013 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@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 services of a Professional Architectural Consultant are needed to provide electrical HVAC, IT infrastructure design to current code, drawings and specifications, and construction administration for the City Hall – Bathroom Renovations project. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Pre-design and Schematic;
2. Contract Documents;
3. Bidding and Construction Administration (includes preconstruction and punchlist); and
4. Site Meetings (15) visits.

Cost (Identify all sources and amounts)

$25,000.00 (General Buildings)
04-215-55-941-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Two (2) proposals were received from the following:

DLB Associates	$25,000.00
Associated Technology, Inc.	$24,500.00
Arcadis-US, Inc.	Did Not Submit

I certify that all the facts presented herein are accurate.

Signature of Division Director **Date** 9/15/16

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 14, 2016

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture

SUBJECT : City Hall - Bathroom Renovations
Project No. 2016-013
Re: DLB Associates

This office has received two (2) proposals for electrical Architectural services in connection with the renovations to the bathrooms at City Hall. They are as follows:

DLB Associates	$25,000.00
Associated Technology, Inc.	$24,500.00
Arcadis-US, Inc.	Did Not Submit

Associates Technology, Inc. submitted the lower price, however, we recommend awarding the contract to DLB Associates who is currently working on the City Hall - Law Department Suite 301 Renovation and the private bathroom in room 315. We feel that they are already familiar with the plumbing system in City Hall and would make a more seamless process since the two projects will be going on around the same time.

Attached for your consideration is the Resolution authorizing the award of a contract to DLB Associates in connection with mechanical, electrical and plumbing (MEP) consulting services for the City Hall - Bathroom Renovations project. DLB Associates services are as follows:

1. Pre-design and Schematic;
2. Contract Documents;
3. Bidding and Construction Administration (includes preconstruction and punchlist); and
4. Site Meetings (15) visits.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture.

2. The City of Jersey City requires the professional services of mechanical, electrical, plumbing engineering consultant, DLB Associates.

3. The City received a quotation for services from DLB Associates a qualified consultant pursuant to N.J.S.A. 40A:11-1.

4. I recommend awarding this contract to DLB Associates.

5. The term of the contract twelve (12) months as of the date of contract award.

6. The estimated amount of the contract exceeds $17,500.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9/16/16

Brian F. Weller, A.S.L.A., L.L.A.,
Director

AGREEMENT

Agreement made this day of 2016, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **DLB ASSOCIATES, 265 Industrial Way West, Eatontown, New Jersey 07724** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Architectural Services** in connection with the City's **City Hall - Bathroom Renovations.**

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to the **renovations of the bathrooms at City Hall, 280 Grove Street.**

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Architectural** services in connection with the **City Hall - Bathroom Renovations.**

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural** services in accordance with the Request for Proposals (RFP) prepared by the Division of Architecture dated **August 15, 2016** and the proposal prepared by the CONSULTANT dated **August 29, 2016.**

2. Such described services shall be performed during a period of **twelve (12) months.**

COPY

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

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated August 29, 2016 for a total cost not to exceed **Twenty-Five Thousand Dollars ($25,000.00)**.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

A. Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.

B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.

C. Automotive Liability in the amount of $1,000,000 combined single limit.

D. Professional Liability in the amount of $2,000,000 per occurrence and in aggregate

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **City Hall - Bathroom Renovations, Project No. 2016-013.**

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

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

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

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

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

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

ARTICLE IX

Arbitration

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

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

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

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative Action Plan

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

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

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

   a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

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

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

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

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

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

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

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

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

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

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

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

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

ARTICLE XVI

Political Contributions Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

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

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

CITY OF JERSEY CITY

_____
ROBERT KAKOLESKI
Business Administrator

Date: _____

ATTEST

_____
ROBERT BRYNE
City Clerk

Date:_____

ATTEST:

_____

DLB ASSOCIATES

BY:_____

APPROVED AS TO LEGAL FORM

_____
RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

_____
MATT HOGAN
Risk Manager

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

August 15, 2016

DLB Associates
265 Industrial Way West
Eatontown, NJ 07724
Attn: Christopher Gallagher

Subject: City Hall Restroom Renovation
280 Grove Street Jersey City, NJ 07302
Request for Proposal (RFP)
Project No. 2016-013

Dear Mr. Gallagher:

The Jersey City Division of Architecture (JCA) is seeking professional services of an electrical and mechanical engineering consultant. The City of Jersey City is planning restroom renovations at City Hall, on the first, second, and third floors. The services shall include investigation, design and preparation of construction documents (plans and specifications) for all work necessary to match the architectural design requirements and effect code compliance for the entire renovation.

The architectural design and construction documents for the project will be performed by the JCA. The architectural and consulting engineering drawings and specifications will be combined and sent out as a complete contract to be publicly bid to general contractors.

Attached herein are schematic plans of the existing space for your consideration. The following is a brief description of each condition.

Site Description

City Hall: The building is a three story with structure, fully occupied. While the building is not listed on any historic register, it is within a historic district. Any addition/alternation to the exterior of the building shall be minimized and will require approval by the Jersey City Historic Preservation Commission. Currently the building is supplied with heat by a two pipe steam system. Cast iron radiators are located directly under each window opening stacking up vertically from the basement. Horizontal mains run throughout the basement. There isno

existing ventilation within the building and cooling is provided by the window units along the perimeter only.

SCOPE OF CONSULTING SERVICES

The consulting engineer shall provide the following services for the office renovation listed above and as described herein:

1. Field survey the existing site conditions (electrical and mechanical systems). Locate and identify existing utility services and expansion capacities as applicable. Perform all required destructive demolition and subsequent cleanup to identify all existing mechanical and electrical conditions in areas of new equipment placement (if needed).

2. Provide a preliminary design, preliminary cost estimate, including outline specifications indicating proposed systems to be included. Provide manufacturers' cut sheets for review and approval by the JCA.

3. Preparation of mechanical and electrical contract documents (drawings and specifications) for:

   A. Locate all new outlets, light switches, sinks, toilets, and urinals.

   B. Design new HVAC layout to service each restroom, modify the existing to meet all code requirements.

4. Preparation of probable cost of construction for final approved design.

5. Assistance in bid evaluation for related items and review of related subcontractors past performances. Provide the City with a letter of recommendation or denial of the respective low bid subcontractor.

6. Review and approval of shop drawings.

7. Periodic visits of the construction site. Anticipate two meetings per month, not to exceed ten (10) as per requested by JCA.

8. Provide punch lists at project substantial completion of related items.

Contract specifications shall be in AIA Masterspec format to maintain uniformity throughout the documents.

Contract documents must be in sufficient detail to minimize claims for additional compensations by the contractor. All items of work must be fully developed leaving no interpretation by the contractor. The City may require equal compensation from the consultant for change orders arising out of error and/or omissions on the consultants documents, if the error and/or omissions could have or should have been detailed or delineated on the construction documents.

INFORMATION TO BE INCLUDED IN PROPOSAL

Your proposal for the professional services shall include the following information:

1. Firm name (i.e., partnership, corporation, etc.)
2. Address (give address from where project would be administered).
3. Contact person.
4. Phone number.
5. Name of principals and New Jersey registration numbers.
6. Number of staff available for these projects specifying individuals functions.
7. Name of key personnel who would be involved in these projects with experience of each and years with firm.
8. List of outside consultants if necessary to be used on these projects with information outlined in Items 1 through 8 inclusive.
9. Related projects with statements of firm's involvement, including budget cost estimate and final cost of these projects. (The names and phone numbers of contact persons for each client is required).
10. Time schedule of your design for the project.
11. Provide us with a description of the extent to which the principal of your firm participate personally in design and supervision.

COMPENSATION

The contract between the consultant and the City of Jersey City will provide for compensation to the consultant based on lump sum amount not to be exceeded. These figures shall be broken down for the project into the percentages for each of the following categories:

DESIGN
CONSTRUCTION DOCUMENTS
CONSTRUCTION SUPPORT

The proposal shall also provide a schedule of hourly rates for those personnel anticipated to participate in these projects. Hourly rates shall be inclusive of all expenses and shall be used as a basis for monthly billing under each category.

At the completion of the design phases, the consultant shall provide the Division of Architecture with one set of reproducible AutoCad drawings and one set of specification sections for in-house printing and distribution through public bidding. Five (5) sets of signed and sealed sets of construction documents shall be provided by the consultant (post bid) for permit purposes and filing with any and all governing agencies requiring same.

MISCELLANEOUS

Attached is a standard professional services agreement with a list of insurance requirements which the consultant shall purchase and maintain during the project term. Insurance certificates will be required in order to execute the agreement. Please review the requirements carefully. In addition, the consultant awarded the contract is required to fill out and return the required Affirmative Action statements.

Prior to submitting your proposal, the consultant should review the existing conditions at the site. Access should be coordinated with our office during normal working hours. Additional drawings of the City Hall, Restroom Renovations are on file at the offices of the JCA Division of Architecture. All conditions as shown on the drawings must be verified.

In preparing your proposal, do not qualify or limit the quantities for man-hours for specific tasks such as number of meetings, phone hours, etc. It is the intent of this RFP to contract for professional services for complete construction documents of all tasks listed within a normal range of services.

Completed proposal should be submitted with one original and one copy in an 8-1/2" x 11" format to Jersey City Department of Administration, 13 Linden Ave. East, 2nd Floor. **Provide a lump sum cost and time frame for the work.** Award will be based on the ability to complete the work quickly at a competitive cost.

We look forward to hearing from you.

Respectfully,

Anna Rizzo

ANNA RIZZO
Architectural Assistant

BRIAN WELLER, LLA, ASLA
Chief Landscape Architect
Director Division of Architeture

DLB Proposal for Restroom Reno – 280 Grove Street

August 29, 2016

Mr. Brian Weller
Jersey City Division of Architecture
13 Linden Avenue East
Jersey City, NJ 07305

Re: Engineering Services for
Jersey City Hall – Restroom Renovations
280 Grove Street
Jersey City, NJ 07302
(DLB #b0193)

Dear Mr. Weller:

DLB Associates is especially well qualified having successfully completed numerous renovation improvement projects for both the public and private sector.

We are sincerely interested in this project and suggest the following professional services:

1.0 GENERAL DESCRIPTION

The project consists of the Restroom Renovations at City Hall on the first, second and third floors. No work outside this space is included, except for that which may be needed to implement the required MEP systems for the renovated areas as per the Schematic Architectural Design Documents dated August, 2016. A site visit was conducted on August 17, 2016, to review the existing conditions.

While not officially registered as a historic building, new systems shall be designed and implemented as if it were, i.e. the exterior façade in plain sight of the public shall not be altered.

2.0 REQUESTED QUALIFICATION INFORMATION:

The following information was requested in the advertised RFP:

1. Firm name: DLB Associates
2. Address: 265 Industrial Way West, Eatontown, NJ
3. Contact person: George A. Murawski, Principal
4. Phone number: (732) 927 -5010
5. Name of Principals and New Jersey registration numbers:
   - Don Beaty - 24GE02762500
   - Dan Dyer - 24GE04356200
6. Number of staff available for these projects specifying individuals' functions.
   - 5 MEP Engineers (See below)

7. Name of key personnel who would be involved and years with the firm
   - George Murawski – Principal / Project Manager - 19 years (47 in the industry)
   - Anthony Laskosky – Project Manager / Lead Electrical - 18 years
   - Dan Rehberg – Project Manager / Mechanical Engineer - 10 years
   - Chris Gallagher – Electrical Engineer - 9 years
   - Dan Grieshaber – Plumbing Engineer - 4 years
8. List of outside consultants if necessary to be used on this project: No outside consultants will be required.
9. Related projects with statements of firm's involvement, including budget cost estimate and final cost of these projects. (The names and phone numbers of contact persons for each client is required.)
   - Monmouth County Dept. of Health Relocation (included various restroom renovations)
   - Jersey City- Columbia Park Farmers Market & Electrical Outlets and Riverview Fiske Park Gazebo (familiar with Jersey City)
   - Fairview Library Renovation Design (included various restroom renovations)
   - Harrison Town Hall Annex Health Center (included various restroom renovations)
10. Time schedule of your design for the project:
    - We expect the Design Phase of this project to last 6-8 weeks.
11. Provide us with a description of the extent to which the principal of your firm participate personally in design and supervision.
    - Mr. Murawski will oversee the project and work closely with the team on each step of the project.

3.0 SCOPE OF DLB SERVICES

DLB Associates is proposing the following engineering services for this renovation, as requested in your written Proposal received on August 15, 2016:

- Structure / Finish:
  - No structural renovations are included in this project's scope per discussions during DLB's pre-proposal site visit – only partition walls which will be designed by the City of Jersey City Division of Architecture.
  - The existing spaces do not have a suspended ceiling with the exception of two (2) toilet rooms. Some MEP systems will need to be run exposed. DLB will minimize the use of chases where practical, and will confirm chase locations with the client.
- Heating:
  - Existing steam radiators in several restroom have been removed and it appears overhead concealed type cabinet heaters have been installed. It is assumed they are sufficient to meet the needs of the spaces they serve and if not, they will be replaced or modified to provide make-up air. There shall be no modifications to the existing steam heating system with the exception of extending the existing system for the new design.
  - All existing steam controls will be replaced with standalone thermostats.
- Cooling:
  - Not included in the Scope.

- Ventilation:
  - The existing spaces are not provided with outside ventilation air. The new exhaust system will include this code-mandated requirement. Ductwork will be routed up through the attic space where practical and exhaust to the flat roof. There shall be no penetration of the façade as described above.
- Lighting:
  - The existing lighting and manual controls are to be removed in their entirety.
  - DLB will select new basis-of-design suspended direct / indirect lighting fixtures per discussions during our pre-proposal site visit.
  - DLB will perform footcandle calculations to confirm illumination levels are per IESNA recommendations.
  - Should the selected basis-of-design fixtures not be approved by the owner, DLB will provide the same design services for the lighting fixtures selected by the owner (maximum once).
  - New control devices (sensors) and bi-level lighting controls will be provided as per applicable code.
- Power:
  - The existing panelboard in the suite shall receive new interior bussing and breakers. Existing-to-remain branch circuits will be maintained and added circuits for the new exhaust and make-up air units.
  - This is based on the existing electrical having sufficient power.
- Fire Alarm:
  - The existing fire alarm system will be extended into the renovated areas as required by current code. Modern detection and notification appliances will be provided (it is impractical and not recommended to match the existing devices).

Predesign Phase:

DLB Associates will gather sufficient information to effectively execute the design from the kickoff of the Schematics thru Contract Documents. This phase will identify the client's needs and preferences. Predesign reduces the potential for redesign due to late input or feedback. The key DLB activities in this phase are:

- Code analysis
- Review existing drawings
- Identify demolition (performance based with guidelines for conducting the demolition work)

DLB Associates will identify the required capacities of utilities. Based on these requirements, the Owner will identify their desired point of interface for each utility. DLB will visit site two (2 man-days maximum) to understand the actual conditions, photograph, and review interface point, probable routing, and scope for source of all services defined above.

The above are by visual observations only. Where additional investigation is advisable to identify the true nature of concealed conditions or interface points, DLB will perform limited destructive demolition with the assistance of owner's facilities team for tools, ladders, debris removal, cleanup, etc. as may be required.

Items furnished by others and required by DLB prior to completion of this phase:

- Existing drawings, specifications, & shop drawings
- Owner standards, manufacturer preferences & device programming

DLB Proposal for Restroom Reno – 280 Grove Street

Mr. Brian Weller
August 29, 2016

Schematic Phase:

With input from the Client, DLB will prepare preliminary documents (mostly freehand) illustrating the general scope, scale, and relationship of project components for Client approval. The key DLB activities in this phase are:

- Hold one (1) Kickoff Meeting to establish communication strategy, schedule, design criteria, quality level of equipment & systems, and deliverables by each party.
- Prepare conceptual diagrams, identify general space requirements, and suggest location of key components. Prepare simple graphic representation of:

Power	Lighting Switching Coverage
Exhaust Coverage	Space Requirements
Floor Plan Coverage / Electric Panels	Hot & Cold Water
Sanitary	

Prepare construction cost estimates using square foot costs with adjustments.

Items furnished by others and required by DLB:

- Full size plots and AutoCAD files of the project for DLB's use in preparing the above scope.

Contract Document Phase:

With input from the Client, DLB will prepare final Contract Documents based on the approved Schematic Design Documents. These Documents will detail the requirements for construction of this Project including bidding. The key aspects included are preparing final drawings and MasterSpec book specifications.

Bidding & Construction Phases:

DLB Associates will respond to bidder's questions, and produce addenda. When requested, review list of prospective bidders. The key activities performed by DLB in this phase are:

- **Conferences:** A preconstruction conference with the successful bidder is included. Prebid conference and bid opening are not included.
- **Clarification:** Respond to clarifications, review, comment, and process change order requests.
- **On-Site Visits:** Provide a maximum of fifteen (15) field visits (includes preconstruction and punchlist).
- **Punchlist:** We will prepare a final punchlist.
- **Review Shop Drawings:** This proposal is based on at least 50% of the submittals being accepted without the need for resubmittal and the remaining 50% or less being resubmitted only once.
- **Changing Contractors:** Changing Contractors after award will be considered additional services.

4.0 FEE / FINANCIAL

PHASE	DESCRIPTION	FEE TYPE	FEE
01	Predesign	Fixed	$2,300
02	Schematic	Fixed	$1,500
03	Contract Documents	Fixed	$9,000
04	Bidding and Construction Admin	Fixed	$4,800
05	Site Meetings	Fixed	
	Base ten (10) Meetings		$5,000
	Additional five (5) Meetings		$2,400
		TOTAL	$25,000

Reimbursable expenses are included in the above fee. This includes three (3) sets of signed and sealed sets of project documentation with any additional sets being invoiced as additional services.

The billing rate for staff members anticipated to provide services is listed below.

HOURLY RATES FOR ADDITIONAL SERVICES					
Admin	$60	Engineer / Designer	$100	Construction Specialist	$125
BIM / CAD Operator	$85	Senior Commissioning Agent	$150	Project Manager	$150
IT / AV Technician	$100	Senior Engineer / Designer	$125	Senior Project Manager	$175
Commissioning Agent	$125	I / E Analyst	$125	Principal	$200

Overtime services will be billed at 1.5 times the standard hourly rate.

General Conditions:

Our services include plumbing, electrical, HVAC, and fire alarm. They do not include fire sprinkler, civil engineering, architecture, geotechnical, environmental or structural engineering.

- **Agency Reviews:** Design documents shall be prepared in sufficient detail for review by the Local Building Department if required.
- **Permit Drawings:** This proposal consists of a level of effort to develop engineering drawings and specifications suitable for permitting and bidding.
- **Space Accommodations:** This proposal is based on reasonable accommodations such as on the roof, above ceilings, in shafts and MEP rooms; if not, it will be billed as additional services.
- **Standards:** This proposal is based on using DLB standards for the drawings and specifications. Using other standards is available as an additional service.
- **General Contractor:** All the trades are to work as subcontractors to the General Contractor.
- **Voice / Data:** The system design is not included.

Our intent is to meet the same conditions as our Client. If the scope described in this proposal differs from yours, please identify and we will reconcile (often no impact on our fee).

DLB Proposal for Restroom Reno – 280 Grove Street

Mr. Brian Weller
August 29, 2016

Any additional services authorized will be billed at the additional rates noted below.

HOURLY RATES FOR ADDITIONAL SERVICES					
Admin	$60	Engineer / Designer.....	$100	Construction Specialist ...	$125
BIM / CAD Operator	$85	Senior Commissioning Agent ..	$125	Project Manager	$150
IT / AV Technician.....	$100	Senior Engineer / Designer.....	$125	Senior Project Manager ..	$175
Commissioning Agent.....	$100	I / E Analyst.....	$125	Principal	$200

We have received your email responses dated August 26, 2016, to the requests for information.

We look forward to working with you on this project and should you have any questions, please do not hesitate to contact this office.

Very truly yours,

DLB ASSOCIATES

George A. Murawski

George A. Murawski, Principal
(732) 292-5010
gmurawski@dlbassociates.com

Authorized by:

Name of Company

Authorized Signature

Typed Name & Date

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 DLB Associates Consulting Engineers, P(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 DLB Associates Consulting Engineers, PC (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: DLB Associates Consulting Engineers, PC

Signed _____ Title: Principal

Print Name Daniel Dyer, PE Date: June 22, 2016

Subscribed and sworn before me
this 22nd day of June, 2016.
My Commission expires:

MARGARET A. BENTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2019

_____
(Affiant)

Daniel Dyer, PE, Principal
(Print name & title of affiant)

(Corporate Seal)

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

Vendor Name:	DLB Associates Consulting Engineers, PC		
Address:	265 Industrial Way West		
City:	Eatontown	State: New Jersey	Zip: 07724

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

D Dyer	Daniel Dyer, PE	Principal
Signature	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE			

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE			

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

[X] 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 [X] Corporation [ ] Sole Proprietorship [ ] Subchapter S Corporation

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Donald L. Beaty	21 Vista Place, Red Bank, NJ 07701

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: DLB Associates Consulting Engineers, PC

Signed: [signature] Title: President

Print Name: Donald L. Beaty Date: 9-15-16

Subscribed and sworn before me this 15th day of September 2016

My Commission expires:

[signature]

MARGARET A. BENTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2019

(Affiant)

(Print name & title of affiant) (Corporate Seal)

(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 employmentgoals 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): Daniel Dyer, PE, Principal

Representative's Signature: D Dyer

Name of Company: DLB Associates Consulting Engineers, PC

Tel. No.: 732-774-2000 **Date:** June 22, 2016

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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 there unto, 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): Daniel Dyer, PE, Principal
Representative's Signature: DDyer
Name of Company: DLB Associates Consulting Engineers, PC
Tel. No.: 732-774-2000 **Date:** June 22, 2016

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : DLB Associates Consultant Engineers, PC

Address : 265 Industrial Way West, Eatontown, New Jersey 07724

Telephone No. : 732-774-2000

Contact Name : 732-774-5000

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 4810

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2014 to 15-JUN-2017

DLB ASSOCIATES
265 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724

Andrew P. Sidamon-Erlstoff
State Treasurer

07/26/11

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
DLB ASSOCIATES CONSULTING ENGINEERS, P.C

TRADE NAME:

ADDRESS:
265 INDUSTRIAL WAY WEST
EATONTOWN NJ 07724

SEQUENCE NUMBER:
0081999

EFFECTIVE DATE:
09/20/93

ISSUANCE DATE:
07/26/11

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC

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

[illegible]

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

City Clerk File No. Res. 16.655

Agenda No. 10.Z.1

Approved: SEP 28 2016

TITLE: **RESOLUTION OF THE CITY COUNCIL OF JERSEY CITY AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE WEST CAMPUS REDEVELOPMENT AREA**

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

WHEREAS, the City of Jersey City [City] has designated that certain area known as the West Campus Redevelopment Area as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the City has enacted the West Campus Redevelopment Plan by Ordinance 05-007 dated February 9, 2005, as amended and supplemented from time to time [Redevelopment Plan], in order to effectuate the redevelopment of the West Campus Redevelopment Area; and

WHEREAS, pursuant to P.L. 2009, c. 90, New Jersey City University [University] has determined to enter into public-private partnerships with HC West Campus Urban Renewal I, LLC, HC West Campus Urban Renewal II, LLC, KKF Block 1 Urban Renewal, LLC, and KKF Block 5B Urban Renewal, LLC [collectively, the Developers] with respect to the development of various portions of the West Campus Redevelopment Area commonly known by reference to the Redevelopment Plan as Block 1, Block 2, Block 3 and Block 5B; and

WHEREAS, the University and the Developers wish to collaborate with the Jersey City Redevelopment Agency [JCRA] and the City with respect to the redevelopment of the West Campus Redevelopment Area and the installation of infrastructure to support the same; and

WHEREAS, on July 13, 2016, the City finally adopted Ordinance Number 16-106 authorizing the issuance of bonds or notes to fund the installation of a portion of such infrastructure; and

WHEREAS, the City wishes to enter into a Memorandum of Understanding with the University, the Developers and the Agency to provide a framework for the implementation of the redevelopment of the Redevelopment Area, and the installation of the infrastructure work; and

WHEREAS, the rights and responsibilities of the City will be embodied in one or more future, definitive agreements, which will be subject to approval by the City,

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

Section 1. The above recitations are hereby incorporated herein as if set forth at length.

Section 2. The Mayor is hereby authorized to execute a Memorandum of Understanding in substantially the form attached hereto as Exhibit A, together with such additions, deletions and modifications as may be necessary or desirable in consultation with Corporation Counsel.

Section 3. The Mayor, Business Administrator, City Clerk, and other necessary City Officials and employees are hereby authorized, in consultation with Corporation Counsel, to undertake all actions and to execute and deliver any and all documents and agreements necessary to effectuate this Resolution.

Section 4. This Resolution shall take effect immediately.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0 9.26.16

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	✓		
HALLANAN	✓			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

EXECUTION COPY

STRUCTURING AND IMPLEMENTATION MEMORANDUM OF UNDERSTANDING

This **STRUCTURING AND IMPLEMENTATION MEMORANDUM OF UNDERSTANDING** ("**Memorandum**") is made as of the _____ day of _____, 2016, by and among **THE CITY OF JERSEY CITY** (the "**City**"), **THE JERSEY CITY REDEVELOPMENT AGENCY** (the "**Agency**"), **NEW JERSEY CITY UNIVERSITY** (the "**University**"), **HC WEST CAMPUS URBAN RENEWAL I, LLC** ("**HC I**"), **HC WEST CAMPUS URBAN RENEWAL II, LLC** ("**HC II**"), **KKF BLOCK 1 URBAN RENEWAL, LLC** ("**KKF 1**"), and **KKF BLOCK 5B URBAN RENEWAL, LLC** ("**KKF 2**") (collectively, the "**Parties**").

WHEREAS, over the last two decades, the University has found a need to expand its instructional space, student housing and other facilities; and

WHEREAS, together with this campus expansion, the University also desired to assist in the revitalization and redevelopment of the area surrounding the University's main campus, including by the implementation of mixed-use development incorporating retail, housing, structured parking and open space; and

WHEREAS, beginning in 1993, the University began to acquire and assemble a 21.3 acre site located to the west of its main campus, and now owns, among other parcels, the following properties which are the subject of this Memorandum: Block 21902.02, Lot 4; Block 21902.04, Lot 4; Block 21902.02, Lot 2; and Block 21902.04, Lot 2 (collectively, the "**Project Area**"); and **WHEREAS**, the City has designated the Project Area (collectively, the "**Redevelopment Area**") as an "Area in Need of Redevelopment" in

accordance with the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Redevelopment Law**"); and

WHEREAS, the City has enacted the West Campus Redevelopment Plan by Ordinance 05-007 dated February 9, 2005 (as amended and supplemented from time to time, including on February 13, 2008 and January 27, 2010, the "**Redevelopment Plan**"); and

WHEREAS, pursuant to P.L. 2009, c. 90 (the "**P3 Act**"), the University decided to enter into public-private partnerships with developers to develop portions of the Project Area; and

WHEREAS, on June 22, 2015, after consideration of responses to a request for proposals, the University authorized public-private partnerships with HC I (under its previous name HC West Campus I, LLC), HC II (under its previous name HC West Campus II, LLC), and KKF University Enterprises, LLC, ("**KKF Enterprises**"), predecessor in interest to KKF 1 and KKF 2 (each of HC I, HC II, KKF 1 and KKF 2 a "**Developer**" and collectively, the "**Developers**"); and

WHEREAS, on September 10, 2015, the New Jersey Economic Development Authority (the "**EDA**") approved the University's Higher Education Public Private Application, pursuant to the P3 Act, which incorporated the proposals of HC I, HC II, and KKF Enterprises; and

WHEREAS, HC I and the University have entered into a Project Development Agreement dated September 25, 2015 and a Ground Lease dated September 25, 2015, pursuant to which agreements it is expected that HC I will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.04, Lot 4 and commonly known by reference to the Redevelopment Plan as Block 3 with a mixed-use development

incorporating 163 residential rental units, approximately 10,048 square feet of retail space, and 177 parking spaces (the "**HC I Project**"); and

WHEREAS, HC II and the University have entered into a Project Development Agreement dated September 25, 2015 and a Ground Lease dated September 25, 2015, pursuant to which agreements it is expected that HC II will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.02, Lot 4 and commonly known by reference to the Redevelopment Plan as Block 2, with a mixed use development incorporating 167 residential rental units, approximately 11,472 square feet of retail space, and 167 parking spaces (the "**HC II Project**"); and

WHEREAS, KKF Enterprises and the University have entered into a Project Development Agreement dated September 21, 2015 and a Ground Lease dated September 21, 2015, which agreements have been assigned by KKF Enterprises to KKF 1, and pursuant to which agreements it is expected that KKF 1 will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.02, Lot 2 and commonly known by reference to the Redevelopment Plan as Block 1, with a mixed-use development incorporating approximately 152 residential rental units which include 8 home occupation units, approximately 11,903 square feet of space to be leased for retail, restaurant and other permitted commercial uses, approximately 16 on-site, surface parking spaces, and approximately 23 on-site, private garage spaces, with the right to lease approximately 123 parking spaces in an adjacent lot owned by the University on Block 21902.02, Lot 2 (the "**KKF 1 Project**"); and

WHEREAS, KKF Enterprises and the University have entered into a Project Development Agreement (each of the Project Development Agreements entered into by and between the University and a Developer a "**PDA**", and collectively, the "**PDAs**") dated

September 21, 2015 and a Ground Lease (each of the leases entered into by and between the University and a Developer a "**Ground Lease**", and collectively, the "**Ground Leases**") dated September 21, 2015, which agreements have been assigned by KKF Enterprises to KKF 2, and pursuant to which agreements it is expected that KKF 2 will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.04, Lot 2 and commonly known by reference to the Redevelopment Plan as Block 5B, with a residential development incorporating approximately 149 residential rental units, approximately 9,330 square feet of residential amenity space, and a parking garage that will contain 151 parking spaces (the "**KKF 2 Project**", and together with the HC I Project, the HC II Project, and the KKF 1 Project, the "**P3 Projects**"); and

WHEREAS, the Board of Trustees of the University adopted a Resolution dated June 22, 2015, authorizing and instructing Authorized Officers of the University to enter into any documents necessary and appropriate to complete the development of the P3 Projects; and

WHEREAS, the City Planning Board approved final subdivision for the P3 Projects on September 15, 2015; and

WHEREAS, on November 10, 2015, the City Planning Board reviewed the proposed P3 Projects pursuant to *N.J.S.A.* 40:55D-31, and found that the proposed plans and proposed P3 Projects were consistent with the Redevelopment Plan and the Master Plan of the City of Jersey City; and

WHEREAS, on June 15, 2016, the University submitted applications to the EDA requesting amended approvals to the P3 Projects to reflect the terms of the financing structure developed in accordance herewith ("**P3 Amended Applications**"); and

WHEREAS, on July 14, 2016, the EDA approved the P3 Amended Applications; and

WHEREAS, in connection with the subdivision of the Project Area and the implementation of the Redevelopment Plan, certain infrastructure must be acquired, constructed, implemented and/or installed in the Project Area (collectively, and as further described at Exhibit A hereto, the "**Infrastructure Work**", the Infrastructure Work and the P3 Projects collectively, the "**Redevelopment Projects**"); and

WHEREAS, the University has undertaken a portion of the Infrastructure Work and will undertake the remaining Infrastructure Work or will cause the remaining Infrastructure Work to be undertaken by one or more of the Developers; and

WHEREAS, in order to facilitate the development and implementation of the Redevelopment Projects and the development, redevelopment and revitalization of the Project Area, the City is willing to, subject to certain conditions as set forth herein, make funds available to the University from the proceeds of City obligations for a portion of the Infrastructure Work as further described herein; and

WHEREAS, in order to facilitate the undertakings contemplated hereby, the City wishes to exercise certain powers available to it under the Redevelopment Law, and wishes the Agency to exercise certain powers available to it as redevelopment entity for the Redevelopment Area under the Redevelopment Law; and

WHEREAS, the Parties have determined that the Agency has the experience and expertise to assist with the implementation of the Redevelopment Projects, including the establishment of a funding mechanism for the Infrastructure Work; and

WHEREAS, this Memorandum is in all respects subject to and contingent upon the execution and delivery by all parties of the written documents described herein in form and substance acceptable to each of the parties thereto,

NOW, THEREFORE, the Parties hereby agree to enter into good faith negotiations with respect to the proposed terms and conditions set forth herein:

ARTICLE I.

UNIVERSITY COMMITMENT WITH RESPECT TO INFRASTRUCTURE WORK

1.1 **Description of the Infrastructure Work**. In order for the Parties to develop a funding mechanism for the Infrastructure Work, the University must identify or cause to be identified each improvement for which financing is sought, in such detail, at a minimum, as set forth herein. For each improvement, this information includes: (a) a description of the improvement; (b) the estimated cost of the improvement, which shall include an identification of whether the estimate includes both hard and soft costs; (c) whether any cost of the improvement has been previously funded, and if so, how; (d) whether the improvement is not yet under construction, is currently under construction, or has already been completed and is proposed for acquisition by the City; (e) identification of the Party that will develop the specifications; (f) identification of the Party that will obtain approvals; (g) the status of permits and approvals required to construct the improvement; (h) identification of the Party that will construct the improvement; (i) identification of the Party that will operate and maintain the improvement; (j) identification of coordination among the Parties that is expected to be needed (e.g., does the improvement involve a

County road or another public body?); and (k) identification of the Party that will approve requisitions.

As of the date hereof, the University has provided that certain information with respect to the Infrastructure Work dated as of May 22, 2016, and attached hereto as Exhibit A. The University will cooperate with the Parties, including but not limited to bond counsel for the City, to provide any additional information that is necessary in connection with the financing of the Infrastructure Work.

1.2 **Plans and Specifications**. As of the date hereof, the University has provided the following plans and specifications previously developed with respect to the Infrastructure Work: the Phase I Roadway Infrastructure Bid Documents prepared by Langan Engineering dated August 18, 2014, the West Campus Master Plan dated September 11, 2015, the subdivision plan for the Project Area, and the Phase II Roadway Infrastructure Construction Documents prepared by Langan Engineering dated March 24, 2016. To the extent that further plans and specifications are developed hereafter, the University shall also provide such plans and specifications to the Parties as soon as reasonably possible.

1.3 **Prior Approvals and Agreements**. As of the date hereof, the University has provided copies of each of the PDAs and each of the Ground Leases. The University also shall provide copies of prior approvals and agreements with respect to the Redevelopment Projects, the Project Area and/or the Infrastructure Work, if requested by one of the Parties, as soon as reasonably possible after a request therefor. Such approvals and agreements may include, but shall not necessarily be limited to, any EDA approvals, the subdivision approval, any resolutions adopted by the University with respect to the same, building permits, soil disturbance permits, and other related construction approvals.

1.4 **Financial Information**. The University has requested that the City finance all of the Infrastructure Work described at Exhibit A hereto. The Parties acknowledge that the City, subject to the terms and conditions set forth herein, is willing to issue one or more series of short or long term obligations in a maximum aggregate principal amount not to exceed $16,000,000 to finance a portion of the Infrastructure Work. The Parties acknowledge that this amount encompasses a portion of the Infrastructure Work, and that it shall be the City's decision as to which improvements to finance. This decision may reflect factors such as the timing of installation of particular improvements, tax-exemption analysis, the ability to obtain grants for certain improvements, or any other factor deemed advisable by the City.

1.5 **Development of Financing Structure**. A preliminary financing structure is described at Section 3.2, below. The Parties will work collaboratively to finalize the financing structure, which may include long or short term general obligations of the City, special assessments, grants, lease or acquisition of one or more of the improvements, or any other financial structure acceptable to the Parties, and may or may not be reflected in any long term tax exemption granted by the City with respect to the P3 Projects.

ARTICLE II

TRANSACTION DOCUMENTS

2.1 **Escrow Agreement**. The Developers have entered into an escrow agreement with the Agency, which was acknowledged by the University, to cover the costs incurred by the City and/or the Agency hereunder, including but not limited to those costs incurred in developing the financing structure and in negotiating the Redevelopment Agreements defined below.

2.2 **Redevelopment Agreements**. Each of the Developers and the University were conditionally designated as redevelopers by the Agency on May 17, 2016, for a period of one hundred and twenty days therefrom, during which time each of the Developers and the University shall negotiate and enter into separate redevelopment agreements mutually acceptable to the parties thereto with respect to the Redevelopment Projects described herein (each a "**Redevelopment Agreement**" and collectively the "**Redevelopment Agreements**").

2.3 **Infrastructure Agreement**. Depending upon the financing structure and the Parties identified as those parties to construct and deliver the Infrastructure Work, the Parties may also enter into an "**Infrastructure Agreement**" governing responsibility for, timing of, and requisitions with respect to the Infrastructure Work.

2.4 **Ground Leases**. The Parties acknowledge that amendments to the Ground Leases with respect to the ground rent due thereunder will be necessary in order to reflect the terms of the financing structure developed in accordance herewith. Draft Ground Lease Amendments have been submitted to and approved by the EDA, which reflect the terms of the financing structure developed in accordance herewith. The principals of each Developer and the University have agreed upon the business terms, including the exact amount of rent reduction. The Parties acknowledge that these Ground Lease Amendments are subject to review by the Parties' counsel. The Parties shall work diligently to promptly finalize and execute these Ground Lease Amendments.

2.5 **Project Development Agreements**. The Parties acknowledge that amendments to the PDAs may be necessary in order to reflect the terms of the financing structure developed in accordance herewith.

2.6 **Financial Agreements**. On July 13, 2016, the City granted HC I and HC II long term tax exemptions for the HC I Project and the HC II Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq.* (the "**Exemption Law**") and City Executive Order #2015-007 and approved forms of financial agreements related thereto. The Parties acknowledge that KKF 1 and KKF 5B are seeking long term tax exemptions with respect to the KKF 1 Project and the KKF 5B Project pursuant to the Exemption Law and City Executive Order #2015-007 and financial agreements in accordance with the terms thereof (each a "**Financial Agreement**" and collectively, along with the HC I and HC II financial agreements, the "**Financial Agreements**"). The Parties further acknowledge that the ultimate financing structure may be reflected in the terms of any long term tax exemption granted by the City in connection with the P3 Projects.

2.7 **Other Financing Agreements**. In connection with the financing structure developed in accordance herewith, the Parties or several of them may enter into loan agreements, grant agreements, special assessment agreements, bond agreements, or any other agreements necessary to implement the financing structure.

2.8 **Bond Ordinance**. On June 29, 2016, the City considered on first reading a bond ordinance in an aggregate principal amount of $16,000,000 for the purpose of financing a portion of the Infrastructure Work (the "**Bond Ordinance**"). On July 13, 2016, after consideration on second reading of the Bond Ordinance, the City finally adopted the Bond Ordinance. The Bond Ordinance authorizes improvements in an aggregate principal amount not exceeding $16,000,000.

ARTICLE III

IMPLEMENTATION ACTIONS TO BE UNDERTAKEN BY THE PARTIES

3.1 **Implementation Actions to be Undertaken by All Parties**. (a) Cooperation. The Parties will work collaboratively in finalizing the financing structure and facilitating the transactions contemplated hereby. All Parties shall cooperate with City and Agency representatives and professionals, including but not limited to bond counsel and special counsel, and provide such information as may be requested by the City, the Agency and their respective representatives and professionals, including but not limited to such information as may be necessary to undertake a tax exemption analysis with respect to the financing structure.

(b) Implementation Timetable. All Parties will make commercially reasonable efforts to comply with the "**Implementation Timetable**" attached hereto as Exhibit B, as may be amended by mutual agreement of the Parties from time to time.

3.2 **Implementation Actions to be Undertaken by Individual Parties**. In addition to the actions common to all Parties set forth at Section 3.1 above, the essential respective actions of the Parties in connection with development of the financing structure, the facilitation of the transactions contemplated hereby, and the implementation of the Infrastructure Work and the Redevelopment Projects are as follows:

(a) The University. The University shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Acknowledge the Escrow Agreement entered into by and among the Agency and the Developers;

(2) As soon as is reasonably possible, provide to the Parties updated, revised or additional information concerning those items within the scope of Article I to the extent that such updated, revised or additional information is requested or is developed or becomes available during the pendency of this Memorandum;

(3) Cooperate with City and Agency representatives and professionals to provide any information needed to develop the financing structure and/or undertake a tax exemption analysis with respect to the same;

(4) Make such certifications and representations as may be necessary in order for the Infrastructure Work to be financed on a tax-exempt basis;

(5) In connection with the issuance of any portion of the Obligations, as defined below, provide a list of specific costs and expenditures of the Infrastructure Work sought to be reimbursed, including the purpose, the payee, and the date that the expenditure was paid, as well as invoices and any other documentation necessary to support such costs and expenditures;

(6) Make application to the Agency to be designated as a redeveloper pursuant to the Redevelopment Law;

(7) Negotiate and enter into a Redevelopment Agreement with the Agency;

(8) In accordance with the procurement laws and regulations govering the University, continue its good faith efforts to engage Jersey City residents and Jersey City businesses in the construction of the Infrastructure Work, as further to be set forth in the Redevelopment Agreement, such as the provision of notice of such opportunities to Jersey City residents;

(9) Negotiate and enter into amendments to the Ground Leases to effectuate the financing structure developed hereunder;

(10) Negotiate and enter into amendments to the PDAs, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(11) Seek amended approvals from the EDA pursuant to the P3 Act to effectuate the financing structure developed hereunder, one such amended approval having been granted by the EDA on July 14, 2016;

(12) Undertake the Infrastructure Work or cause the Infrastructure Work to be undertaken by one or more of the Developers;

(13) Cause the Infrastructure Work to be completed in accordance with the plans and specifications therefor;

(14) If requested by the City, offer for dedication to the appropriate public entity such portions of the Infrastructure Work as are eligible for dedication;

(15) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby; and

(16) NJCU will make a good faith effort to secure funding for a proposed rubber tire trolley and dedicated trolley lane as well as the associated shuttle service between University Place and the New Jersey Transit Light Rail station located on West Side Avenue. To the extent that: (a) such funding should be unavailable; and/or (b) the construction of a dedicated trolley lane proves to be economically unfeasible; then NJCU, will make a good faith effort to collaborate with the other University Place stakeholders to develop an economically feasible shuttle service that connects University Place with said Light Rail station.

(b) The City. The City shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Review the information provided by the University and cause the same to be reviewed and analyzed by such professionals and representatives of the City as are necessary to develop the financing structure and conduct a tax exemption analysis;

(2) Work collaboratively with the other Parties to develop the financing structure;

(3) On June 29, 2016, the City considered on first reading a bond ordinance in an aggregate principal of $16,000,000 for the purpose of financing a portion of the Infrastructure Work (the "**Bond Ordinance**"). The Parties expressly agree and acknowledge that in order to preserve maximum financing flexibility, the Bond Ordinance may authorize improvements in an aggregate principal amount exceeding $16,000,000. It shall be the City's sole decision as to which portions of the Infrastructure Work to finance;

(4) On July 13, 2016, after consideration on second reading of the Bond Ordinance, the City adopted the Bond Ordinance;

(5) Issue short or long term obligations (the "**Obligations**") pursuant to the Bond Ordinance in an aggregate principal amount not to exceed $16,000,000, subject to the following conditions. The City expects to issue the Obligations in four series, corresponding to the commencement of construction of each of the four P3 Projects, although the City may, in its sole discretion, elect to waive any of the following conditions and/or issue the Obligations more quickly. The following shall be conditions precedent to the issuance of each series of Obligations:

(i) Expiration of the estoppel period with respect to the Bond Ordinance;

(ii) Procurement by the University of approvals from EDA to make requisite amendments to the P3 approval;

(iii) Execution of a mutually acceptable Redevelopment Agreement by and between the University and the Agency;

(iv) Execution of a mutually acceptable Redevelopment Agreement by and between the respective Developer and the Agency;

(v) Execution of a mutually acceptable Financial Agreement pursuant to the Exemption Law by and between the respective Developer and the Agency;

(vi) Procurement by the respective Developer of all governmental approvals, permits, and financing necessary to commence and complete the respective P3 Project;

(vii) Commencement of construction by the respective Developer of the respective P3 Project, which for purposes of this Memorandum shall mean Procurement, as defined in (vi) above, and the mobilization of construction force and machinery ;

(viii) Completion of that portion of the Infrastructure Work to be financed with the respective series of Obligations in accordance with the plans, specifications and governmental approvals related thereto;

(ix) Provision by the University of a list of specific costs and expenditures of the Infrastructure Work sought to be reimbursed, including the purpose, the payee, and the date that the expenditure was paid, as well as invoices and any other documentation necessary to support such costs and expenditures; and

(x) Any other conditions precedent set forth in an Infrastructure Agreement or other agreements or official actions of the City;

(6) Cause the proceeds of each series of Obligations to be made available for the purposes set forth in the Bond Ordinance on the terms and conditions set forth in an Infrastructure Agreement or other agreements or official actions of the City; and

(7) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby.

(c) The Agency. The Agency shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Enter into the Escrow Agreement executed by the Developers and acknowledged by the University;

(2) Review the applications of the University and each of the Developers to be designated as redevelopers pursuant to the Redevelopment Law, and promptly act to effectuate such designation;

(3) No later than September 20, 2016, negotiate and enter into Redevelopment Agreements with the University and with each of the Developers;

(4) Implement the Redevelopment Agreements in aid of the financing structure developed hereunder and the transactions contemplated hereby; and

(5) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby.

(d) HC I. HC I shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Enter into the Escrow Agreement executed by the Agency and the other Developers and acknowledged by the University;

(2) Cooperate with City and Agency representatives and professionals to provide any information needed to develop the financing structure and/or undertake a tax exemption analysis with respect to the same;

(3) Make application to the Agency to be designated as a redeveloper pursuant to the Redevelopment Law;

(4) Negotiate and enter into a Redevelopment Agreement with the Agency;

(5) Negotiate and enter into a Financial Agreement with the City pursuant to the Exemption Law and the Executive Order;

(6) Enter into and comply with a Project Employment and Construction Agreement ("**PECA**") in connection with the Financial Agreement;

(7) Negotiate and enter into amendments to the Ground Lease, including those amendments submitted to and approved by the EDA regarding rent reduction, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(8) Negotiate and enter into amendments to the PDA, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(9) Take any further action necessary to assist the University in obtaining amended approvals from the EDA pursuant to the P3 Act, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder, one such amended approval being approved by the EDA on July 14, 2016; and

(10) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby.

(e) HC II. HC II shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Enter into the Escrow Agreement executed by the Agency and the other Developers and acknowledged by the University;

(2) Cooperate with City and Agency representatives and professionals to provide any information needed to develop the financing structure and/or undertake a tax exemption analysis with respect to the same;

(3) Make application to the Agency to be designated as a redeveloper pursuant to the Redevelopment Law;

(4) Negotiate and enter into a Redevelopment Agreement with the Agency;

(5) Negotiate and enter into a Financial Agreement with the City pursuant to the Exemption Law and the Executive Order;

(6) Enter into and comply with a PECA in connection with the Financial Agreement;

(7) Negotiate and enter into amendments to the Ground Lease, including those amendments submitted to and approved by the EDA regarding rent reduction, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(8) Negotiate and enter into amendments to the PDA, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(9) Take any further action necessary to assist the University in obtaining amended approvals from the EDA pursuant to the P3 Act, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder, one such amended approval being approved by the EDA on July 14, 2016; and

(10) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby.

(f) KKF 1. KKF 1 shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Enter into the Escrow Agreement executed by the Agency and the other Developers and acknowledged by the University;

(2) Cooperate with City and Agency representatives and professionals to provide any information needed to develop the financing structure and/or undertake a tax exemption analysis with respect to the same;

(4) Make application to the Agency to be designated as a redeveloper pursuant to the Redevelopment Law;

(5) Negotiate and enter into a Redevelopment Agreement with the Agency;

(6) Negotiate and enter into a Financial Agreement with the City pursuant to the Exemption Law and the Executive Order;

(7) Enter into and comply with a PECA in connection with a Financial Agreement;

(8) Negotiate and enter into amendments to the Ground Leases, including those amendments submitted to and approved by the EDA regarding rent reduction, to the

extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(9) Negotiate and enter into amendments to the PDAs, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(10) Take any further action necessary to assist the University in obtaining amended approvals from the EDA pursuant to the P3 Act, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder, one such amended approval being approved by the EDA on July 14, 2016; and

(11) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby.

(g) KKF 2. KKF 2 shall use commercially reasonable efforts to undertake the following actions in accordance with the Implementation Timetable:

(1) Enter into the Escrow Agreement executed by the Agency and the other Developers and acknowledged by the University;

(2) Cooperate with City and Agency representatives and professionals to provide any information needed to develop the financing structure and/or undertake a tax exemption analysis with respect to the same;

(4) Make application to the Agency to be designated as a redeveloper pursuant to the Redevelopment Law;

(5) Negotiate and enter into a Redevelopment Agreement with the Agency;

(6) Negotiate and enter into a Financial Agreement with the City pursuant to the Exemption Law and the Executive Order;

(7) Enter into and comply with a PECA in connection with a Financial Agreement;

(8) Negotiate and enter into amendments to the Ground Leases, including those amendments submitted to and approved by the EDA regarding rent reduction, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(9) Negotiate and enter into amendments to the PDAs, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder;

(10) Take any further action necessary to assist the University in obtaining amended approvals from the EDA pursuant to the P3 Act, to the extent that such amendments are necessary to effectuate the financing structure developed hereunder, one such amended approval being approved by the EDA on July 14, 2016; and

(11) Take any other action reasonably necessary, required or requested by a Party to facilitate the financing structure developed hereunder and the transactions contemplated hereby.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1 **Assignments**. No Party may assign or otherwise transfer this Memorandum or any of its rights, duties or obligations hereunder to any other person or entity without the express written consent of all of the other parties to this Agreement.

4.2 **Notices**. All notices, requests, demands and other communications required or permitted under the terms of this Agreement to be given, served upon or sent to the Parties will be sufficient in form if in writing and will be deemed to be duly given,

served or sent two (2) business days after deposit if delivered by registered or certified mail, postage and fees prepaid, in the United States mail; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient when transmitted by personal service, telegram, fax or other electronic means, and such transmission is electronically confirmed as having been successfully transmitted, in any such case as addressed to each of the Parties at the addresses listed below:

To the City:

City of Jersey City
280 Grove Street
Jersey City, NJ 07302
Attn: Deputy Mayor for Economic Development

With copies to:

City of Jersey City
280 Grove Street
Jersey City, NJ 07302
Attn: Corporation Counsel

To the Agency:

Jersey City Redevelopment Agency
66 York Street
Jersey City, NJ 07302
Attn: Executive Director

With copies to:

Jersey City Redevelopment Agency
66 York Street
Jersey City, NJ 07302
Attn: General Counsel

To the University:

Aaron Aska, Ed. D.

Vice President
Administration & Finance

New Jersey City University
Hepburn Hall, Room 314
2039 John F. Kennedy Boulevard
Jersey City, NJ 07305

With copies to:

Anthony V. Bastardi
Chairman and Chief Executive Officer
Strategic Development Group
116 Fairfield Road
Fairfield, New Jersey 07004

Genova Burns, LLC
494 Broad Street
Newark, NJ 07102
Attn: Jennifer Mazawey, Esq.

To HC I and/or HC II:

HC West Campus Urban Renewal I LLC
HC West Campus Urban Renewal II LLC
c/o Hampshire Companies
22 Maple Avenue
Morristown, New Jersey 07960
Attn: _____

With copies to:

DeCotiis, FitzPatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Blvd., Suite 31
Teaneck, NJ 07666
Attn: Matthew C. Karrenberg, Esq.

To KKF 1 and/or KKF 2:

KKF University Enterprises
P.O. Box 70
40 Monmouth Park Highway
West Long Branch, NJ 07764
Attn: Kenneth T. Koehler, President

With copies to:

KKF Block 1: Urban Renewal, LLC
KKF Block 5B Urban Renewal, LLC

Connell Foley LLP

P.O. Box 70
40 Monmouth Park
West Long Branch, NJ 07764
Attn: Peter S. Wersinger, III, Esq.

Harborside Financial Center
Highway 2510 Plaza Five
Jersey City, NJ 07310
Attn: W. Nevins McCann, Esq.

4.3 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

4.4 **Counterparts**. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

4.5 **Further Assurances**. The Parties agree to execute and deliver promptly any and all other and further information, instruments and documents that may be reasonably requested in order to effectuate the transactions contemplated hereby.

4.6 **Good Faith Negotiation**. Upon execution of this Agreement, the Parties agree to negotiate in good faith all agreements and documents required or contemplated hereunder, including but not by way of limitation, the definitive terms of the Escrow Agreement, the Ground Leases, the PDAs, the Redevelopment Agreements, the Infrastructure Agreement, and any financing agreements (collectively, the "**Agreements**"), all containing terms and conditions not inconsistent with those set forth herein and containing the relative rights, duties and obligations of the Parties, the representations, warranties and covenants of the Parties and the default, termination, remedy and other relevant provisions as are typically contained in agreements as are contemplated hereunder.

4.7 **Nonbinding Agreement**. This Memorandum is intended only to be an expression of the Parties' mutual intent and understanding, and is not intended to create or constitute any legally binding obligation between the parties herein, and does not obligate

any Party to perform any action unless and until such action or obligation shall be memorialized in a definitive agreement by and among the relevant Parties that is in form and substance acceptable to each of them. If such definitive agreement is not prepared, authorized, executed or delivered for any reason, no party to this Memorandum shall have any liability to any other party to this Memorandum based upon, arising from, or relating to any provision set forth herein.

4.8 **Expiration**. To the extent that 90 days shall have elapsed from the date of execution hereof and definitive agreements have not been negotiated to facilitate the structuring, financing and implementation of the Infrastructure Work, all Parties shall be released from any obligation to continue negotiations in good faith hereunder unless such period shall be extended by mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be signed by their respective officers duly authorized as of the day and year first set forth above.

Witness:	**THE CITY OF JERSEY CITY**
_____	**By:**_____
Witness:	**THE JERSEY CITY REDEVELOPMENT AGENCY**
_____	**By:**_____
Witness:	**NEW JERSEY CITY UNIVERSITY**
_____	**By:**_____
Witness:	**HC WEST CAMPUS I URBAN RENEWAL, LLC**
_____	**By:**_____
Witness:	**HC WEST CAMPUS II URBAN RENEWAL, LLC**
_____	**By:**_____
Witness:	**KKF BLOCK 1 URBAN RENEWAL, LLC**
_____	**By:**_____
Witness:	**KKF BLOCK 5B URBAN RENEWAL, LLC**
_____	**By:**_____

EXHIBIT A

INFRASTRUCTURE WORK

[As described in May 22, 2016 correspondence from University's construction manager, a copy of which is attached hereto.]

EXHIBIT B

IMPLEMENTATION TIMETABLE

Date:	**Deliverable:**
June 22, 2015	University Resolution authorizing Authorized University Officials to proceed with development
June 15, 2016	Submission of amended application to the EDA
June 20, 2016 – September 20, 2016	Finalization of financial structure. Negotiation of: - Amendments to Ground Leases - Amendments to PDAs - Redevelopment Agreements - Infrastructure Agreement, if necessary - Other financing agreements, if necessary
June 20, 2016	Execution and funding of Escrow Agreement
June 29, 2016	City Council consideration of Bond Ordinance on first reading
July 13, 2016	City Council consideration of Bond Ordinance on second reading and final adoption.
July 14, 2016	EDA meeting
August 16, 2016	Agency authorization of Memorandum of Understanding
September 20, 2016	Agency Authorization of Redevelopment Agreements
September 28, 2016	City Council consideration of resolution authorizing Memorandum of Understanding
No later than September 30, 2016	Issuance of first series of Obligations, assuming that conditions precedent are met

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

City Clerk File No. Res. 16.656

Agenda No. 10.Z.2

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO VALUE RESEARCH GROUP, L.L.C. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2016

Council offered and moved adoption of the following resolution:

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

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

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

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

WHEREAS, Value Research agrees to perform the services required by the City; and

WHEREAS, Value Research agrees to provide its services at an hourly rate of $150 for a total contract amount not to exceed $35,000; and

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

WHEREAS, the sum of $35,000 is available in Account No.: 2016-01-201-20-150-312;

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

1. The decision to use the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq., to award a contract for real estate appraisal services is ratified;

2. A contract to provide real estate appraisal services is awarded to Value Research;

3. Value Research shall provide services at an hourly rate of $150.00 for a total contract amount not to exceed $35,000.00, and the term of the contract is one year;

4. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

City Clerk File No. Res. 16.656

Agenda No. 10.Z.2 SEP 28 2016

TITLE:

7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendment to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that $35,000 is available under in Account No.: 2016-01-201-20-150-312.
P.O. # 122494

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monaghan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 professional services contract to Value Research Group, L.L.C., Inc.

Project Manager

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

Cost (Identify all sources and amounts)

Initial Cost $35,000

Contract term (include all proposed renewals)

12 months

Type of award OPEN

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

9/26/16

Date

AGREEMENT

AGREEMENT made this ___ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and VALUE RESEARCH GROUP, LLC ("Value Research" or "Contractor"), 301 South Livingston Avenue, Suite 104, Livingston, New Jersey 07039

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

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

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

WHEREAS, Resolution approved on , 2016 authorized this Agreement between the City and Value Research.

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

ARTICLE I
Purpose of Agreement

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

ARTICLE II
Scope of Services

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

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

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

ARTICLE III
Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

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

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars ($1,000,000) per occurrence and two million dollars

($2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

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

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

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

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

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

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

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

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

ARTICLE VII
Termination

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

ARTICLE IX
Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for

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

ARTICLE X
Entire Agreement

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

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

ARTICLE XI
Assignment

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

ARTICLE XII
Notice

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

Robert Kakoleski _____
City Business Administrator _____
City Hall _____
280 Grove Street _____

Jersey City, NJ 07302

ARTICLE XIII
Compliance with Affirmative Action Plan

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

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

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

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

ARTICLE XIV
New Jersey Business Registration Requirements

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

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

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

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

ARTICLE XV
City of Jersey City Lobbyist Disclosure Ordinance

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

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

Attest:	City of Jersey City
_____	_____
Robert Byrne, City Clerk	Robert Kakoleski, Acting Business Administrator
Attest:	Value Research Group, LLC
_____	_____

RR
9-22-16

INTERDEPARTMENTAL MEMORANDUM

OFFICE OF THE TAX ASSESSOR

(201) 547-5131

DATE: September 19, 2016

TO: Rolando Lavarro, Council President

FROM: Ed Toloza, City Tax Assessor

SUBJECT RFP – Appraisal Services Evaluation Report

Executive Summary

Every year the City is faced with numerous assessment appeals on both County and State level. Last year 2015 the City had 150 commercial and industrial tax appeals filed before the Tax Court of New Jersey and approximately 3,600 appeals filed at the County Board of Taxation. To address this volume of appeals, the City on March 29, 2016 sent a Request for Proposal (RFP) for real property appraisal services for tax appeals. The City received two proposals in response; Value Research Group, LLC of Livingston, New Jersey and McNerney & Associates, Inc. of Glen Rock, New Jersey. The contract to be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) wich is considered a "fair and open" process under the "New Jersey City Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

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

Evaluator	McNerney & Associates	Value Research
John Mercer	78	88
Ed Toloza	83	90
Marcos Vigil	90	71
Total Points	251	249

Overview of the City's Tax Appeals

Jersey City has currently 180 appeals filed with the Tax Court of New Jersey. Most of the appeals that are elevated to this Court are the ones reflecting millions in assessed value. Properties would include, commercial properties like banks, hotels, gas stations, shopping centers and apartment buildings. Industrial properties are located to different locations in the City as specifically zoned for such purpose in the Pulaski section and southern areas of the City. The City's total line items include tax abated properties, long term or shorter term, from 10 to 30 years and 5 year-abatement, respectively.

SCOPE OF SERVICES

It is customary for appraisers to provide their professional services either to a taxpayer or government subdivision. To avoid any conflict of interest, the City is seeking two (2) real property appraisal firms to 1) determine the fair market value of real property in the City for tax appeals; and 2) for general consulting services. Services shall include but are not limited to the following:

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

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

Evaluation Criteria

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

The following is the criteria for evaluation, points shall be awarded based on the information contained in the Proposal for each category as listed below. Please note that not all Proposals

may be rated if it is evident that they do not meet the RFP/City's requirements or are not complete. The total score shall be the basis for the contract award.

Each criterion shall be evaluated on a scale of one (1) to ten (10).

EVALUATION CRITERIA	SCORE/POINTS
Demonstration of a clear understanding of the scope of work and related objectives	10
Completeness and responsiveness to the specific RFP requirements	10
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	10
Demonstration of technical ability	10
Documentation of respondent's successful completion of similar projects	10
Documentation of qualifications and licenses necessary to undertake the project	10
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	10
Cost of services in comparison to other similarly scored proposals	20
Documentation of sufficient financial resources to meet its obligations	5
Demonstration of a well-reasoned project management plan	5
POINT TOTAL:	**100**

Evaluation Committee

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

- John Mercer, Assistant Business Administrator, Department of Administration
- Ed Toloza, Tax Assessor
- Marcos Vigil, Deputy Mayor

Evaluation results

McNerney & Associates

McNerney & Associates will provide all the necessary services contained on the RFP, Scope of Services" for an hourly rate of $150.00 for Robert McNerney, MAI and will all associates the hourly rate would be at $100.0.

Value Research Group

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

Contract award

It is the recommendation of the committee that a contract be awarded to Value Research Group, LLC and McNerney & Associates, Inc. pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). Also, additional recommendation to the Municipal Council to award two (2) real property appraisal firms to avoid any conflict of interest that may ensue in the process.

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Real Property Appraisal Services

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

Marcos D. Vigil

Print Name

Signature Name

9-21-16

Date

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

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Real Property Appraisal Services

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

John Mercer

Print Name

Signature Name

9/21/16

Date

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

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Real Property Appraisal Services

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

Eduardo Toloza

Print Name

Signature Name

9/21/16

Date

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

Real Property Appraisal Services for Tax Appeals
Evaluation: Value Research Group, LLC
Evaluator: Ed Toloza

EVALUATION CRITERIA SCORE	POINTS
Demonstration of a clear understanding of the scope of work and related objectives	8
Completeness and responsiveness to the specific RFP requirements	8
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	10
Demonstration of technical ability	10
Documentation of respondent's successful completion of similar projects	8
Documentation of qualifications and licenses necessary to undertake the project	10
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	8
Cost of services in comparison to other similarly scored proposals	18
Documentation of sufficient financial resources to meet its obligations	5
Demonstration of a well-reasoned project management plan	5
POINT TOTAL:	**90**

Real Property Appraisal Services for Tax Appeals
Evaluation: Value Research Group
Evaluator: M. Vigil

EVALUATION CRITERIA SCORE	POINTS
Demonstration of a clear understanding of the scope of work and related objectives	7
Completeness and responsiveness to the specific RFP requirements	7
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	9
Demonstration of technical ability	7
Documentation of respondent's successful completion of similar projects	6
Documentation of qualifications and licenses necessary to undertake the project	8
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	7
Cost of services in comparison to other similarly scored proposals	14
Documentation of sufficient financial resources to meet its obligations	3
Demonstration of a well-reasoned project management plan	3
POINT TOTAL:	71

Real Property Appraisal Services for Tax Appeals
Evaluation: Value Research Group, LLC
Evaluator: John Mercer

EVALUATION CRITERIA SCORE	POINTS
Demonstration of a clear understanding of the scope of work and related objectives	10
Completeness and responsiveness to the specific RFP requirements	10
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	10
Demonstration of technical ability	10
Documentation of respondent's successful completion of similar projects	10
Documentation of qualifications and licenses necessary to undertake the project	8
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	10
Cost of services in comparison to other similarly scored proposals	10
Documentation of sufficient financial resources to meet its obligations	5
Demonstration of a well-reasoned project management plan	5
POINT TOTAL:	**88**

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS
301 SOUTH LIVINGSTON AVENUE • SUITE 104 • LIVINGSTON • NEWJERSEY • 07039

CITY OF JERSEY CITY
REQUEST FOR PROPOSALS
REAL PROPERTY APPRAISAL SERVICES FOR TAX APPEALS

PREPARED FOR
CITY OF JERSEY CITY
PETER FOLGADO, DIRECTOR OF PURCHASING

AS OF
MARCH 28, 2016

CITY OF JERSEY CITY

PROJECT: JERSEY CITY, REAL PROPERTY APPRAISAL SERVICES

RESPONDENT: Value Research Group, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	RVB	
B. Public Disclosure Statement*	RVB	
C. Mandatory Affirmative Action Language	RVB	
D. Americans with Disabilities Act	RVB	
E. MWBE Questionnaire	RVB	
F. Affirmative Action Compliance Notice	RVB	
G. Employee Information Report	RVB	
H. Business Registration Certificate	RVB	
I. Original signature(s) on all required forms.	RVB	
J. Acknowledgement of Receipt of Addenda*	RVB	

*Failure to include the completed Public Disclosure Statement and the completed Acknowledgement of Receipt of Addenda with the proposal will result in an automatic rejection of the bid.

NON-COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Principal Partner

of the firm of Value Research Group, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent)

Arthur Linfante, III

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY March 28 OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey Kathleen D. Ahearn
MY COMMISSION EXPIRES: 2016/8/20

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CITY OF JERSEY CITY

PROJECT: Jersey City, Real Property Appraisal Services

The undersigned is (a corporation) under the laws of the State

of New Jersey having offices

at 301 South Livigston Avenue, Suite 104, Livingston, NJ 07039

submits this proposal in response to the City's RFP.

Signed: _____

Name: Arthur Linfante, III

Title: Principal

Company: Value Research Group, LLC

Address: 301 South Livingston Avenue, Suite 104

Livingston, NJ 07039

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
Paul Beisser	24 Braemar Court Murray Hill, NJ 07974	33.33
Richard Polton	85 Park Avenue, # 305 Glen Ridge, NJ 07028	33.33
Arthur Linfante, III	2902 Appleton Way Whippany, NJ 07981	33.33

PUBLIC DISCLOSURE INFORMATION

SIGNATURE: Arthur Linfante

TITLE: Principal

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 28th OF 2016
March

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Kathleen D. Ahearn
New Jersey
MY COMMISSION EXPIRES 2016/8/20

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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 oppurtunity 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 oppurtunity 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

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, 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 applicable 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, 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 9electronically 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 Public Contracts Equal Employmnet Oppurtunity Compliance 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 Public Contracts Equal Employment Oppurtunity Compliance 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 receopt, 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 & 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): *Paul T. Beisser, III, Principal Partner*

Representative's Signature: Paul T. Beisser

Name of Company: *Value Research Group, LLC*

Telephone No: *973-422-9800* **Date:** *March 28, 2016*

APPENDIX A
AMERICANS WITH DISABLITIES ACT OF 1990
Equal Opportunity for individuals with Disability

The contractor and the **City of Jersey City,** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C S121 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 there unto, are made a part of this contract. In providing 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 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 ant and all suits, claims and losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services 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): ***Paul T. Beisser, III, Principal Partner***

Representative's Signature: Paul T. Beisser

Name of Company: ***Value Research Group, LLC***

Tel. No.: ***973-422-9800*** ***Date: March 28, 2016***

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and women 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 you bid proposal.

Business Name: *Value Research Group, LLC*

Address : *301 South Livingston Avenue*

Telephone No.: *973-422-9800*

Contact Name: *Paul T. Beisser*

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBE)

_X_ 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.

Women Business Enterprise

Women 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 women 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 you bid proposal.

Business Name: *Value Research Group, LLC*

Address : *301 South Livingston Avenue*

Telephone No.: *973-422-9800*

Contact Name: *Paul T. Beisser*

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

Women Business Enterprise

Women 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 21576

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2010 to 15-AUG-2017

VALUE RESEARCH GROUP, LLC
301 SOUTH LIVINGSTON AVE, SUITE 104
LIVINGSTON NJ 07039

Andrew P. Sidamon-Eristoff
Acting State Treasurer

EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal notification. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s)
(AA-01 Rev.1/10)

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, N J 08646-0282

TAXPAYER NAME:

VALUE RESEARCH GROUP LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0107292

ADDRESS

301 S. LIVINGSTON AVE STE 104
LIVINGSTON NJ 07039

ISSUANCE DATE:

11/27/01

EFFECTIVE DATE:

03/11/96

Patricia A. Chiaccchio

Director, Division of Revenue

FORM-BRC(08-01)

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

CITY OF JERSEY CITY
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The undersigned acknowledges receipt of the following addenda to the bidding document:

THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO BE SENT SEPARATELY

Note: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2(e).

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Name of Bidder: Value Research Group, LLC
Street Address: 301 South Livingston Avenue, Suite 104
City, State, Zip: Livingston, NJ 07039
Authorized Signature: _____
Date: March 28, 2016

Peter Folgado, Director of Purchasing
March 28, 2016
Proposed Fee Schedule

Proposed Fee Schedule

Our proposed fee schedule for the tax consulting and appraisal services listed in the Scope of Work is as follows:

Principal in Charge:	$150/hour
Associates:	$150/hour
Project Liaison:	$150/hour

Our hourly fee includes attendance at any meeting related to the appeal, appraisals, research, preparing reports and communicating with appeal participants. The fee will also be applied to time spent attending any County Board hearings or Tax Court Trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by others. We will also seek reimbursement on a dollar per dollar basis for out of pocket expenses.

www.valueresearch.com
301 SOUTH LIVINGSTON AVENUE • SUITE 104 • LIVINGSTON • NEW JERSEY • 07039 • 973-422-9800 • FAX 973-422-9797

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

March 28, 2016

Peter Folgado, Director of Purchasing
Department of Administration
Division of Purchasing
394 Central Avenue
Jersey City, NJ 07307

Re: City of Jersey City
RFP - Real Property Appraisal Services for Tax Appeals

Dear Mr. Folgado:

Value Research Group, LLC is pleased to submit this response to the City of Jersey City's Request for Proposals for Real Property Appraisal Services. The following response includes our scope of services, our approach to meeting City of Jersey City's needs and the qualifications and relevant experience of our project team. One of the unique qualities of our firm is our ability to provide both well-supported real estate appraisal reports and reliable real estate consulting services. Value Research Group, LLC, led by Paul T. Beisser, has served as the Jersey City's General Real Estate Consultant and Real Estate Appraiser since 1996. In that time we have prepared hundreds of appraisals for the City, testified on the City's behalf a the Tax Court of New Jersey and assisted the City in calculating abatement charges and PILOT payments.

Thank you for giving us the opportunity to submit this RFP. If you have any questions regarding the proposal or require follow-up information, please call our office at 973-422-9800.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

www.valueresearch.com
301 SOUTH LIVINGSTON AVENUE • SUITE 104 • LIVINGSTON • NEW JERSEY • 07039 • 973-422-9800 • FAX 973-422-9797

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Value Research Group, LLC - Company Overview

Value Research Group, LLC, established in 1996, is a highly respected real estate consulting and appraisal firm based in Livingston, New Jersey. We are actively involved in numerous advisory and valuation functions that range from the highly complex issues of environmental contamination and condemnation to the more routine financing problems. A significant portion of our practice relates to matters involving market studies, market analysis, affordable housing and redevelopment.

Our Professional Team

Value Research Group's three principals have extensive real estate experience with a wide-range of property types and bring more than 70 years of combined knowledge and skill to meet our clients' various needs. Our specialized areas of expertise include litigation support, affordable housing, redevelopment and land acquisition for public properties. We are supported by a professional staff, a state-of-the-art office network, and extensive database - allowing us access to the most current demographic, economic and real estate information. We keep up-to-date information on thousands of New Jersey properties and track real estate transactions, trends, market statistics, operating histories and ownership information. We pride ourselves on the quality and accuracy of written reports and presentations derived from original research and outside data sources.

Our Value to You

We are committed foremost to addressing the individual requirements of our clients with professionalism and quality. Our reputation is built on the balanced approach and reasoned solutions we bring to each assignment. Increasingly we are called upon for advisory services in the form of market and feasibility studies, marketability studies, trial consulting and the resolution of real estate issues. We are recognized for our objectivity, credibility and thorough approach in the reports we prepare.

Our Affiliations and Credentials

The professionals at Value Research Group are associated with the Appraisal Institute, the National Association of Realtors, the National Association of Industrial and Office Properties, the American Planning Association, and the Urban Land Institute. We are founding members of the National Council of Affordable Housing Market Analysts, based in Washington, D.C. Principals of our firm are Members of the Appraisal Institute and hold the MAI designation in addition to being certified general real estate appraisers in New Jersey and New York and AICP licensed planners in New Jersey. Our professionals adhere to a comprehensive continuing education program. All services are performed in strict conformity with the ethical and standard requirements established by the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Major Practice Areas

Litigation Support

- Tax Appeals
- Condemnation
- Trial Consulting
- Property Acquisition
- Environmental/Contamination

Redevelopment Services

- Smart Growth
- Eminent Domain
- Feasibility Studies
- Brownfields Redevelopment
- Infill Strategies
- Financial Analysis

Valuation Services

- Appraisals
- Market Value Estimates
- Insurable Value Estimates
- Leased Fee/Leasehold Estates
- Estate Planning
- Portfolio Reviews
- Due Diligence

Affordable Housing

- Site Analysis & Valuation
- Marketability and Feasibility Analysis
- Market Studies
- Rent Studies
- Litigation Support
- Tax Credit Analysis
- "As Is" Value Analysis
- Regulatory and Application Support

Public Sector Support Services

- Open Space Planning/Acquisition
- School Facilities Planning/Acquisition
- Green Acres
- Infrastructure
- Strategic Planning

Real Estate Advisory Services

- Land Use & Development Analysis
- Market & Marketability Studies
- Lease & Sale Negotiations
- Competitive Market Analysis
- Feasibility Studies

Relevant Experience

Value Research Group is uniquely qualified to provide real estate valuation services for the Township of Edison. We are an experience real estate appraisal and consulting firm that delivers quality appraisal reports that conform to the Uniform Standards of Professional Appraisal Practice (USPAP) on a large scale. While it is critical that each report contains a detailed property description, a highest and best use analysis and reliable market data, a responding firm must also be capable handling multiple assignments in an organized and timely manner.

Value Research Group, LLC has extensive experience in handling large volumes of tax appeals. We provide tax appraisal and consulting services to several municipalities including Jersey City, Edison, Rahway, New Providence, Berkeley Heights, Eatontown, Kearny, Wayne and Hanover. Our goal is to help the municipality preserve and grow its ratable base while providing fair settlements to property owners.

Tax appeals are a commonly filed by property owners to manage their property expenses. Some appeals have merit, others do not. In weak economic times, the volume of tax appeals will increase as vacancy rates rise and rental rates and sales prices drop. While tax appeals are unavoidable, they can be used to stabilize and even increase a municipality's ratable base. By identifying the risk of each appeal, Townships can develop a defense strategy that maximizes revenues. To best identify risk, we recommend a triage approach as follows:

- Settle – No discovery needed: No information can be obtained in the case that will assist in the assessment maintenance program or in other pending appeals.
- Settle – Pursue discovery: Although the case requires a settlement there is information in the case that will assist in assessment maintenance program or in other pending appeals (i.e. sale of the subject property, income and expense data, lease data, construction costs, etc.).
- Marginal: The property may or may not be over assessed and requires further study.
- Defend vigorously: cases where market data clearly sustains the assessment. Pursue these cases to the Tax Court if necessary.

Relevant Experience

Since 1996, we have worked closely with the Jersey City Tax Assessor and Special Tax Counsel to resolve hundreds of appeals. We have prepared appraisal reports, negotiated with property owners and their attorneys and discussed proposed settlements with the City Council. Managing a large volume of cases requires a high level of organizational skill and a rigid data gathering process. To meet that challenge, we designed and implemented a tax appeal management database that tracks each tax appeal including assessment and property data, building information, comparable sale and lease transactions, financial statements and case management information. Any paper correspondence including discovery documents, case management orders, letters, appraisal reports and settlement memos were stored in the database and made available to Edison's team via their web browser. This allowed us to quickly assess the merits of each appeal and develop a comprehensive defense strategy that greatly reduced the Township's potential tax refunds. The program also provides data essential to managing abatement agreements and PILOT transitions. We look forward to assisting the Assessor and City in resolving all outstanding matters and any future appeals.

Scope of Services

Value Research Group, LLC has had the pleasure providing real estate tax appraisal services to Jersey City since 1996. We value the relationship we have developed with the Assessor's and Corporation Counsel's offices through the years. Value Research Group also provides tax appeal consulting services to Kearney, Edison, Rahway, Wayne, New Providence, Berkeley Heights, Hanover, Oakland and others. To continue to meet the needs of Jersey City, Value Research Group will perform the following tax appraisal and consulting services:

1. Determine the fair market value of real property in Jersey City for Tax Court Appeals.

2. Services/responsibilities shall include but are not limited to:
    - Inspection of Properties
    - Research of expenses and leases
    - Research of Comparable Sales
    - Participating in conference, calls and meetings
    - Attending Tax Court settlement conferences and trials

3. Evaluate each pending appeal as to its validity and market support. We will consult with the Assessor, Corporation Counsel and Special Counsel and provide litigation support as requested.

4. Prepare reports as required, including appraisal reports for settlement discussions, settlement analysis reports, and trial ready reports

5. Coordinate with City personnel throughout the course of this Contract. To ensure an expeditious exchange of information, we will continue to work with the Tax Assessor and Special Tax Counsel and report our activities on a regular basis.

6. Prepare all appraisals in a form consistent with State statute and case law for property tax appeals, as applicable. Appraisals will conform to her report writing standards set forth in the Uniform Standards of Professional Appraisal Practice (USPAP).

7. Testify before the appropriate judicial or quasi-judicial body, including but not limited to the ax Court of New Jersey and the Hudson County Board of Taxation.

8. Provide general advice, assistance, appraisal reports or summaries as requested in connection with the review and evaluation of tax abated properties.

Scope of Services

9. We will assist the City in responding to issues raised during the negotiation process.

10. We will assist the City during property tax appeals, including updating the appraisal reports, viewing appraisal reports prepared by adversaries, attending meetings with the City's Special Counsel, and provide expert testimony in Tax Court or at any other tax related tribunal.

11. We will prepare Tax Court Ready reports within 45 days from the date of request, Settlement memos within 30 days of the date of request, unless otherwise permitted by City's Special Tax Counsel.

12. We will also perform any other services requested by the City that may be related to any of its various projects, on an ad hoc basis.

13. All Services will be performed within the time frames set by the City or their designee.

Proposed Fee Schedule

Our proposed fee schedule for the tax consulting and appraisal services listed in the Scope of Work is as follows:

Principal in Charge:	$150/hour
Associates:	$150/hour
Project Liaison:	$150/hour

Our hourly fee includes attendance at any meeting related to the appeal, appraisals, research, preparing reports and communicating with appeal participants. The fee will also be applied to time spent attending any County Board hearings or Tax Court Trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by others. We will also seek reimbursement on a dollar per dollar basis for out of pocket expenses.

Project Team

Principals in charge: Paul T. Beisser, MAI, CRE
Arthur A. Linfante, MAI, CRE
Richard E. Polton, MAI, CRE, AICP/PP

The responsibilities of the principal in charge will include managing all projects, preparing all review appraisals, providing consulting services as required by The City, ensuring the expeditious exchange of information, coordinating with The City and its outside consultants, attending project meetings, and determining the validity and reliability of appraisal reports submitted by opposing litigants.

Associates: Brandon Frank, MAI, CTA – Senior Appraiser
Jason Weinstein, MAI - Senior Appraiser
Daniel Cox, SCGREA - Staff Appraiser
Priya James – Staff Appraiser
Robin Weiss – Market Analyst

Associates will assist the principal in charge in verifying data appearing in each appraisal report and compiling additional market data when necessary. Associates will also independently compile data (income & demographic trends, comparable sales and leases, rental and occupancy trends) for each project area. If requested, the associates will also perform appraisals under the direction of the principal in charge.

Project Liaisons: Allison Farber
MelAnnie Diaz Murtha

The project liaison will organize all project data in a spreadsheet/database file. Tracked data is expected to include project/parcel series, property address, property owner, lot size, improvement type, type of taking (full or partial), appraiser, inspection date, appraisal due date, appraisal fee, status of the appraisal, delivery date, methods of valuation, concluded value, compliance with contract requirements, status of review, follow-up work, and date complete, date of commissioners hearing, commissioners judgment, appeal status, trial date, and final judgment. This database is flexible and intended to meet the specific needs of The City.

Other Requirements

Judgments

There have been no judgments in which Value Research Group, LLC has been adjudicated liable for professional malpractice.

Bankruptcy

Value Research Group, LLC has never been involved in any bankruptcy or re-organization proceedings.

Insurance

We will meet all of the insurance requirements that may be required. We currently have general liability, workman's compensation and errors and omissions coverage. Copies of our current coverages are available upon request.

Professional Designations

We meet all requirements for state licensing for New York, Pennsylvania and New Jersey and professional designations. Certificates of licensure are available.

Affirmative Action

Value Research Group, LLC does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap. Value Research Group maintains a current Certificate of Employee Information Report issued by the Department of the Treasury, State of New Jersey.

Municipal References

Eduardo Toloza, Tax Assessor
Jersey City - Tax Assessor
280 Grove Street
Jersey City, NJ 07302
973-547-4707

Michele Hennessey
Jersey City – Deputy Assessor
280 Grove Street
Jersey City, NJ 07302
973-547-5130

Christopher Fiore
Jersey City Redevelopment Agency
Assistant Executive Director
66 York Street - 2nd Floor
Jersey City, NJ 07302

J Maryann Murphy, Esq.
Jersey City - Law Department
Assistant Corporation Counsel
280 Grove Street
Jersey City, NJ 07302
201-547-5229

Louis Rainone, Esquire
Tax Counsel – City of Rahway
DeCotiis, Fitzpatrick and Cole LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
201-928-1100

Frank C. Ruggiero, CFO
City of Rahway
1 City Hall Plaza
Rahway, NJ 07065
732-827-3000

Vicki Riddle, Tax Assessor
Township of Edison
100 Municipal Boulevard
Edison, NJ
732-248-7211

Gregory Castano, Jr., Esquire
Castano Quigley, LLC
Tax Counsel – Town of Kearny
1120 Bloomfield Avenue
West Caldwell, NJ 07007
973-808-1234

Emil Philibosian
Hoagland, Longo, Moran, Dunst LLP
40 Paterson Street
New Brunswick, NJ 08903
732-545-4717

Team Qualifications

Bio: Paul T. Beisser, III, MAI, CRE

Paul Beisser has provided clients with a wide array of real estate consulting and valuation services since 1990 and is a founding principal at Value Research Group, LLC. His extensive experience in real estate appraisal includes vacant land, proposed/existing apartment complexes, senior housing complexes, industrial properties, single/multi-tenanted office properties, corporate headquarters buildings, strip shopping centers, regional malls, and special purpose property including truck terminals, full service hotels, railroad corridors, lake clubs, nursing homes and schools, laboratories and research facilities, power plants, golf courses and petroleum and chemical storage facilities.

Mr. Beisser provides litigation support and trial consulting in connection with various property matters, including tax appeals, eminent domain (condemnation), bankruptcy, matrimonial, property damages, and environmental contamination. Mr. Beisser is qualified as an expert witness in the Superior Court of New Jersey; the Tax Court of New Jersey; and various County Boards of Taxation.

Mr. Beisser has extensive experience in the areas of property acquisition and development analysis. He consults with public and private entities on issues involving property redevelopment, public school expansion, urban renewal projects, and transportation improvements. Since 2000, Mr. Beisser has served as Review Appraiser and Real Estate Consultant to the New Jersey Turnpike Authority and is currently acting as the NJTA's Real Estate Manager for the Interchange 6 to 9 Widening Program. Responsibilities include managing the acquisition of over 330 parcels of land.

Recognized for his knowledge and broad experience with both office and residential properties in the Hudson River Waterfront area, Mr. Beisser is a consultant to Jersey City and the Jersey City Redevelopment Agency. He has prepared market analyses, feasibility studies and appraisal reports for a wide-range of properties in the Hudson River Waterfront market. Mr. Beisser also has significant experience with environmental issues with particular expertise in the analysis of the development potential of Brownfields sites and has authored appraisal reports that measure the impact of environmental contamination on property values.

Mr. Beisser received his bachelor's degree from Bucknell University in Lewisburg, Pennsylvania. He has guest lectured at New York University's Master of Real Estate program on the topics of highest and best use analysis and real estate appraisal. He has received the MAI designation from the Appraisal Institute, is a member of the Counselors of Real Estate (CRE), and is a General Real Estate Appraiser in the States of New Jersey, New York and Pennsylvania.

Bio: Richard E. Polton, MAI, CRE, AICP/PP

Richard Polton has been actively engaged in real estate since 1979 and is a founding principal at Value Research Group, LLC. He has extensive experience in real estate consulting and specializes in planning issues, urban redevelopment, affordable housing, residential feasibility and marketability analysis. Mr. Polton serves as a consultant to various developers, counties and municipalities in the area of urban redevelopment and advises educational institutions, hospitals and other non-profits on a wide variety of real estate matters.

Mr. Polton has provided expert testimony in court on a wide variety of property types. In the area of urban properties and housing valuation, Polton has provided expert analysis for properties in New Jersey, New York, Texas, Wisconsin, Montana and Idaho. He is qualified as an expert witness before the Superior Court of New Jersey, the Tax Court of the State of New Jersey; US Bankruptcy Court and various County Boards of Taxation and Municipal Authorities.

Widely recognized for his knowledge and expertise in the areas of urban redevelopment and affordable housing, Mr. Polton has written for professional publications, including the Appraisal Journal and Assessment Journal. He has served as a panelist at the National Conference of Tax Court Judges and the New Jersey Governor's Housing Conference. He is a Market Study Analyst for the New Jersey Housing Mortgage Finance Agency and has reviewed market studies prepared for proposed housing developments throughout New Jersey. He is an expert in urban redevelopment.

Mr. Polton has also worked in property development. Mr. Polton is a General Partner in two multi-family, mixed income housing developments in the Township of Montclair, New Jersey. He is on the Board of the New Jersey Community Capital Corporation and is active in the Montclair community where he served on the Board of the Montclair Economic Development Corporation and other community organizations.

He received Bachelor of Arts degree from Columbia University in American History and a Bachelor in Architecture from the Rhode Island School of Design in architecture. He holds Masters Degrees in City Planning and Architecture from the Massachusetts Institute of Technology.

Polton holds the MAI designation from the Appraisal Institute and is a Counselor of Real Estate (CRE) as well as a member of the American Institute of Certified Planners (AICP). Mr. Polton is a licensed Professional Planner in New Jersey and a Real Estate Appraiser in the States of New Jersey and New York. He is a founding member of the ***National Council of Affordable Housing Market Analysts*** and served as the National Chair. He is the author of a book entitled **Valuation and Market Studies for Affordable Housing** published by the Appraisal Institute in 2005 and has taught real estate development for the New Jersey Redevelopment Authority in 2007.

Bio: Arthur A. Linfante, III, MAI, CRE

Arthur Linfante has been actively engaged in real estate since 1986 and has been a principal at Value Research Group, LLC since 1998. Prior to joining Value Research Group, Mr. Linfante was a founding principal (1992 - 1998) at Lin-Holz Advisory Group, a real estate consulting and valuation firm, in Denville, New Jersey.

Mr. Linfante has extensive experience in asset valuation and advisory functions on a broad array of properties. Along with typical office, industrial, retail and apartment properties, he has been involved in evaluating complex properties such as site development and redevelopment, institutional/corporate grade facilities, special purpose property, full service hotels and casinos, marine terminals, nursing homes and schools, laboratory and research facilities, and petroleum and chemical storage facilities.

Recognized for his knowledge of corporate issues, Mr. Linfante is an experienced consultant to corporate clients as well as to several major municipalities in northern New Jersey. He has consulted on a variety of issues relating to real estate taxes, lease negotiations, fiscal impacts and Brownfield redevelopment. As a trial consultant, Mr. Linfante has assisted many of the state's largest law firms with matters relating to partnership disputes, real estate taxes, and eminent domain issues. He is qualified as an expert witness before the Superior Court of New Jersey - Law Division; the Tax Court of the State of New Jersey; and various County Boards of Taxation. Mr. Linfante was appointed as a member of the Supreme Court Committee on the Tax Court and is serving for the 2000 - 2002 term.

More recently, Mr. Linfante's advisory services have focused on the expanding market of urban revitalization and redevelopment and he is presently involved in several redevelopment efforts. Current assignments include market studies, as well as marketability and feasibility studies on a broad range of property types. He has served on the Urban Revitalization Committee and the Public Policy Task Force of the National Association of Industrial and Office Properties (NAIOP).

Mr. Linfante studied at Thomas Edison College in Trenton, New Jersey and has attended various professional development education courses at Rutgers University and the Massachusetts Institute of Technology. He holds the MAI designation from the Appraisal Institute and is a State Certified General Real Estate Appraiser (SCGREA) in the states of New York and New Jersey. Mr. Linfante is designated by the National Association of Realtors as a General Accredited Appraiser (GAA) and is licensed by New Jersey as a Real Estate Salesperson. He has developed seminars on property tax analysis and valuation issues for Lorman Educational Services and has been a guest speaker for the Business MBA program at Rutgers University.

Brandon M. Frank, MAI

General

Appraiser: 2000-present
Value Research Group, LLC
301 South Livingston Avenue
Suite 104
Livingston, New Jersey 07039

Professional Affiliations

Member: Appraisal Institute

Certified: General Appraiser, State of New Jersey (42RG00194900)
Certified: General Appraiser, State of New York (46000041964)
Certified: General Appraiser, State of Pennsylvania (GA003558)

Education

Graduate: B.S.; Rutgers University, New Brunswick, New Jersey.

Professional Education

Real Estate Appraisal Principles
Uniform Standards of Professional Appraisal Practice
Advanced Income Capitalization
Highest & Best Use and Market Analysis
Advanced Sales Comparison Approach and Cost Approach
Report Writing and Valuation Analysis
Basic Valuation Procedures
Basic Income Capitalization
General Applications
Advanced Applications

Qualified As Expert Witness

Condemnation Proceedings, State of New Jersey

Tax Court of the Commonwealth of Pennsylvania, Bucks County Board of Taxation

Tax Court of the State of New Jersey, Bergen County Board of Taxation

Experience

Involved in real estate since 1997. Appraisals include vacant land, residential- single and multi-family, subsidized housing, industrial, commercial and special purpose properties including gas stations and churches. Other experience includes mortgage sales and service.

Certification

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. MAI's who meet the minimum standards of this program are awarded periodic educational certification; Brandon M. Frank is currently certified under this program.

Jason A. Weinstein, MAI

General

Appraiser:	2001-present Value Research Group, LLC 301 South Livingston Avenue Suite 104 Livingston, New Jersey 07039

Professional Affiliations

Member:	Appraisal Institute
Certified:	General Appraiser, State of New York (46000045023)
Certified:	General Appraiser, State of New Jersey (42RG00199300)
Certified:	General Appraiser, State of Pennsylvania (GA003720)
Licensed:	Real Estate Salesperson, State of New Jersey

Education

Graduate:	B.A.; University of Wisconsin, Madison, Wisconsin.

Professional Education

Appraisal Principles
Appraisal Procedures
Basic Income Capitalization
USPAP, Part A and Part B
Advanced Income Capitalization
Highest and Best Use and Market Analysis
Advanced Sales Comparison and Cost Approaches
Report Writing
Advanced Applications

Qualified As Expert Witness

Condemnation Proceedings, State of New Jersey

Tax Court of the Commonwealth of Pennsylvania, Northampton County Board of Taxation

Experience

Involved in real estate since 2001. Appraisals include: vacant land, apartment buildings, subsidized housing, condominium projects, trophy residences, single-family residences, one- to four-family residences, shopping centers, easements and partial takings, manufacturing and warehouse facilities, truck terminals, hotels, office buildings, nursing homes, automobile service and repair stations, automobile dealerships, banks, quarries, golf courses, mixed-use developments and other properties.

Daniel J. Cox, SCGREA

General

Associate Appraiser:	2005 - Present Value Research Group, LLC 301 South Livingston Avenue Suite 104 Livingston, New Jersey 07039
Mortgage Broker:	2004 – 2005 Aegis Lending Braintree, Massachusetts

Professional Affiliations

Associate Member:	Appraisal Institute
Certified:	General Appraiser, State of New Jersey (42RG00221600)
Certified:	General Appraiser, State of Pennsylvania (GA003719)
Notary Public:	State of New Jersey

Education

Undergraduate:	BA; University of Massachusetts, Boston, Massachusetts

Professional Education

Real Estate Appraisal Principles
Real Estate Appraisal Procedures
Uniform Standards of Professional Appraisal Practice (USPAP)
Market Analysis & Highest & Best Use
Basic Income Approach
General Applications
Advanced Income Capitalization

Experience

Actively involved in real estate since 2004. Appraisals include vacant land, residential single and multi-family, industrial, commercial and special purpose properties including landfills, gas stations, schools and churches. Other experience includes mortgage sales and service.

Priya James

General

Market Analyst:	2010 – Present Value Research Group, LLC 301 South Livingston Avenue Livingston, New Jersey 07039

Education

Graduate:	BS Management, Boston University - Boston, MA
Post-Graduate:	MS Accounting, Fairleigh Dickinson University – Teaneck, NJ

Professional Education

Appraisal Institute:	Basic Appraisal Principles Basic Appraisal Procedures Uniform Standards of Professional Appraisal Practice (USPAP) Real Estate Finance Statistics and Valuation Modeling General Appraiser Sales Comparison Approach General Appraiser Income Approach I & II General Appraiser Site Valuation and Cost Approach General Appraiser Market Analysis and Highest and Best Use

Experience

Actively engaged in research and valuation of real property in the state of New Jersey since 2009. Conducted primary research and performed market analysis for distressed housing markets, affordable and market rate multifamily housing feasibility plans, and studies regarding diminution in value resulting from environmental contamination. Property types appraised include residential and commercial land, single and multifamily dwellings, condominium units, garden apartments, commercial strip centers, office buildings, and industrial facilities.

Robin Kase Weiss, Market Analyst

General

Director of Market Research:	2005-present
Market Research Analyst	2003-2005
	Value Research Group, LLC
	301 South Livingston Avenue
	Livingston, New Jersey 07039
President:	1989-2003
	Robin J. Weiss Associates
	42 Ridge Drive
	Livingston, New Jersey 07039

Education

Graduate: Smith College, B.A.

Harvard University, Master in City and Regional Planning

Experience

Prior to joining Value Research Group, Ms. Weiss was President of Robin J. Weiss Associates, a consulting firm providing assistance in the areas of planning, community development and real estate market research.-Projects included developing a community plan for the Science Park development in Newark, analyzing disposition of residential properties for the Resolution Trust Corporation and writing grant applications for housing and community development projects.

Ms. Weiss has served as a Senior Planner with the Essex County, New Jersey Division of Housing and Community Development where she coordinated various aspects of the County's Community Development Block Grant (CDBG) program. Prior to this she was a Senior Planner with the Northern Virginia Planning District Commission where she provided technical assistance to small cities with their CDBG programs and organized regional housing task forces.

She also worked for the Montgomery County Maryland Housing Opportunities Commission in its development division, handling all aspects of developing and marketing new public housing and coordinating the Moderately Priced Dwelling Unit program. Ms. Weiss was a program assistant with the New York State Division of Housing and Community Renewal's Neighborhood Preservation Program, providing technical assistance to community groups conducting housing and community development projects.

She is an active member of the National Council of Affordable Housing Market Analysts and participates in its educational sessions.

She has been a resident of Livingston New Jersey for over 21 years and has served on various Township committees including Long-range Planning and Open Space; and as President of the League of Women Voters of Livingston.

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

City Clerk File No. Res. 16.657

Agenda No. 10.Z.3

Approved: SEP 28 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO MCNERNEY & ASSOCIATES, INC. TO PROVIDE APPRAISAL SERVICES IN CONNECTION WITH PROPERTY TAX APPEAL CASES FILED BEFORE THE TAX COURT OF NEW JERSEY FOR CALENDAR YEAR 2016

Council offered and moved adoption of the following resolution:

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

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

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

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

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

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

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

WHEREAS, the sum of $35,000 is available in Account No.: 2016-01-201-20-150-312;

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

1. The decision to use the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq., to award a contract for real estate appraisal services is ratified;

2. A contract to provide real estate appraisal services is awarded to McNerney & Associates, Inc.;

3. McNerney & Associates, Inc. shall provide services at an hourly rate of $150.00 for a total contract amount not to exceed $35,000.00, and the term of the contract is one year;

4. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;

City Clerk File No. Res. 16.657

Agenda No. 10.Z.3 SEP 28 2016

TITLE:

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

7. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendment to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, _____(Donna Mauer) Chief Financial Officer, certify that $35,000 is available under in Account No.: 2016-01-201-20-150-312.

P.O. #122495

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 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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 professional services contract to McNerny & Associates, Inc.

Project Manager

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

Cost (Identify all sources and amounts)

Initial Cost $35,000

Contract term (include all proposed renewals)

12 months

Type of award OPEN

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 9/26/16

INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR
(201) 547-5131

DATE: September 19, 2016

TO: Rolando Lavarro, Council President

FROM: Ed Toloza, City Tax Assessor

SUBJECT RFP – Appraisal Services Evaluation Report

Executive Summary

Every year the City is faced with numerous assessment appeals on both County and State level. Last year 2015 the City had 150 commercial and industrial tax appeals filed before the Tax Court of New Jersey and approximately 3,600 appeals filed at the County Board of Taxation. To address this volume of appeals, the City on March 29, 2016 sent a Request for Proposal (RFP) for real property appraisal services for tax appeals. The City received two proposals in response; Value Research Group, LLC of Livingston, New Jersey and McNerney & Associates, Inc. of Glen Rock, New Jersey. The contract to be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) wich is considered a "fair and open" process under the "New Jersey City Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

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

Evaluator	McNerney & Associates	Value Research
John Mercer	78	88
Ed Toloza	83	90
Marcos Vigil	90	71
Total Points	251	249

Overview of the City's Tax Appeals

Jersey City has currently 180 appeals filed with the Tax Court of New Jersey. Most of the appeals that are elevated to this Court are the ones reflecting millions in assessed value. Properties would include, commercial properties like banks, hotels, gas stations, shopping centers and apartment buildings. Industrial properties are located to different locations in the City as specifically zoned for such purpose in the Pulaski section and southern areas of the City. The City's total line items include tax abated properties, long term or shorter term, from 10 to 30 years and 5 year-abatement, respectively.

SCOPE OF SERVICES

It is customary for appraisers to provide their professional services either to a taxpayer or government subdivision. To avoid any conflict of interest, the City is seeking two (2) real property appraisal firms to 1) determine the fair market value of real property in the City for tax appeals; and 2) for general consulting services. Services shall include but are not limited to the following:

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

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

Evaluation Criteria

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

The following is the criteria for evaluation, points shall be awarded based on the information contained in the Proposal for each category as listed below. Please note that not all Proposals

may be rated if it is evident that they do not meet the RFP/City's requirements or are not complete. The total score shall be the basis for the contract award.

Each criterion shall be evaluated on a scale of one (1) to ten (10).

EVALUATION CRITERIA	SCORE/POINTS
Demonstration of a clear understanding of the scope of work and related objectives	10
Completeness and responsiveness to the specific RFP requirements	10
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	10
Demonstration of technical ability	10
Documentation of respondent's successful completion of similar projects	10
Documentation of qualifications and licenses necessary to undertake the project	10
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	10
Cost of services in comparison to other similarly scored proposals	20
Documentation of sufficient financial resources to meet its obligations	5
Demonstration of a well-reasoned project management plan	5
POINT TOTAL:	**100**

Evaluation Committee

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

- John Mercer, Assistant Business Administrator, Department of Administration
- Ed Toloza, Tax Assessor
- Marcos Vigil, Deputy Mayor

Evaluation results

McNerney & Associates

McNerney & Associates will provide all the necessary services contained on the RFP, Scope of Services" for an hourly rate of $150.00 for Robert McNerney, MAI and will all associates the hourly rate would be at $100.0.

Value Research Group

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

Contract award

It is the recommendation of the committee that a contract be awarded to Value Research Group, LLC and McNerney & Associates, Inc. pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). Also, additional recommendation to the Municipal Council to award two (2) real property appraisal firms to avoid any conflict of interest that may ensue in the process.

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Real Property Appraisal Services

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

Marcos D. Vigil

Print Name

Signature/Name

9-21-16

Date

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

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Real Property Appraisal Services

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

John Mercer

Print Name

Signature Name

9/21/16

Date

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

City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Real Property Appraisal Services

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

Eduardo Toloza

Print Name

Signature Name

9/21/16

Date

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

Real Property Appraisal Services for Tax Appeals
Evaluation: McNerney & Associates
Evaluator: M. Vigil

EVALUATION CRITERIA SCORE	POINTS
Demonstration of a clear understanding of the scope of work and related objectives	9
Completeness and responsiveness to the specific RFP requirements	9
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	9
Demonstration of technical ability	9
Documentation of respondent's successful completion of similar projects	9
Documentation of qualifications and licenses necessary to undertake the project	9
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	9
Cost of services in comparison to other similarly scored proposals	20
Documentation of sufficient financial resources to meet its obligations	4
Demonstration of a well-reasoned project management plan	3
POINT TOTAL:	**90**

Real Property Appraisal Services for Tax Appeals
Evaluation: McNerney & Associates
Evaluator: Ed Toloza

EVALUATION CRITERIA SCORE	POINTS
Demonstration of a clear understanding of the scope of work and related objectives	7
Completeness and responsiveness to the specific RFP requirements	7
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	7
Demonstration of technical ability	8
Documentation of respondent's successful completion of similar projects	8
Documentation of qualifications and licenses necessary to undertake the project	10
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	8
Cost of services in comparison to other similarly scored proposals	18
Documentation of sufficient financial resources to meet its obligations	5
Demonstration of a well-reasoned project management plan	5
POINT TOTAL:	**83**

Real Property Appraisal Services for Tax Appeals
Evaluation: McNerney and Associates
Evaluator: John Mercer

EVALUATION CRITERIA SCORE	POINTS
Demonstration of a clear understanding of the scope of work and related objectives	5
Completeness and responsiveness to the specific RFP requirements	5
Experience and knowledge necessary for the task, including knowledge of the City of Jersey City	10
Demonstration of technical ability	10
Documentation of respondent's successful completion of similar projects	10
Documentation of qualifications and licenses necessary to undertake the project	8
Availability of appropriate staff, facilities, equipment and other resources to complete the project in a timely manner	10
Cost of services in comparison to other similarly scored proposals	10
Documentation of sufficient financial resources to meet its obligations	5
Demonstration of a well-reasoned project management plan	5
POINT TOTAL:	**78**

AGREEMENT

AGREEMENT made this ___ day of _____, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and MCNERNEY & ASSOCIATES, INC. ("McNerney" or "Contractor"), 266 Harristown Road, Glen Rock, New Jersey 07452

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

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

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

WHEREAS, Resolution approved on , 2016 authorized this Agreement between the City and McNerney

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

ARTICLE I
Purpose of Agreement

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

ARTICLE II
Scope of Services

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

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

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

ARTICLE III
Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

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

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Contractor with not less than one million dollars ($1,000,000) per occurrence and two million dollars

($2,000,000) in the aggregate; including produced and completed operations coverage. The City of Jersey City, its agents, servants shall be named as additional insured.

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

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

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

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

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

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

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

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

ARTICLE VII
Termination

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

ARTICLE IX
Indemnity

1. Contractor agrees to protect, defend and save harmless the City against damage for

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

ARTICLE X
Entire Agreement

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

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

ARTICLE XI
Assignment

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

ARTICLE XII
Notice

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

Robert Kakoleski _____
City Business Administrator _____
City Hall _____
280 Grove Street _____

Jersey City, NJ 07302

ARTICLE XIII
Compliance with Affirmative Action Plan

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

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

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

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

ARTICLE XIV
New Jersey Business Registration Requirements

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

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

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

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

ARTICLE XV
City of Jersey City Lobbyist Disclosure Ordinance

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

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

Attest:	City of Jersey City
_____	_____
Robert Byrne, City Clerk	Robert Kakoleski, Acting Business Administrator
Attest:	McNerney & Associates, Inc.
_____	_____

RR
9-22-16

CITY OF JERSEY CITY

PROJECT: JERSEY CITY, REAL PROPERTY APPRAISAL SERVICES
RESPONDENT: McNerney & Associates, Inc.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	[illegible]	
B. Public Disclosure Statement*	[illegible]	
C. Mandatory Affirmative Action Language	[illegible]	
D. Americans with Disabilities Act	[illegible]	
E. MWBE Questionnaire	[illegible]	
F. Affirmative Action Compliance Notice	[illegible]	
G. Employee Information Report	[illegible]	
H. Business Registration Certificate	[illegible]	
I. Original signature(s) on all required forms.	[illegible]	
J. Acknowledgement of Receipt of Addenda*	[illegible]	

*Failure to include the completed Public Disclosure Statement and the completed Acknowledgement of Receipt of Addenda with the proposal will result in an automatic rejection of the bid.

NON-COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am President

of the firm of McNerney & Associates, Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY March 28 OF 20 16

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

MARIA PETRILLO-GARGANO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2428763
My Commission Expires 1/14/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
Robert McNerney	70 Lehmann Street Mahwah, New Jersey 07430	100

PUBLIC DISCLOSURE INFORMATION

SIGNATURE: _____

Robert McNerney

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY March 28 OF 20 16

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES 20_____

MARIA PETRILLO-GARGANO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2428763
My Commission Expires 1/14/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

(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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

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

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

Representative's Name/Title (Print): Robert McNerney - President

Representative's Signature: _____

Name of Company: McNerney & Associates, Inc.

Tel. No.: 201-670-8558 Date: 03/28/16

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

The contractor and the President of McNerney & Associates, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Robert McNerney - President
Representative's Signature:
Name of Company: McNerney & Associates, Inc.
Tel. No.: 201-670-8558 **Date:** 03/28/16

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : McNerney & Associates, Inc.

Address : 266 Harristown Road, Glen Rock, NJ 07452

Telephone No. : 201-670-8558

Contact Name : Robert McNerney

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: McNerney & Associates, Inc.

Address: 266 Harristown Road, Glen Rock, NJ 07452

Telephone No.: 201-670-8558

Contact Name: Robert McNerney

Please check applicable category:

____ Minority Owned Business (MBE) ____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE) X 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

CITY OF JERSEY CITY

PROJECT: Jersey City, Real Property Appraisal Services

The undersigned is (a corporation) under the laws of the State

of New Jersey having offices

at 266 Harristown Road, Glen Rock NJ and

submits this proposal in response to the City's RFP.

Signed: _____

Name: Robert McNerney

Title: President

Company: McNerney & Associates, Inc.

Address: 266 Harristown Road, #301

Glen Rock, NJ 07452

Certification 34155

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2010 to 15-JUN-2017

MCNERNEY & ASSOCIATES, INC.
266 HARRISTOWN ROAD
GLEN ROCK NJ 07452 0067

Andrew P. Sidamon-Eristoff
Acting State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

MCNERNEY & ASSOCIATES, INC.

ADDRESS:

266 HARRISTOWN ROAD
GLEN ROCK NJ 07452

EFFECTIVE DATE:

12/09/93

TRADE NAME:

SEQUENCE NUMBER:

0062173

ISSUANCE DATE:

08/23/07

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

CITY OF JERSEY CITY

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The undersigned acknowledges receipt of the following addenda to the bidding document:

THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO BE SENT SEPARATELY

Note: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2(e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: McNerney & Associates, Inc.

Street Address: 266 Harristown Road, #301

City, State, Zip: Glen Rock, New Jersey 07452

Authorized Signature: _____

Date: 03/28/16

REQUEST FOR PROPOSAL
REAL PROPERTY APPRAISAL SERVICES FOR
TAX APPEALS

MCNERNEY & ASSOCIATES, INC.
ROBERT MCNERNEY, MAI, SRA, CRE
266 HARRISTOWN ROAD
SUITE 301 - PO BOX 67
GLEN ROCK, NEW JERSEY 07452
201-670-8558

ATTENTION

MR. PETER FOLGADO
DIRECTOR OF PURCHASING
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASING
394 CENTRAL AVENUE
JERSEY CITY, NEW JERSEY 07307

EXECUTIVE SUMMARY

1. Executed Letter of Qualification
2. Executed Letter of Intent
3. Contents of Proposal
4. Qualifications/Resumes
5. References
6. Copy of Appraisal Licenses
7. Copy of Business Registration Certificate
8. Certificate of Employee Information Report

McNerney & Associates, Inc.

Real Estate Appraisal Services • 266 Harristown Rd., P.O. Box 67, Glen Rock, New Jersey 07452-0067 • (201) 670-8558 • Fax (201) 670-0913

March 28, 2016

Mr. Peter Folgado
Director of Purchasing
Department of Administration
Division of Purchasing
394 Central Avenue
Jersey City, New Jersey 07307

Re: Letter of Qualification

Dear Mr. Folgado:

The undersigned has reviewed its Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City ("City"), dated March 9, 2016 in connection with the City's need for Real Property Appraisal Services for Tax Appeals.

I affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of Robert McNerney.

Robert McNerney
President

Dated: 3/28/16

McNerney & Associates, Inc.

Real Estate Appraisal Services • 266 Harristown Rd., P.O. Box 67, Glen Rock, New Jersey 07452-0067 • (201) 670-8558 • Fax (201) 670-0913

March 28, 2016

Mr. Peter Folgado
Director of Purchasing
Department of Administration
Division of Purchasing
394 Central Avenue
Jersey City, New Jersey 07307

Re: Letter of Intent

Dear Mr. Folgado:

The undersigned, as Respondent, has submitted the attached Proposal in response to a Request for Proposals (RFP) issued by the City of Jersey City ("City"), dated March 9, 2016 in connection with the City's need for Real Property Appraisal Services for Tax Appeals.

ROBERT MCNERNEY HEREBY STATES:

1. The Proposal contains accurate, factual and complete information.

2. Robert McNerney agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.

3. Robert McNerney acknowledges that all costs incurred by them in connection with the preparation and submission of the Proposal and any other proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.

4. Robert McNerney hereby declares that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City. Robert McNerney declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

5. Robert McNerney acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgement). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

6. Robert McNerney acknowledges that any contract executed with respect to the provision of Real Estate Appraisal Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

Robert McNerney, President
McNerney & Associates, Inc.

Dated: 3/28/16

Section 3.1 **CONTENTS OF PROPOSAL**

1. Robert McNerney, MAI, SRA, CRE (See attached Resume)

2. Robert Larcara (See attached License & Resume)
William Yirce (See attached License & Resume)

3. Robert Larcara - 15 Years Municipality Representation
William Yirce - 10 Years Municipality Representation

4. McNerney & Associates, Inc. has provided real estate appraisal services for the defense of Tax Appeals for more than 30 years throughout Northern New Jersey. During this time period the firm has represented more than 70 municipalities including the City of Englewood, City of Garfield, City of Hackensack and the City of Passaic.

5. The firm has more than 25 years of experience in appraising properties in Jersey City and currently represents the Hudson County Municipalities of East Newark, Guttenberg, North Bergen, Secaucus and Weehawken.

6. Kevin Esposito, CTA
Tax Assessor
Town of Morristown
200 South Street
Morristown, New Jersey 07960
201-247-0039

Arthur Carlson, CTA
Tax Assessor
City of Hackensack
65 Central Avenue
Hackensack, New Jersey 07601
201-398-6325

Thomas Poalillo, CTA
Tax Assessor
City of Passaic
330 Passaic Street
Passaic, New Jersey 07055
201-984-47941

James Tighe, CTA
Tax Assessor
City of Garfield
111 Outwater Lane
Garfield, New Jersey 07417
973-943-2726

7. The firm will provide all of the necessary services required to defend the City in the defense of Tax Appeals, including but not limited to, preparation of appraisals, testimony, consultation, attendance at settlement conferences and any other meetings the City requires.

8. The hourly rate for Robert McNerney, MAI, SRA, CRE will be billed at $150.00 with all associates at $100.00.

FINANCIAL CONDITION OF THE FIRM

The firm has an annual income of more than $2,500,000 with very little debt. The firm, nor Robert McNerney, has ever been involved in a bankruptcy and there is no pending litigation. We have been located at our current address for more than nine years and there are no planned office closures or impending mergers. McNerney and Associates, Inc. has been in business since 1993 and has never operated under a different name.

REFERENCES

Kevin Esposito, CTA
Tax Assessor
Town of Morristown
200 South Street
Morristown, New Jersey 07960
201-247-0039
$106,475 - 2015
Defense of Tax Appeals

Arthur Carlson, CTA
Tax Assessor
City of Hackensack
65 Central Avenue
Hackensack, New Jersey 07601
201-398-6325
$373,950 - 2015
Defense of Tax Appeals

Thomas Poalillo, CTA
Tax Assessor
City of Passaic
330 Passaic Street
Passaic, New Jersey 07055
201-984-47941
$34,000 - 2015
Defense of Tax Appeals

James Tighe, CTA
Tax Assessor
City of Garfield
111 Outwater Lane
Garfield, New Jersey 07417
973-943-2726
$47,400 - 2015
Defense of Tax Appeals

James Anzevino, CTA
Tax Assessor
Borough of Paramus
1 Jockish Square
Paramus, New Jersey 07652
$55,062 - 2015
Defense of Tax Appeals

Denis McGuire
Tax Assessor
Borough of East Rutherford
1 Everett Place
East Rutherford, New Jersey 07073
$91,250 - 2015
Defense of Tax Appeals

PROFESSIONAL QUALIFICATIONS
ROBERT MCNERNEY
MAI, SRA, CRE

BUSINESS ADDRESS:

MCNERNEY & ASSOCIATES, INC.
266 Harristown Road
P.O. Box 67
Glen Rock, New Jersey 07452-0067
Phone: (201) 670-8558

EXPERIENCE:

Active in the appraisal of real property and related real estate activities since 1977. Appraisal experience covers commercial, industrial, residential and special purpose properties. Emphasis has been on ad valorem appraisals as well as fair market valuations.

Have been qualified as an expert in the field of real estate in both State and Federal Courts and have appeared as an Expert Witness in Bankruptcy and Condemnation Proceedings, Tax Appeals, Zoning Cases, etc.

Licensed Real Estate Broker - States of New Jersey and New York

Licensed Appraiser - States of New Jersey and New York

APPRAISAL RELATED EDUCATION:

A.A.S. Degree, Real Estate, Bergen Community College, Paramus, New Jersey.

Graduate - New York University, Real Estate Institute, New York, New York.

AFFILIATIONS:

Member - The Appraisal Institute
Senior Residential Member - The Appraisal Institute
Past President of the Northeast New Jersey Chapter of the Appraisal Institute
Member - The Counselors of Real Estate

PROFESSIONAL QUALIFICATIONS
WILLIAM A. YIRCE JR., CTA, SCGREA

BUSINESS ADDRESS:

MCNERNEY & ASSOCIATES, INC.
266 Harristown Road
P.O. Box 67
Glen Rock, New Jersey 07452-0067
Phone: (201) 670-8558

EXPERIENCE:

Active in the appraisal of real property and related real estate activities since 2005. Appraisal experience covers commercial, industrial, residential and special purpose properties. Emphasis has been on ad valorem appraisals as well as fair market valuations.

Has been qualified as an expert in the field of real estate in New Jersey State Tax Court and has appeared as an expert witness in condemnation proceedings and county tax board proceedings.

Certified Tax Assessor - State of New Jersey

Licensed Real Estate Salesperson - State of New Jersey

State Certified General Real Estate Appraiser - State of New Jersey

Licensed Title Insurance Agent - State of New Jersey

EDUCATION:

B.S. Degree, History and Political Science, Monmouth University, W. Long Branch, NJ

APPRAISAL RELATED EDUCATION: (Total 300+ Classroom Hours and over 6,000 Hours of Experience Education)

Basic Appraisal Principles and Procedures

Apartment Appraisal Concepts & Applications

Real Estate Finance & Valuation Modeling

General Appraiser Income Approach 1 & 2

General Appraiser Market Analysis & Highest and Best Use

Appraisal of Nursing Facilities

The Appraiser as an Expert Witness : Preparation & Testimony

General Appraiser Sales Comparison Approach

Appraisal of Small Income Producing Properties

AFFILIATIONS:

President - Hudson County Tax Assessor's Association

Associate Member - The Appraisal Institute

Member - Real Source Board of Realtors

PROFESSIONAL QUALIFICATIONS
ROBERT LARCARA

BUSINESS ADDRESS:

MCNERNEY & ASSOCIATES, INC.
266 Harristown Road
P.O. Box 67
Glen Rock, New Jersey 07452-0067
Phone: (201) 670-8558

EXPERIENCE:

Active in the appraisal of real property and related real estate activities since 2000. Appraisal experience covers commercial, industrial, multi-family and special purpose properties.

Commercial lending officer for various financial institutions in New Jersey from 1984-2000.

Licensed Real Estate Salesperson - State of New Jersey

Licensed Appraiser - State of New Jersey

EDUCATION:

B.S.B.A. Degree, Villanova University, Villanova, PA - 1984

APPRAISAL RELATED EDUCATION:

Basic Appraisal Principals & Procedures
Apartment Appraisal Concepts & Applications
Real Estate Finance & Valuation Modeling
General Appraiser Income Approach 1 & 2
General Appraiser Sales Comparison Approach
Appraisal of Small Income Producing Properties

AFFILIATIONS:

Member - Real Source Board of Realtors

PARTIAL LIST OF CLIENTS

Lending Institutions

AIG Insurance
Amica Mutual Insurance, Co.
Atlantic Stewardship Bank
Bank United
Bogota Savings
Bolling Springs Savings
Cenlar Bank
Chase Manhattan Bank
Cho Hung Bank of New York
Citibank of New York
Citicorp of New Jersey
Columbia Savings
Connecticut Mutual Life
ConnectOne Bank
Equitable Real Estate
First Commercial Bank
GMAC Commercial Mortgage
Lakeland Bank
New Jersey Postal Credit Union
New York Life
Newton Trust
NVE Savings Bank
Oritani Savings
Sussex Bank
Union State Bank
Valley National Bank

Attorneys

Archer & Greiner
Bittiger & Triolo
Boggia & Boggia
Davenport & Spiotti
DeCottiis, Fitzpatrick & Cole
Diktas, Schandler & Gillen
Donald J. Lenner
Fahy & Choi
Ferrara, Turitz, Harraka & Goldberg
Garibaldi & Garibaldi
Gerber & Sampson
Gittleman, Muhlstock & Chewcaskie
Hartman & Winnicki
Hook, Smith & Meyer
Huntington & Bailey
Jeffer, Hopkinson &Vogel
Kaufmann, Bern & Deutsch
McCarter & English
Randall, Randall & Stevens
Scarinci & Hollenbeck
Schiffman, Berger, Abraham, Kaufman & Ritter
Skoloff & Wolfe
Stephen P. Sinisi
Wells, Jaworski & Liebman
Wolff & Sampson
Zipp & Tannenbaum

New Jersey Municipalities

Allendale
Alpine
Bergenfield
Belleville
Bloomfield
Boonton
Bogota
Carlstadt
Cliffside Park
Closter
Cresskill
Demarest
Dover
Dumont
East Hanover
East Newark
East Rutherford
Edgewater
Elmwood Park
Emerson
Englewood
Englewood Cliffs
Fair Lawn
Fairview
Fort Lee
Franklin Lakes
Garfield
Glen Rock
Guttenberg
Hackensack
Haworth
Hawthorne
Hillsdale
Leonia
Little Falls
Little Ferry
Lodi
Lyndhurst
Mahwah
Maywood
Montvale
Morristown
Mountain Lakes
New Milford
North Arlington
North Bergen
North Caldwell
North Haledon
Northvale
Oakland
Old Tappan
Oradell
Palisades Park
Paramus
Park Ridge
Ridgefield
Ridgefield Park
Rochelle Park
Rutherford
Saddle Brook
Saddle River
Secaucus
South Hackensack
Teaneck
Tenafly
Teterboro
Waldwick
Wallington
Weehawken
Woodland Park
Westwood
Woodcliff Lake
Wood-Ridge

State Agencies & County Governments

N.J. Green Acres Program
N.J. Highway Authority
N.J. Meadowlands Commission
N.J. Transit
North Jersey District Water Supply Commission
Passaic Valley Sewerage Commission

Counties

Bergen County
Hudson County
Passaic County

THIS DOCUMENT IS PRINTED ON WATER MARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE PROHIBITY FEATURES. PLEASE VERIFY AUTHENTICITY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS CERTIFIED

ROBERT MCNERNEY
70 Lehmann St
Mahwah NJ 07430-3009

FOR PRACTICE IN NEW JERSEY AS A(N): Certified General Appraiser

12/16/2015 TO 12/31/2017
VALID

Signature of Licensee/Registrant/Certificate Holder

42RG00041700
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS CERTIFIED

William A. Yirce Jr
34 Rosslee Avenue
North Haledon NJ 07508

FOR PRACTICE IN NEW JERSEY AS A(N): Certified General Appraiser

12/31/2015 TO 12/31/2017
VALID

42RG00237700
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARK PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES TO ASSURE ITS AUTHENTICITY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Real Estate Appraisers Board

HAS LICENSED

Robert R. Larcara
McNerney & Associates
266 Harristown Road
Glen Rock NJ 07452

FOR PRACTICE IN NEW JERSEY AS A(N): Licensed Residential Appraiser

12/18/2015 TO 12/31/2017
VALID

42RA00435400
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

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

City Clerk File No. Res. 16.658

Agenda No. 10.Z.4

Approved: SEP 28 2016

TITLE:

RESOLUTION RESCINDING RESOLUTIONS 16-521 AND 16-598, AND AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 551 BRAMHALL AVENUE A/K/A BLOCK 19601, LOT 6, F/K/A BLOCK 1961, LOT O

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, since July 28, 1995, Charnette D. Thompson has been the owner of 551 Bramhall Avenue a/k/a Block 19601, Lot 6, f/k/a Block 1961, Lot O (Property); and

WHEREAS, the owner purchased the Property for $100,000 and subsequently refinanced the Property for $221,500, which loan was secured by a First Mortgage from Chase Manhattan Bank and $24,700 from the City's HORP Program secured by a second mortgage; and

WHEREAS, on February 23, 2011 the City's mortgage was recorded in Book 17661, at page 815, in the Office of the Hudson County Register, and was subordinate to the owner's First Mortgage; and

WHEREAS, the City's Mortgage requires the homeowner to reside at the property during the period of ten (10) years; and

WHEREAS, the owner now desires to refinance her First Mortgage; and

WHEREAS, in order to obtain the new First Mortgage, First Alliance Home Mortgage, requires the City to subordinate its Mortgage; and

WHEREAS, the amount of the Bank's first loan shall now be $259,462; and

WHEREAS, the Property has appraised for $472,000; and

WHEREAS, the payoff amount is $12,350 as there is currently only 5 years remaining under the loan amortization period; and

WHEREAS, the City's original second Mortgage will remain in second lien position; and

WHEREAS, by the adoption of Resolution 16-521 on August 17, 2016, and Resolution 16-598 on September 14, 2016, the lender's name and amount of the mortgage were incorrect; and

WHEREAS, the City has reviewed the request to subordinate its mortgage to the loan of First Alliance Home Mortgage and, provided the borrower provides a clear title report, has concluded that the fair market value of the property supports both the amount of the new loan and the City's Mortgage.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.658

Agenda No. 10.Z.4 SEP 28 2016

TITLE: **RESOLUTION RESCINDING RESOLUTIONS 16-521 AND 16-598, AND AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 551 BRAMHALL AVENUE A/K/A BLOCK 19601, LOT 6, F/K/A BLOCK 1961, LOT O**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement in a form to be approved by the Corporation Counsel, subordinating the balance of the City's 2nd Mortgage, affecting 551 Bramhall Avenue, a/k/a Block 19601, Lot 6, f/k/a Block 1961 Lot O, to the interests of a new First Mortgage with First Alliance Home Mortgage in an amount not to exceed $259,462, subject to the receipt of a clear title report through the date of closing.

JML/he
09/28/16

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 9.28.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

Prepared by:

STATE OF NEW JERSEY
COUNTY OF HUDSON

James M. LaBianca
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ___ day of September, 2016, by and among the following: Charnette D. Thompson, hereinafter referred to as "Owner" or "Borrower", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and the First Alliance Home Mortgage, hereinafter referred to as "Lender".

WITNESSTH

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

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

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

1. The Property subject to this Agreement is located at 551 Bramhall Avenue, Jersey City, New Jersey a/k/a Block 19601, Lot 6 formerly known as Block 1961, Lot O.

2. The superior debt is more fully described in a note in the original principal sum of $221,500 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sum of $24,700 executed by Borrowers on January 13, 2011, recorded by Borrower on February 23, 2011 in Book 17661, at page 815 and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this ____ day of September, 2016.

CITY OF JERSEY CITY

By:

Robert J. Kakoleski
Business Administrator

STATE OF NEW JERSEY)
ss.:
COUNTY OF HUDSON)

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

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

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