

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

City Clerk File No. Res. 19-437

Agenda No. 10.1

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL offered and moved
adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2019 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2019 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$377,815,592**.

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

1. An emergency temporary appropriation is hereby created for:

"PLEASE SEE ATTACHED LIST"

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2019 Municipal Budget.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	AB	SENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

TITLE: **RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY
 APPROPRIATION**

ACCOUNT DESCRIPTION:	ACCOUNT:	FROM:	TO:
ADMINISTRATORS OFFICE -	20-100 S/W	\$505,000	\$1,169,844
MANAGEMENT AND BUDGET	20-101 S/W	\$150,000	\$312,710
DIV OF PURCHASING	20-102 S/W	\$175,000	\$370,040
REAL ESTATE	20-103 S/W	\$38,000	\$79,933
ARCHITECTURE	20-104 S/W	\$215,000	\$453,208
ENGINEERING & TRAFFIC	20-105 S/W	\$500,000	\$1,084,051
COMMUNICATIONS	20-106 S/W	\$160,000	\$315,156
UTILITY MANAGEMENT	20-107 S/W	\$100,000	\$162,896
RISK MANAGEMENT	20-109 S/W	\$50,000	\$110,537
MAYORS OFFICE	20-110 S/W	\$275,000	\$574,742
RESIDENT RESPONSE CENTER	20-111 S/W	\$225,000	\$425,210
CULTURAL AFFAIRS	20-112 S/W	\$160,000	\$387,061
HUMAN RESOURCES DIRECTOR	20-115 S/W	\$50,000	\$68,306
WORKFORCE MANAGEMENT	20-116 S/W	\$180,000	\$385,765
HEALTH BENEFITS	20-117 S/W	\$60,000	\$128,741
PENSION	20-118 S/W	\$70,000	\$151,188
PAYROLL	20-119 S/W	\$145,000	\$295,650
OFFICE OF THE CITY CLERK	20-120 S/W	\$230,000	\$476,162
MUNICIPAL COUNCIL	20-123 S/W	\$215,000	\$507,822
TREASURY & DEBT MGT	20-131 S/W	\$65,000	\$149,961
ACCOUNTS & CONTROL	20-134 S/W	\$150,000	\$342,642
INFO TECH	20-140 S/W	\$250,000	\$506,239
COLLECTIONS	20-145 S/W	\$190,000	\$413,779
OFFICE OF TAX ASSESSOR	20-150 S/W	\$250,000	\$525,483
LAW	20-155 S/W	\$945,000	\$1,965,207
HEDC DIRECTOR'S OFFICE	20-170 S/W	\$140,000	\$327,400
CITY PLANNING	21-180 S/W	\$245,000	\$548,516
ZONING	21-186 S/W	\$125,000	\$315,784
ECON. DEVELOPMENT	22-171 S/W	\$50,000	\$116,080
HOUSING PRESERVATION	22-194 S/W	\$350,000	\$710,372
CONSTRUCT. CODE OFFICIAL	22-195 S/W	\$675,000	\$1,467,543
COMMERCE	22-197 S/W	\$150,000	\$325,120
POLICE	25-240 S/W	\$29,000,000	\$58,393,275
FIRE	25-265 S/W	\$17,000,000	\$37,103,000
PUBLIC SAFETY DIRECTOR	25-270 S/W	\$300,000	\$515,038
COMMUNICATIONS & TECH	25-271 S/W	\$1,750,000	\$3,509,462
PARKING ENFORCEMENT	25-272 S/W	\$1,050,000	\$2,336,261
DPW DIRECTOR	26-290 S/W	\$580,000	\$1,360,700
BLDG & STREET MAINT.	26-291 S/W	\$950,000	\$1,995,280
SANITATION	26-292 S/W	\$1,300,000	\$2,526,174
NEIGHBORHOOD IMPROVEMENT	26-293 S/W	\$390,000	\$1,000,688
AUTOMOTIVE SERVICES	26-315 S/W	\$610,000	\$1,221,671
HHS DIRECTORS OFFICE	27-330 S/W	\$250,000	\$499,005
DIVISION OF ENVIR. HEALT	27-331 S/W	\$325,000	\$485,337
DISEASE PREVENTION	27-333 S/W	\$170,000	\$349,091
COMMTY HEALTH & WELLNESS	27-334 S/W	\$100,000	\$170,853
DIV. OF SENIOR AFFAIRS	27-335 S/W	\$110,000	\$227,088
FOOD& NUTRITION	27-337 S/W	\$22,000	\$49,500
VETERANS AFFAIRS	27-338 S/W	\$15,000	\$49,967
IMMIGRATION AFFAIRS	27-339 S/W	\$20,000	\$60,500
RECREATION	28-370 S/W	\$1,100,000	\$2,152,465
PARKS MAINTENANCE	28-375 S/W	\$700,000	\$1,615,678
MUNICIPAL COURTS	43-490 S/W	\$1,200,000	\$2,570,747

City Clerk File No. Res. 19-437Agenda No. 10.1TITLE: MAY 22 2019

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY
APPROPRIATION**

PUBLIC DEFENDER - PS	43-495 S/W	\$32,000	\$57,439
ANNUAL AUDIT COSTS	20-135 O/E	\$150,000	\$250,000
INFO TECH	20-140 O/E	\$550,000	\$632,000
HEDC DIRECTOR'S OFFICE	20-170 O/E	\$26,000	\$50,000
CITY PLANNING	21-181 O/E	\$30,000	\$50,000
ZONING	21-186 O/E	\$5,000	\$10,000
HOUSING PRESERVATIONG	22-194 O/E	\$15,000	\$23,500
CONSTRUCTION CODE OFFICIAL	22-195 O/E	\$25,000	\$38,000
COMMERCE	22-197 O/E	\$6,000	\$10,000
BUILDING & STREET MAINT.	26-291 O/E	\$1,275,000	\$1,675,000
DIV. OF ENVIR. HEALTH	27-331 O/E	\$16,000	\$41,000
DISEASE PREVENTION	27-333 O/E	\$25,000	\$50,000
HEALTH & WELLNESS	27-334 O/E	\$8,500	\$18,500
SENIOR AFFAIRS	27-335 O/E	\$20,000	\$30,000
ANIMAL CARE & CONTROL	27-336 O/E	\$240,000	\$440,000
IMMIGRATION AFFAIRS	27-339 O/E	\$21,000	\$31,000
PRIOR YEAR BILLS	30-471 O/E	\$20,469	\$22,401
DPW-UNCLASSIFIED ACCOUNT	31-434 O/E	\$675,000	\$1,725,000
MANAGEMENT AND BUDGET	20-101 O/E	\$90,000	\$115,000
MUNICIPAL RENT	31-432 O/E	\$1,200,000	\$1,600,000
TOTAL INCREASE:			\$71,773,799

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 AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

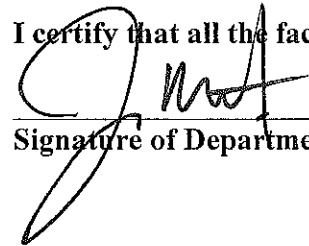
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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

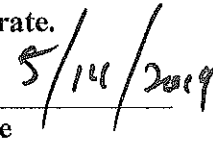
Resolution Purpose

THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER SALARIES & WAGES OPERATING EXPENSES. THE INCREASE IN SALARIES & WAGES REFLECTS A FORMULA TO BRING FUNDING TO 55% OF THE INTRODUCED BUDGET FIGURES. THIS WILL REPLENISH DEPLETED ACCOUNTS AND EXTEND FUNDING INTO THE JUNE PAY PERIODS.

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. 19-438

Agenda No. 10.2

Approved:

TITLE:

WITHDRAWN



**RESOLUTION OF THE CITY OF JERSEY CITY
AUTHORIZING THE CIRCULATION OF A PRELIMINARY
OFFICIAL STATEMENT AND FINAL OFFICIAL
STATEMENT IN CONNECTION WITH THE SALE OF THE
CITY'S BOND ANTICIPATION NOTES, SERIES 2019B,
BOND ANTICIPATION NOTES, SERIES 2019C AND
SPECIAL EMERGENCY NOTES, SERIES 2019D AND
APPROVING A CONTINUING DISCLOSURE CERTIFICATE
WITH RESPECT TO SAID NOTES OF THE CITY, AND
AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), has previously adopted an ordinance numbered 10-085 and finally adopted by the Municipal Council on July 14, 2010 as amended by ordinance numbered 15.125 and finally adopted by the Municipal Council on October 14, 2015 (collectively, "Ordinance 10-085"), an ordinance numbered 18-028 and finally adopted by the Municipal Council on April 25, 2018 ("Ordinance 18-028"), and an ordinance of the City numbered 18-038 and finally adopted by the Municipal Council of the City on May 9, 2018 ("Ordinance 18-038", and together with Ordinance 10-085 and Ordinance 18-028, the "Ordinances"), and a resolution of the City adopted by the Municipal Council of the City on May 9, 2018 (the "2018 Resolution"); and

WHEREAS, the City intends to issue its Bond Anticipation Notes, Series 2019B (Federally Taxable) in an amount not to exceed \$6,695,000 (the "Series 2019B Notes") under Ordinance 10-085 for the purpose of refunding a portion of the City's \$6,825,000 Bond Anticipation Notes, Series 2018B (Federally Taxable) which were issued on June 20, 2018 and mature on June 20, 2019, and used to refinance certain capital improvements; and

WHEREAS, the City intends to issue its Bond Anticipation Notes, Series 2019C in an amount not to exceed \$45,031,115 (the "Series 2019C Notes") under Ordinance 18-038 for the purpose of refunding the City's \$45,031,115 Bond Anticipation Notes, Series 2018C which were issued on June 20, 2018 and mature on June 20, 2019, and used to finance certain capital improvements; and

WHEREAS, the City intends to issue its Special Emergency Notes, Series 2019D (the "Series 2019D Notes", and together with the Series 2019B Notes and the Series 2019C Notes, the "Notes") in an amount not to exceed \$752,400 under Ordinance 18-028 and the 2018 Resolution for the purpose of refunding a portion of the City's \$940,500 Special Emergency Notes, Series 2018D which were issued on June 20 2018 and mature on June 20, 2019, and used to finance the preparation of the City's master plan; and

WHEREAS, all matters pertaining to the sale of the Notes have been delegated by the Ordinances and the 2018 Resolution to the Chief Financial Officer of the City; and

WHEREAS, in connection with the offering and sale of the Notes, the City intends to distribute a Preliminary Official Statement and final Official Statement setting forth certain information relating to the City and the Notes, and the City also intends to enter into a Continuing Disclosure Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

TITLE:

SECTION 1. Authorization for Official Statement. The distribution by the City, and its municipal advisor, of the Preliminary Official Statement relating to the Notes (a draft of which is attached hereto as **Exhibit A** and shall be filed with the records of the City) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof. The Acting Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Acting Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned notes in substantially the form of the Preliminary Official Statement. The Acting Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

SECTION 2. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as **Exhibit B** is hereby approved, and the execution of the Continuing Disclosure Certificate by the Acting Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Notes; however, any holder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 3. Further Action. Any matter relating to the award, sale or execution of the Notes which has been delegated by the Ordinances to the Chief Financial Officer may be performed by said officer. On behalf of the City, the appropriate representatives of the City are authorized and directed to take all steps which are necessary or convenient to effectuate the terms of this Resolution with respect to the issuance, sale and delivery of the Notes, including, but not limited to the execution of all tax certificates and other closing documentation. All such actions heretofore taken are hereby ratified, approved and confirmed.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certificat
 Not Req:

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.22.19		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.			
RIDLEY				YUN				RIVERA						
PRINZ-AREY				SOLOMON				WATTERMAN						
BOGGIANO				ROBINSON				LAVARRO, PRES						

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE CITY'S BOND ANTICIPATION NOTES, SERIES 2019B, BOND ANTICIPATION NOTES, SERIES 2019C AND SPECIAL EMERGENCY NOTES, SERIES 2019D AND APPROVING A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO SAID NOTES OF THE CITY, AND AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION THEREWITH

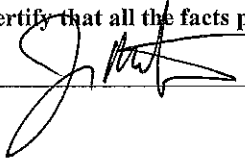
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5036	Jmetro@jcnj.org

Resolution Purpose

Proceeds from the series 2019B and 2019C notes will be used to refinance existing notes originally issued for various capital purposes. Proceeds from the 2019D notes will be used to refinance existing notes originally issued to pay for a new master plan.

I certify that all the facts presented herein are accurate.



Date: 5/14/2019

CERTIFICATE

I, Robert Byrne, Clerk of the City of Jersey City, in the County of Hudson, New Jersey, HERBY CERTIFY that the foregoing annexed extract from the minutes of the meeting of the governing body of the City duly called and held on May 22, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2019.

[SEAL]

ROBERT BYRNE, City Clerk

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

City Clerk File No. Res. 19-439

Agenda No. 10.3

Approved: MAY 22 2019

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of April 10, 2019 the Municipal Council of the City of Jersey City introduced and approved the Central Avenue Special Improvements District following budget for the period July 1, 2019 through June 30, 2020, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on May 22, 2019; and

WHEREAS, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

WHEREAS, all persons having an interest in the budget were given the opportunity to present objections; and

WHEREAS, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

WHEREAS, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

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

1. The Central Avenue Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$143,055 for the Central Avenue Special Improvement District for the period July 1, 2019 through June 30, 2020, which sum shall be raised by taxation during the period July 1, 2019 through June 30, 2020.

Continuation of Resolution _____
 City Clerk File No. Res. 19-439
 Agenda No. 10.3
 TITLE: MAY 22 2019

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Central Avenue Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RB/rj

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABSTAIN			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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Full Title of Ordinance/Resolution

RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

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

Resolution Purpose

ADOPTING AND RATIFYING 2019-2020 BUDGET FOR THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Central Avenue SID Budget for FY20

Central Avenue SID Management Corporation
 366 Central Avenue, Suite 201 Jersey City NJ 07307
 Ph: 201.656.1366 Fx: 201.656.4037



Central Avenue
 SPECIAL IMPROVEMENT DISTRICT
 www.JCHeights.com

Fiscal Year Budget July 1, 2019 - June 30, 2020

Note: General members of the CASID voted on, and adopted, this budget at the Annual Meeting of the Corporation held at 6:00 PM on Tuesday, March 12, 2019 at 366 Central Avenue, Jersey City.

#	Items	SID Assessment	Other Funding	Total
REVENUES				
1	SID Assessment*	111,767		111,767
2	Public Funds (Municipal)		0	0
3	Grants		4,000	4,000
4	Unrestricted (i.e. private/ sponsorships/ fund raising, etc.)		27,288	27,288
TOTAL REVENUES =		111,767	31,288	\$ 143,055
EXPENSES				
<i>Administrative Items</i>				
5	Audit & Accounting	2,670		2,670
6	Utilities and Rent	7,200		7,200
7	Equipment	1,500		1,500
8	Office Supplies	3,500		3,500
9	Telephone/ Internet	2,100		2,100
10	Insurance (Director's, General Liability)	2,000		2,000
11	Other Professional Fees (i.e. legal, license.)	2,000		2,000
12	Administrative Services & Management	14,250		14,250
Subtotal=		35,220		\$ 35,220
<i>Business Development/ Marketing</i>				
13	Communications, Legal Notices, & Advertising	1,000	12,000	13,000
14	Creative Placemaking & Special Events	-	8,000	8,000
15	Marketing and Public Relations Services	28,500		28,500
16	Public Affairs/ Support Services	14,250	300	14,550
17	Holiday Lighting/ Streetscape Decorations	15,000		15,000
18	Website	700		700
Subtotal=		59,450	20,300	\$ 79,750
<i>Public Improvements</i>				
19	Landscaping/ Tree Planting	-	1,000	1,000
20	Streetscape Fixtures	-	2,000	2,000
Subtotal=		-	3,000	\$ 3,000
<i>Sanitation</i>				
21	Personal (i.e. cleaning of public spaces, trash cans, remove handbills, etc.)	16,101	7,988	24,089
22	Supplies (i.e. equipment, paint, etc.)	996	-	996
Subtotal=		17,097	7,988	\$ 25,085
TOTAL EXPENSES =		111,767	31,288	\$ 143,055
REVENUE / EXPENSE SUMMARY				
		SID Assessment	Private/ other	Total
	Revenues	\$ 111,767	\$ 31,288	\$ 143,055
	Expenses	\$ 111,767	\$ 31,288	\$ 143,055
	Excess / Deficiencies	\$ 0	\$ (0)	\$ (0)

*SID Assessment: Rate (\$18.15) x Commercial Property Front Footage (total of 6,158 feet in the district) = \$111,767

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

City Clerk File No. Res. 19-440

Agenda No. 10.4

Approved: MAY 22 2019

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL
Resolution:

offered and moved adoption of the following

WHEREAS, on April 15, 2019 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Central Avenue Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

WHEREAS, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

WHEREAS, on May 22, 2019, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

WHEREAS, the Municipal Council considered the comments at the public hearing; and

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Central Avenue Special Improvement District for the budget year July 1, 2019 through June 30, 2020; and

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

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the Central Avenue Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	ABS	TAI		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Ordinance/Resolution

RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

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

Resolution Purpose

ACCEPTING THE 2019-2020 ASSESSMENT ROLL FOR THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 CENTRAL AVENUE ASSESSMENT ROLL

Block	Lot	Qual	Owner	Property Location	Bill Amt
3702	35		2 SHERMAN PLACE, L.L.C.	261-263 CENTRAL AVE.	\$490.26
3701	39		243 CENTRAL AVE, LLC.	243 CENTRAL AVE.	\$580.83
3701	38		245 CENTRAL AVENUE, LLC	245 CENTRAL AVE.	\$453.78
3701	37		247 CENTRAL AVENUE, LLC	247 CENTRAL AVE.	\$453.78
4404	2		250 CENTRAL, LLC	250 CENTRAL AVE.	\$644.18
3701	35		251 CENTRAL AVENUE, L.L.C.	251 CENTRAL AVE.	\$453.78
4404	7		260 CENTRAL AVE. LLC.	260 CENTRAL AVE.	\$1,361.33
4404	8		264 CENTRAL AVE., LLC.	264 CENTRAL AVE.	\$453.78
4404	14		274-276 CENTRAL AVENUE, LLC	274-276 CENTRAL AVE.	\$907.55
3702	30		279 CENTRAL AVENUE LLC	279 CENTRAL AVE.	\$400.77
3702	29		281 CENTRAL AVE. JC, LLC.	281 CENTRAL AVE.	\$452.32
3702	27		285 CENTRAL AVE NJ LLC.	285 CENTRAL AVE.	\$447.24
3801	20		288 CENTRAL VENA LLC.	288 CENTRAL AVE.	\$453.78
3801	22		292 CENTRAL AVE. LLC	292 CENTRAL AVE.	\$453.78
3703	29		295 CENTRAL, LLC	295 CENTRAL AVE.	\$453.78
3801	25		298 CENTRAL REALTY HOLDING, LLC	298 CENTRAL AVE	\$453.78
3703	27		299 CENTRAL AVE. LLC	299 CENTRAL AVE.	\$453.78
3801	27		302 CENTRAL AVENUE, LLC	302 CENTRAL AVE.	\$413.84
3801	11		304 CENTRAL ENTERPRISES II, L.L.C.	304 CENTRAL AVE.	\$453.78
3801	30	C8001	310 CENTRAL CORP.	310 CENTRAL AVE.	\$453.78
2901	24		320 CENTRAL OWNER LLC%STANDARD GRP	320 CENTRAL AVE.	\$943.85
2901	25		324-326 CENTRAL AVE. LLC.	324.5 CENTRAL AVE.	\$907.55
2801	25		337 REALTY COMPANY, LLC, C/O RITE AID	337 CENTRAL AVE.	\$906.82
2802	29		343 CENTRAL AVE., LLC % FABCO E., INC	343 CENTRAL AVE.	\$453.78
2901	28		344 CENTRAL AVE., LLC	344 CENTRAL AVE.	\$453.78
2802	27		349 CENTRAL AVE. JERSEY CITY, LLC.	349 CENTRAL AVE.	\$1,105.76
2901	35		358-360 CENTRAL AVE. LLC.	360 CENTRAL AVE.	\$453.78
2901	34		358-360 CENTRAL AVE., LLC	358 CENTRAL AVE.	\$453.78
2803	26		371 CENTRAL LLC % EILEEN FISHMAN	371 CENTRAL AVE.	\$453.78
2201	2		376 CENTRAL REALTY LLC	376 CENTRAL AVE.	\$516.21
2804	32		387 CENTRAL AVE LIMITED	387 CENTRAL AVE.	\$453.78
2804	30	C8001	391 CENTRAL AVE., LLC.	391 CENTRAL AVE.	\$397.69
2804	28		397 CENTRAL AVENUE, LLC	397-99 CENTRAL AVE.	\$710.79
2201	11		398 CENTRAL AVENUE, LLC	398 CENTRAL AVE.	\$453.78
2201	12		400 CENTRAL NJ LLC.	400 CENTRAL AVE.	\$453.78
2804	27		401 REALTY, CORP.	401-03 CENTRAL AVE.	\$916.63
2201	14		404-E CENTRAL AVENUE LLC.	404 CENTRAL AVE.	\$453.78
2201	15		406-408 CENTRAL AVE LLC.	406 CENTRAL AVE.	\$453.78
2201	16		406-408 CENTRAL AVE LLC.	408 CENTRAL AVE.	\$453.78
2805	35		407 CENTRAL, LLC	407-409 CENTRAL AVE.	\$707.89
2201	17		410 CENTRAL PARTNERS, LLC	410 CENTRAL AVE.	\$453.78
2201	18		410 CENTRAL PARTNERS, LLC	412 CENTRAL AVE.	\$453.78
2201	19		414 CENTRAL AVENUE, JCNJ, LLC	414 CENTRAL AVE.	\$453.78

Block	Lot	Qual	Owner	Property Location	Bill Amt
2201	22		420 CENTRAL AVE. LLC.	420 CENTRAL AVE.	\$453.78
2202	3		436 CENTRAL, LLC %RICHARD SELTZER	436 CENTRAL AVE.	\$453.78
1508	18		437 CENTRAL AVE, LLC%THE STANDARD GP	437 CENTRAL AVE.	\$907.55
1507	22		449 CENTRAL AVENUE LLC	449 CENTRAL AVE.	\$453.78
1507	21		451 CENTRAL REALTY, LLC	451 CENTRAL AVE.	\$453.78
2202	10		454 CENTRAL, LLC	454 CENTRAL AVE.	\$453.78
1506	22		465 CENTRAL AVE., JC, LLC	465.5 CENTRAL AVE.	\$304.94
1506	19		471 CENTRAL GROUP, LLC%LEITER PROP	471 CENTRAL AVE.	\$453.78
1601	25		472 CENTRAL AVE. LLC.	472 CENTRAL AVE.	\$453.78
1601	24		474 CENTRAL, LLC.	474 CENTRAL AVE.	\$453.78
1505	30		503 CENTRAL AVENUE LLC	503 CENTRAL AVE.	\$453.78
1505	29		505 CENTRAL AVE, LLC.,	505 CENTRAL AVE.	\$453.78
1505	27	C8001	509 CENTRAL AVENUE, L.L.C.	509 CENTRAL AVE.	\$230.70
1505	27	C8002	509 CENTRAL AVENUE, L.L.C.	509 CENTRAL AVE.	\$331.98
1505	26		511 CENTRAL AVE, LLC	511 CENTRAL AVE.	\$562.68
1505	25		513 CENTRAL AVENUE CORPORATION	513 CENTRAL AVE.	\$508.23
1601	5		514 CENTRAL AVENUE, LLC	514 CENTRAL AVE.	\$453.78
1601	1		522 CENTRAL AVENUE, L.L.C.	522 CENTRAL AVE.	\$346.68
2801	26		A.M. REALTY OF JERSEY CITY, LLC	335 CENTRAL AVE.	\$508.95
2802	28		AJ CENTRAL AVENUE LLC.	345 CENTRAL AVE.	\$943.85
3701	34		AK 253, L.L.C.	253 CENTRAL AVE.	\$453.78
4404	3		AK 471, LLC	252 CENTRAL AVE.	\$542.53
1504	28		AWANY, ABDUL M.	489 CENTRAL AVE.	\$453.78
2201	1		B.G. LISSON LLC	368-374 CENTRAL AVE.	\$1,889.16
2201	3	C0002	BERGEN HUDSON MEDICAL PROP. LLC	378 CENTRAL AVE.	\$326.72
1505	28		BORAL, ISIDOR	507 CENTRAL AVE.	\$399.32
1508	23		BOTROL, IHAB & WAGICH	427 CENTRAL AVE.	\$453.78
2802	26		BOWERS CENTRAL C/O P.HIRSCHMANN INC	353-55 CENTRAL AVE.	\$730.58
2901	30		BROTHER & BROTHER REALTY, LP	346.5 CENTRAL AVE.	\$385.71
1506	20		BUSCHHOFF, JUSTINA N.	469 CENTRAL AVE.	\$453.78
4404	12		C H & B RLTY CORP INC	268 CENTRAL AVE.	\$1,361.33
2201	10		CAMPOS, JOSE L. & GELSOMINA	396 CENTRAL AVE.	\$459.95
2202	11		CARDONA, MARIA	456 CENTRAL AVE.	\$453.78
1504	32		CATHMAR CORP C/O DE GIOIA C.	481 CENTRAL AVE.	\$453.78
1504	27		CENTRAL 491 REALTY, L.L.C.	491 CENTRAL AVE.	\$453.78
1601	14		CENTRAL 496 LLC.	496 CENTRAL AVE.	\$305.84
1601	16		CENTRAL AVE. 492 & 1461 LLC.	492 CENTRAL AVE.	\$453.78
1601	11		CENTRAL AVE. 500, LLC	500 CENTRAL AVE.	\$317.64
3703	28		CENTRAL AVENUE REALTY LLC	297 CENTRAL AVE.	\$453.78
1507	23		CENTRAL SUMMIT LLC	447 CENTRAL AVE.	\$490.08
1506	18		CHI, YU YAN & GUO, BING LIAN	473 CENTRAL AVE.	\$453.78
3801	23		CHOE, KYU O.LEE, SOON Y. & MYONG S.	294 CENTRAL AVE.	\$453.78
1601	6		CHURCH & SWAN PROPERTIES, L.L.C.	510 CENTRAL AVE.	\$453.78
1507	19		CITRO, VINCENT	453.5 CENTRAL AVE.	\$327.44
1507	18		CITRO, VINCENT & FRANCA	455 CENTRAL AVE.	\$335.79
1507	17		CITRO, VINCENT & FRANCA	457 CENTRAL AVE.	\$453.78

Block	Lot	Qual	Owner	Property Location	Bill Amt
2202	14		D & K CENTRAL AVENUE, LLC	462 CENTRAL AVE.	\$453.78
2805	31		DANG REALTY, L.L.C.	419 CENTRAL AVE.	\$453.78
4404	15		DE MARCHI, ANTHONY R.	278 CENTRAL AVE.	\$453.78
2803	28		DEE & DEE OF J.C.,INC C/O DEE & DEE	361 CENTRAL AVE.	\$907.55
3702	34		DEMARCHI, ANTHONY R.	265 CENTRAL AVE.	\$417.65
4404	4		DR. NARD, LLC	254 CENTRAL AVE.	\$365.02
1601	21		E & R PROPERTY ENTERPRISES, LLC	482 CENTRAL AVE.	\$453.78
3703	30		EQUITY ONE, LLC.	293 CENTRAL AVE.	\$1,183.26
4404	16		FAMILIA CORP. C/O BERMUDEZ	280 CENTRAL AVE.	\$453.78
1601	12.01		FIGUEROA, ROLANDO & ROBERTO	498 CENTRAL AVE.	\$605.15
2901	33		FIRST FIDELITY N.C. C/O T. REUTERS	356 CENTRAL AVE.	\$453.78
3704	32		FIRST OPPORTUNITY REALTY L.P.	311 CENTRAL AVE.	\$453.78
3701	40		FIRST SAVINGS % SOVEREIGN BANK	241 CENTRAL AVE.	\$598.98
3704	35		FLEET C/O BANK OF AMERICA	303 CENTRAL AVE.	\$916.63
2803	27		GABESONS RLTY., LLC	365 CENTRAL AVE.	\$1,361.33
2202	13		GALLO, EDDY	460 CENTRAL AVE.	\$453.78
3702	31		GONZALEZ, OSCAR & LINA	277 CENTRAL AVE.	\$435.62
2201	23		GUO, CAO H.	422 CENTRAL AVE.	\$453.78
3801	21		HANDAL, DOMINGO & LINDA	290 CENTRAL AVE.	\$453.78
1601	19		HARI OM REAL ESTATE LLC	486 CENTRAL AVE.	\$399.32
3701	33		HEMANT SHAH FAMILY FOUNDATION INC.	255 CENTRAL AVE.	\$453.78
2804	31		HJ& P ENTERPRISES LLC	389 CENTRAL AVE.	\$453.78
4404	9		HJC REALTY, LLC	266 CENTRAL AVE.	\$453.78
4404	1		IEZZI, ROBERT J.	248 CENTRAL AVE.	\$455.77
2801	29		J K CITY, L.L.C.	325 CENTRAL AVE.	\$907.55
1505	31		JC CENTER LLC	501 CENTRAL AVE.	\$562.68
2804	29		JCP G.4,LLC,JCP JE 4,LLC&JCP Z4,LLC	393-95 CENTRAL AVE.	\$698.27
1601	2		JCP G.6,LLC,JCP JE 6,LLC&JCP Z6,LLC	520 CENTRAL AVE.	\$453.78
1601	3		JCP G.6,LLC,JCP JE 6,LLC&JCP Z6,LLC	518 CENTRAL AVE.	\$453.78
1601	4		JCP G.6,LLC,JCP JE 6,LLC&JCP Z6,LLC	516 CENTRAL AVE.	\$453.78
2805	30		JCZL, INC.	421 CENTRAL AVE.	\$453.78
2901	37		JERAD RLTY CO INC	364 CENTRAL AVE.	\$363.02
4404	18		JERSEY DRUG REALTY, LLC	286 CENTRAL AVE.	\$453.78
3702	33		JHG REALTY, LLC	267 CENTRAL AVE.	\$453.78
1601	18		JMD PARTNERS, LLC	488 CENTRAL AVE.	\$453.78
3704	33		KING'S SON REALTY, L.L.C.	309 CENTRAL AVE.	\$453.78
3701	41		KWOK, CHUN HAP	239 CENTRAL AVE.	\$453.78
1601	23		KWON, OK.B.AHN	476 CENTRAL AVE.	\$453.78
3701	43		LAM, KAM CHU	235 CENTRAL AVE.	\$453.78
2201	24		LEE, SAMMY B. & YOUNG HEE	424-426 CENTRAL AVE.	\$907.55
3703	31		LEE,A.,LEE,B.,JUAN, I.&ESAC, B.	289 CENTRAL AVE.	\$422.01
1505	32		LI, KWAN & LAM, MANG SING	499 CENTRAL AVE.	\$344.87
2901	36		LI, XIANLENG & WANG, DANYANG	362 CENTRAL AVE.	\$363.02
3701	44		LITTLE IZCUCHACA INC	233-231 CENTRAL AVE.	\$907.55
4403	1		LOCON PROPERTIES, INC.	232 CENTRAL AVE.	\$3,684.65
3703	32		LU, ADI C.C.& KATHLEEN L.	287 CENTRAL AVE.	\$485.54

Block	Lot	Qual	Owner	Property Location	Bill Amt
1508	19		MARCO CENTRAL AVENUE, LLC	435 CENTRAL AVE.	\$453.78
2201	7		MBKB REAL ESTATE CO.	386 CENTRAL AVE.	\$453.78
2202	5		MEC 444 CENTRAL AVE., LLC	440 CENTRAL AVE.	\$450.14
2202	6		MEC 444 CENTRAL AVE., LLC	442 CENTRAL AVE.	\$450.14
2202	7		MEC 444 CENTRAL AVE., LLC	444 CENTRAL AVE.	\$915.17
1601	17		MEHTA,ASHOK & RANJANA K.	490 CENTRAL AVE.	\$453.78
4404	6		MGLLCJOURNAL SQUARE JERSEY CITY,LLC	256-258 CENTRAL AVE.	\$907.55
3704	30		MOBO REALTY,INC.	315-317 CENTRAL AVE	\$907.55
1506	25		MOHAMED, KAHLED	461-63 CENTRAL AVE.	\$907.55
1508	21		MOHAMED, KAHLED & SYLVIA	431 CENTRAL AVE.	\$453.78
2802	30		MRL, INC.	341 CENTRAL AVE.	\$453.78
2202	4		MYCADI, L.L.C.	438 CENTRAL AVE.	\$453.78
3801	29		NEW 308 CENTRAL, LLC	308 CENTRAL AVE.	\$453.78
2202	2		NNJ PROPERTIES, LLC	434 CENTRAL AVE.	\$593.54
2202	1		NNJ PROPERTIES, LLC	428 CENTRAL AVE.	\$1,124.64
3701	32		P & V CORPORATION	257 CENTRAL AVE.	\$453.78
1508	22		P R 429,LLC	429 CENTRAL AVE.	\$453.78
2901	27.01	BLDG	PARK AUTH J C %PANEPINTO PROPERTIES	328 CENTRAL AVE	\$1,815.10
2901	27.02	BLDG	PARKING AUTHORITY % PANEPINTO	338-342 CENTRAL AVE.	\$3,634.74
2201	8		PASCALE INVESTMENTS, LLC.	390 CENTRAL AVE.	\$453.78
1504	30		PATEL, MAHESH & VINA	485 CENTRAL AVE.	\$453.78
2202	12		PILAMUNGA, RUBEN & MARIA	458A CENTRAL AVE.	\$453.96
2805	33		PRIORE, FRANCO & LUCIA	413 CENTRAL AVE.	\$453.78
1508	24		PRZYBOJEWSKI, HALINA	425 CENTRAL AVE.	\$453.78
2202	9		QUIJANO, LINDA	452 CENTRAL AVE.	\$453.78
1508	20		REBASK, L.L.C.	433 CENTRAL AVE.	\$453.78
2201	13		RJS CENTRAL, LLC	402 CENTRAL AVE.	\$453.78
1504	31		ROSELLA, INC	483 CENTRAL AVE.	\$453.78
2901	31		ROSEN INVESTMENTS,LLC.%SOVEREIGN B.	348 CENTRAL AVE.	\$395.33
1506	23		RUIZ, ALFONSO	465 CENTRAL AVE.	\$304.94
2201	5		SAPUTO, SALVATORE	382A CENTRAL AVE.	\$297.49
2201	4		SAPUTO, SALVATORE	382 CENTRAL AVE.	\$303.30
2201	6		SAPUTO, SALVATORE	384 CENTRAL AVE.	\$307.30
2201	3	C0001	SAPUTO, SALVATORE	378-380 CENTRAL AVE.	\$326.72
3801	1		SAPUTO, SAVATORE & MARIA	312-318 CENTRAL AVE.	\$1,815.10
1601	22		SHAH, HITESH J.	480 CENTRAL AVE.	\$907.55
3801	26		SHAH, ROHIT & JITA	300 CENTRAL AVE.	\$415.11
3801	28		SHAH, ROHIT & JITA	306 CENTRAL AVE.	\$453.78
1507	20		SHAPIRO, ROBERT B	453 CENTRAL AVE.	\$333.98
2901	1		SOK & YOO REALTY, LP	366 CENTRAL AVE.	\$453.78
3704	34		SOLOMON, GARY & DIANE	307 CENTRAL AVE.	\$444.70
1506	21		ST: MINA HOLDINGS, LLC	467 CENTRAL AVE.	\$304.94
2805	34		SUN, SHAN SHAN	411 CENTRAL AVE.	\$653.44
2901	29		TAKE REALTY, LP	346 CENTRAL AVE.	\$385.71
3703	26		TAN, ELIZABETH & GERARDO	301 CENTRAL AVE.	\$453.78
3701	36		TAWDROS, LLC.	249 CENTRAL AVE.	\$453.78

Block	Lot	Qual	Owner	Property Location	Bill Amt
1601	7		TEJ DIP, LLC	506-508 CENTRAL AVE.	\$907.55
3801	24		TGH 296, LLC	296 CENTRAL AVE.	\$453.78
2801	27		TGH 333, LLC	333 CENTRAL AVE.	\$399.32
1506	17		THE CONGRESS STREET PROPERTIES, LLC	475 CENTRAL AVE.	\$453.78
2801	28		THE GRAND HEIGHTS, LLC	329-331 CENTRAL AVE	\$907.55
1507	24		THE HUYNH LE PROPERTIES, LLC	443 CENTRAL AVE.	\$871.25
2201	21		THE WINS PROPERTY, LLC	418 CENTRAL AVE.	\$453.78
2803	29		TRUST COMPANY OF NEW JERSEY	359 CENTRAL AVE.	\$907.55
3702	28		VILLARI, DOROTHY	283 CENTRAL AVE.	\$423.83
3701	42		VIVA ANAMI LLC	237 CENTRAL AVE.	\$453.78
3704	31		WEALTH REALTY L.P.	313 CENTRAL AVE	\$453.78
2201	20		ZHENG, QI-CAN	416 CENTRAL AVE.	\$453.78
					\$111,772.89

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Central Avenue Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **Wednesday, May 22, 2019 at 6:00 P.M.** at City Hall in the Anna & Anthony R. Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

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

City Clerk File No. Res. 19-441

Agenda No. 10.5

Approved: MAY 22 2019

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2020 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 94-024**, the City of Jersey City established the Journal Square Special Improvement District (JSSID) to be operated by the Journal Square Special Improvement District Management Corporation; and

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

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

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

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

WHEREAS, the District Management Corporation of Journal Square Special Improvement District has submitted its 2020 fiscal year budget, July 1, 2019 – June 30, 2020 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2020 fiscal year budget, July 1, 2019 – June 30, 2020 of the Journal Square Special Improvement District, attached hereto as Exhibit A, was approved by the Journal Square Special Improvement District at its April 9, 2019 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 19-441

Agenda No. 10.5 **MAY 22 2019**

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing publish a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and publish a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2019.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**
5.22.19

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Ordinance/Resolution

RESOLUTION (1) INTRODUCING AND APPROVING THE 2020 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jenj.org	201 547-5149

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

Resolution Purpose

INTRODUCING 2019-2020 BUDGET FOR THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/15/19

Date

JSSID Budget for FY20

Journal Square Special Improvement District
14 PATH Plaza, Jersey City, NJ 07306

Date Submitted District Approved 2019-04-09 **NO ASSESSMENT INCREASE**

See Below *	Items	SID Assessment	Private	Reserve Fund	Totals
REVENUES					
A7	Journal Square SID Assessment	\$ 773,000.00			\$ 773,000.00
A8	JSSID Reserve Fund			\$ 15,000.00	\$ 15,000.00
A9	Private Cash/Fees/Sponsorships		\$ 7,500.00		\$ 7,500.00
A10	Interest		\$ 1,000.00		\$ 1,000.00
TOTAL REVENUES		\$ 773,000.00	\$ 8,500.00	\$ 15,000.00	\$ 796,500.00
EXPENSES					
Administrative Items					
A18	Rent				\$ -
A19	Insurance	\$ 3,400.00			\$ 3,400.00
A20	Equipment:IT/Copier/Svc	\$ 1,000.00			\$ 1,000.00
A21	Supplies	\$ 2,100.00			\$ 2,100.00
A22	Audit/Filing	\$ 4,600.00			\$ 4,600.00
A23	Legal	\$ 1,000.00			\$ 1,000.00
A24	Parking & Storage	\$ 2,000.00			\$ 2,000.00
A27	Telephone/Internet	\$ 3,500.00			\$ 3,500.00
A28	Website Hosting & Maintenance	\$ 2,400.00			\$ 2,400.00
Administrative Items Subtotals		\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Administration					
A32	Management/Advocacy Fees	\$ 75,000.00			\$ 75,000.00
Administration Subtotals		\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
Marketing/Promotions/Community Programs & Development					
A35	Program Management	\$ 69,700.00			\$ 69,700.00
A36	District Marketing & Promotions	\$ 15,000.00	\$ 5,000.00		\$ 20,000.00
A43	Retail Promotions and Support	\$ 1,000.00			\$ 1,000.00
A46	Community Development, Programs & Partnerships	\$ 12,600.00			\$ 12,600.00
Marketing/Promotions/Community Subtotals		\$ 98,300.00	\$ 5,000.00	\$ -	\$ 103,300.00
Operations					
A53	Landscaping/Planters/Plants	\$ 4,400.00	\$ 3,500.00	\$ 15,000.00	\$ 22,900.00
A54	Maintenance/Ambassadorial Services	\$ 563,300.00			\$ 563,300.00
A55	Maintenance Supplies	\$ 12,000.00			\$ 12,000.00
Operations Subtotals		\$ 579,700.00	\$ 3,500.00	\$ 15,000.00	\$ 598,200.00
TOTAL EXPENSES		\$ 773,000.00	\$ 8,500.00	\$ 15,000.00	\$ 796,500.00
REVENUE / EXPENSE SUMMARY					
		SID	Private	Reserve Fund	Total Budget
	Revenues	\$ 773,000.00	\$ 8,500.00	\$ 15,000.00	\$ 796,500.00
	Expenses	\$ 773,000.00	\$ 8,500.00	\$ 15,000.00	\$ 796,500.00
	Excess / Deficiencies	\$ -	\$ -	\$ -	\$ -

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

City Clerk File No. Res. 19-442
 Agenda No. 10.6
 Approved: MAY 22 2019
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 36 EASTERN PARKWAY, JERSEY CITY, NJ 07305, A/K/A BLOCK 26602, LOT 00051 F/K/A BLOCK 1463, LOT 11.A.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 7, 2008, Carmesha Swan ("Borrowers") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the amount of \$24,900.00 made under the HORP/SHRP Program; and

WHEREAS the Mortgage was recorded in Book 16668 at Page 00138 of the Register of Deeds for Hudson County on February 25, 2008; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property, does not sell the property, and that the property remain affordable to low and moderate income households; and

WHEREAS, the mortgage affects property known as 36 Eastern Parkway, Jersey City, a/k/a block 26602, lot 00051 f/k/a block 1463, lot 11.A; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and is requesting that the mortgage be discharged because ten (10) years have passed since the loan was made and the Borrowers have met all of the mortgage's requirements; and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,900.00 affecting 36 Eastern Parkway, Jersey City, a/k/a block 26602, lot 00051 f/k/a block 1463, lot 11.A.

AF/mma
 5/8/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 36 Eastern Parkway, Jersey City, NJ 07305

Initiator

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

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 36 Eastern Parkway, Jersey City, NJ 07305

Old Block: 1463 Lot: 11.A, New Block: 26602 Lot: 00051

HORP/SHRP Mortgage Amount: \$24,900.00

Execution Date of HORP Mortgage: January 7, 2008


Recording Date of HORP Mortgage: February 25, 2008 Book: 16668 Page: 00138

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: 01/07/2018
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.



Signature of Division Director

4/29/19

Date



Signature of Department Director

5-3-19

Date

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

City Clerk File No. Res. 19-443

Agenda No. 10.7

Approved: MAY 22 2019

TITLE:



A RESOLUTION HONORING REVEREND JOSEPH L. JONES, SR FOR HIS DECADES OF SERVICE TO MONUMENTAL BAPTIST CHURCH

WHEREAS, Rev. Joseph L. Jones, Sr. is a native of Valdosta, Georgia and the seventh child and son of Garfield and Katie Bell Jones. Rev. Jones attended Elementary, Junior High and Pinevale High School in Valdosta, graduating in 1964 before making his way to study at Jersey City State College; and,

WHEREAS, at Jersey City State College (now NJCU) Rev. Joseph L. Jones, Sr received a Bachelor of Arts degree in Economics. Rev. Jones continued his education and completed additional courses in Management and Marketing at St. John's University, Queens; and,

WHEREAS, On September 29, 1964, Joseph Jones married his love, Annie Rea Chandler and together they moved to Jersey City in August of 1965. Living in Jersey City, they have raised their four children: Juanita, Joseph Junior, Aletha and Alison; and,

WHEREAS, Monumental Baptist Church has been a staple in Jersey City since its beginnings in a store front on Johnston Ave in 1900. After settling in Jersey City, Reverend Joseph L. Jones Sr. became an active member of Monumental Baptist Church. The Rev. Jones was soon a member of the Sunday school, the Male Chorus, the Senior Choir, and the MYCO Club. The Reverend's service with Monumental and to God continued and soon Rev. Jones was a Deacon, Benevolent Treasurer and Chairman of the Deacon Board; and,

WHEREAS, Reverend Joseph L. Jones Sr officially answered the call to ministry in 1992 and was licensed to preach. At Monumental Baptist Church, Rev. Jones ministered to the congregation as Director of Visitation, Pastoral Care Giver and Assistant to the Pastor. In April of 1994, the Reverend was ordained by the North Jersey Council. Soon afterwards at Monumental Baptist Church, the Rev. Jones was the Acting Pastor, Interim Pastor, and Pastor Elect. Then in April of 1997, the Reverend Joseph L. Jones Sr. was installed as Pastor of Monumental Baptist Church where his vision for Monumental has been strongly rooted in the spirituality of Godly Love and community enlightenment; and,

WHEREAS, Reverend Joseph L. Jones, Sr. is a strong advocate for the educational pursuits of the congregation and as well as an advocate for the Jersey City community at large. In 1999, the Reverend was awarded the status of an "Eagle", a special role model for the students at Rev. Dr. Erceel Webb Public School #22 in Jersey City, he was appointed on the Mayor's Religious Advisory Council, and was the first black Police Chaplain in Jersey City; and,

WHEREAS, on May 5th, 2019 the Reverend Joseph L. Jones Sr. is being honored for his dedication and service and for truly living his vision for Monumental of "Do Something Good for Someone Else" at his retirement party in Newark, New Jersey.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby recognizes and honors Reverend Joseph L. Jones Sr. for his many years of service to his congregation and to all of us here in Jersey City and wishes him a peaceful, healthy and blessed retirement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

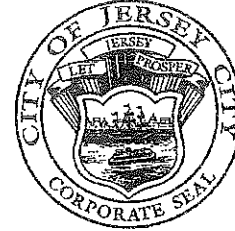
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-444

Agenda No. 10.8

Approved: MAY 22 2019

TITLE:



A RESOLUTION COMMEMORATING THE LIFE OF FIRST LADY DIANE BAKER-BYRD

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

WHEREAS, on September 22, 1950, Ethel and Charles Baker welcomed **First Lady Diane Baker-Byrd** to this world at the Margaret Hague Maternity Hospital here in Jersey City; and,

WHEREAS, **First Lady Diane Baker-Byrd's** childhood was spent both here in Jersey City and in Germany as her father Charles Baker served honorably in the military for over 25 years. **First Lady Diane Baker-Byrd's** parents raised her in a strict Pentecostal household and together they attended Cornerstone Church of Christ where her love for God and service to others blossomed; and,

WHEREAS, **First Lady Diane Baker-Byrd** met the love of her life, Eugene Byrd and together they raised five children; and

WHEREAS, when God called **First Lady Diane Baker-Byrd's** husband Eugene into ministry, the **First Lady** happily joined him at the Second Macedonia Baptist Church in Elizabeth, New Jersey. The **First Lady** was soon teaching Sunday School, serving on the missionary and deaconess boards and was the Pastor's aide; and,

WHEREAS, **Reverend Byrd and First Lady Diane Baker-Byrd** returned to Jersey City where they served the faithful of Mt. Zion Missionary Baptist Church for over 20 years; and,

WHEREAS, the Lord called home His beloved servant, **First Lady Diane Baker-Boyd**, on Saturday May 4th leaving behind many friends and family that loved her to mourn her passing but grateful for the life she shared with those she met.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby remember and commemorate the life of **First Lady Diane Baker-Byrd** and sincerely hope that the memories of her blessed life will bring comfort in the days ahead to the many lives she touched.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENH	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-445

Agenda No. 10.9

Approved: MAY 22 2019

TITLE:



A RESOLUTION RECOGNIZING A. CURTIS FARROW FOR HIS CONTRIBUTIONS TO THE 37TH ANNUAL MCDONALD'S GOSPELFEST

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

WHEREAS, every year gospel groups, solo singers, gospel rappers and praise dancers gather and take stage for the annual McDonald's Gospelfest talent competition and event with the mission of spreading love, peace and joy; and,

WHEREAS, A. Curtis Farrow, and his production company Irving Street Rep, Inc have been producing and directing the annual Gospelfest for the past 20 years. A. Curtis Farrow's talent, drive and dedication have made this annual event one of the most successful Gospel events in the county and has garnered him 2 Emmy awards and ten nominations; and,

WHEREAS, last year in 2018, A. Curtis Farrow had the honor of producing the homegoing services for late Aretha Franklin. To honor the Queen of Soul, this year's 37th Annual Gospelfest on Saturday May 11th at the Prudential Center in Newark will be celebrating the Life and Legacy of Aretha with special performances by Yolanda Adams, Hezekiah Walker, Shirley Caesar and Fred Hammond; and,

WHEREAS, A Curtis Farrow has been closely involved with many philanthropic ventures and has been most proud of his relationship with McDonald's serving as a Board Member for the Ronald McDonald House Charities and overseeing the distribution of approximately \$290,000 dollars in four year scholarships to deserving high school graduates every year; and,

WHEREAS, A. Curtis Farrow's generosity has affected many residents of Jersey City as well. Curtis and First Lady Tamika McReynolds have teamed together with the Jersey City Board of Education to distribute 1000 complimentary tickets to the annual Gospelfest this year delighting the youth of Jersey City; and,

WHEREAS, A. Curtis Farrow credits his success and all in his life to his strong belief in God. Curtis's motto has always been, "God as the great Creator has made each of us in his own image. Therefore, we are little Creators. We shall spend all of our days creating!"

NOW, THEREFORE, BE IT RESOLVED by the Members of the Municipal Council that that City of Jersey City does hereby recognize A. Curtis Farrow for his outstanding accomplishments with the Annual McDonald's Gospelfest, is grateful that he has shared his generosity with Jersey City and wishes him continued success in all of his future endeavors.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-446

Agenda No. 10.10

Approved: MAY 22 2019

TITLE:



A RESOLUTION HONORING THE CENTENNIAL OF THE HEIGHTS BRANCH LIBRARY

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

WHEREAS, In 1918, New Jersey native Woodrow Wilson was President of the United States, Babe Ruth still played for the Red Sox, women did not have the right to vote and the flu epidemic ravaged Jersey City and the country; and,

WHEREAS, the **Heights Branch Library**, originally known as the Hudson City Branch, first opened in a rented location at the corner of Central Avenue and Lincoln Street. Demand soon required a larger location, and the current location at 14 Zabriskie Street was opened in October 1918. Mayor Frank Hague, then in office for just over a year, made the opening address at the dedication of the new branch; and

WHEREAS, over the last 100 years, the **Heights Branch Library** has been lovingly renovated to keep pace with the times. By 2002, the **Library** had a restored interior, a brand new community room, a large collection of digital resources, additional seating areas and a user centered layout; and,

WHEREAS, the **Heights Branch Library's** staff has been committed to serving the diversity of its neighboring communities by providing an abundance of information and resources along with useful and enjoyable programing for patrons of all ages; and,

WHEREAS, on May 11th, 2019 the **Heights Branch Library** will celebrate its dedication to the community for the past century with an event featuring a lecture by local historian Dennis Doran, a walking tour of the Heights with the Jersey City Landmarks Conservancy and a reception open to all its patrons.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council do hereby celebrate with the Heights Branch Library during their Centennial year and thank Library Director, Priscilla Gardner, and the Heights Branch staff for its dedication and service to the Jersey City Heights Community.

t

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	abs	ent	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roland R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-447

Agenda No. 10.11

Approved: MAY 22 2019

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

WHEREAS, every day, 100 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high-income countries; and

WHEREAS, protecting public safety in the communities we serve is a legislative body's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, many courageous Jersey City organizations, including the Jersey City Anti-Violence Coalition Movement, Jersey City Together, Hudson Partnership Care Management Organization, Students Demand Action, and Moms Demand Action for Gun Sense in America, have worked tirelessly to save Jersey City residents from gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later should be now celebrating her 22nd birthday; and

WHEREAS, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7, 2019, the first Friday in June, as the 5th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 7th, the first Friday in June in 2019, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 7, 2019, citizens of Jersey City and the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and to encourage responsible gun ownership to help keep our children safe,

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that the first Friday in June, June 7, 2019, be declared National Gun Violence Awareness Day, and that all citizens be encouraged to support their neighborhood's efforts to prevent the tragic effects of gun violence and honor and value human lives.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

Initiator

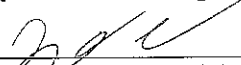
Department/Division	Council Office	
Name/Title	James Solomon	
Phone/email	JSolomon@cnj.org	

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

Resolution Purpose

To declare the first Friday in June as National Gun Violence Awareness Day and encourage all citizens to support their neighborhoods efforts to prevent the tragic effects of gun violence and to honor and value human lives.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/16/19
Date

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

City Clerk File No. Res. 19-448

Agenda No. 10.12

Approved: MAY 22 2019

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 thirteen (13) motor vehicles.
2. The successful bidder shall be required to pick up the motor vehicles at the impound operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 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 five 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 individually 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. 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.

TITLE: **MAY 22 2019**

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

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.
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:

Item	Year	Make	Type	VIN#	Minimum Bid
1	2001	NIS	SUV	JN8DR07Y51W513816	\$6,510.04
2	2014	JEE	4DR	1C4RJFCG3EC219766	\$10,052.92
3	2004	JAG	4DR	SAJEA51C14WD65531	\$5,012.48
4	2002	INF	4DR	JNKDA31A72T003839	\$4,980.49
5	1995	NIS	4DR	JN1CA21DXST059987	\$4,916.51
6	1998	ACU	4DR	JH4KA9640WC005743	\$4,884.52
7	1995	HON	4DR	1HGCD5633SA054861	\$4,942.53
8	2007	TOY	4DR	4T1BK46KX7U010889	\$4,820.54
9	2004	JEE	4DR	1J4GW58JX4C106378	\$4,820.54
10	2002	CAD	SPORT UTIL	1GYEK63N02R301032	\$9,477.10
11	2003	HON	4DR	2HGES26753H602538	\$4,788.55
12	2009	MAZ	4DR	JM1BK344591206648	\$4,788.55
13	2005	CHR	4DR	2C8GF68475R373684	\$4,692.58

May 9, 2019

APPROVED: *[Signature]* ^{05/13/19} APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* Corporation Counsel

Business Administrator

R.P.
5.13.19

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - 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	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jenj.org mvalenti@jenj.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 ("City") acquired title to various motor vehicles, which were impounded, and these vehicles have salvage value.
- ⚡ The City is offering to sell thirteen (13) motor vehicles.
- ⚡ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ⚡ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ⚡ 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)

[Empty box for cost information]

Contract term (include all proposed renewals)

[Empty box for contract term information]

Type of award

Auction Resolution

If "Other Exception", enter type

[Empty box for other exception type]

Additional Information

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Silvino Bayron
Signature of Department Director

05/13/17
Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 19-449

Agenda No. 10.13

Approved: MAY 22 2019

TITLE:



RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES ON BLOCK 803 LOT 50 QUALIFIER C8001 DUE TO AN ERRONEOUS ASSESSMENTS

COUNCIL OFFERED AND MOVED FOR ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, Joan Delacruz is the owner in fee title to the premises known as Block 803 Lot 50 QL:C8001 also unit 1 on the official tax map of the City Jersey City and further described as 1138 Summit Avenue Unit 1, Jersey City; and

WHEREAS, the City of Jersey City has assessed the unit for the full 4,378 square feet of living space for the year 2018 taxing year; and

WHEREAS, the City of Jersey City has reviewed the records on the unit which reveals that the unit contains only a 1,050 square feet of living space rather than the 4,378 square feet being assessed; and

WHEREAS, the Tax Assessor of the City wisher to correct this discrepancy as to the corrected square footages of the unit from 4,378 square feet to 1,050 square feet of living space and amend the assessments accordingly for 2018 taxing year; and

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

1. The Tax Collector is authorized to cancel portion of 2018 real estate taxes, including interest if any in the sum of approximately \$11,237.38 covering the erroneous assessments.
2. Refund all monies due if any including interest paid.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-22-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABG	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES ON BLOCK 803 Lot 50 QUALIFIER C8001 DUE TO AN ERRONEOUS ASSESSMENTS

Initiator

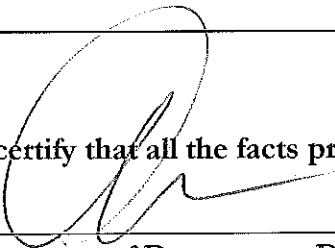
Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize the Tax Collector to cancel and refund 2018 real estate taxes as a result of an erroneous assessments. The credits or refunds requested is at \$11,237.38 covering 2018 error in assessments.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/6/19

Date

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

City Clerk File No. Res. 19-450

Agenda No. 10.14

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF JERSEY CITY VIA THE JERSEY CITY YOUTH WORKS PROGRAM

WHEREAS, the nation's slow economic recovery after the Great Recession has resulted in both long-term unemployment and under-employment; and

WHEREAS, despite significant economic development, according to the United States Census Bureau's "2016 American Community Survey" for youth ages 16-19, the City of Jersey City's (City) unemployment rate was estimated to be 12.5%; and

WHEREAS, according to the "National Skills Association analysis of long-term occupational projections from state labor/ employment agency," between 2010-2020, 52% of job openings will be middle-skill in New Jersey; and

WHEREAS, the Mayor's Office is focused on proactively redefining the City's approach to workforce development and addressing youth unemployment in particular; and

WHEREAS, the New Jersey Economic Development Corporation (the "EDC") was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to "promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;" and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Jersey City Youth Works Program (the "Initiative"), which supports youth employment and internships across the public sector, nonprofit and corporate sectors and the Jersey City Summer Internship Program ("JCSI"), a program that is part of the Initiative that exposes youth to educational internships across the nonprofit and private sectors; and

WHEREAS, the Initiative will engage a network of employers from all sectors of the local economy, including City departments and agencies, from the building trades to municipal government and the corporate sector, to track skills demand and create multiple pathways for career success as it gauges the skill acquisition of our City's youth; and

WHEREAS, the JCSI is designed to help Jersey City public high school students obtain access to a wide array of high-quality internships, primarily across the private sector and with a particular focus on financial services, a sector expected to grow significantly and represent a large portion of projected new and replacement jobs nationwide; and

WHEREAS, the Summer Jumpstart Program offers free career enrichment and college preparatory sessions to expand employment and career development opportunities for youth; and

WHEREAS, the youth who participate in JCSI will receive educational credits from the Jersey City Public Schools and other participating public schools, in addition to a paid stipend for their work in the program; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

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

RESOLUTION AUTHORIZING THE EXECUTION OF A GIFT AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF JERSEY CITY VIA THE JERSEY CITY YOUTH WORKS PROGRAM

1. The City shall create seasonal jobs under the Jersey City Youth Works Initiative that are eligible to be reimbursed by the donations and grants received by the EDC that will be donated to the City; and
2. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed **\$190,000** for the amounts expended via the JCSI program that enable approximately 80 students to receive academic credit and a stipend for their work at the flat rate of **\$2,000** per student; and
3. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed **\$30,000** for the amounts expended via the JCSI Program and the Summer Jump Start Program to hire seasonal staff members in supervisory or administrative positions; and
4. The Mayor or Business Administrator is authorized to execute the Gift Agreement attached hereto with the EDC detailing how the EDC shall reimburse the City for expenses incurred through the Initiative.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

 Corporation Counsel

Business Administrator

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT BETWEEN THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF JERSEY CITY FOR THE REIMBURSEMENT OF COSTS INCURRED VIA THE JERSEY CITY YOUTH WORKS INITIATIVE

Initiator

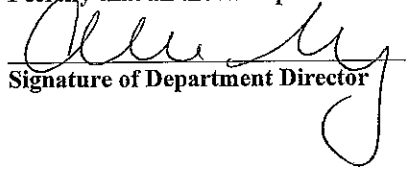
Department/Division	Office of the Mayor	
Name/Title	Luis Pacheco	Aide to the Mayor
Phone/email	(201) 547-5511	lpacheco@jcnj.org

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

Resolution Purpose

To continue and support the Jersey City Youth Works Initiative, which includes the Jersey City Summer Internship Program and the Summer Jumpstart Program. The programs is designed to help Jersey City's youth obtain access to a wide array of high-quality internships and career enrichment opportunities.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/14/19
Date

GIFT AGREEMENT

This Agreement, made this _____ day of _____, 2019 between the CITY OF JERSEY CITY (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION (the "EDC"), a nonprofit corporation with its principal office located at 298 Academy Street, Jersey City, New Jersey, 07306.

WHEREAS, the nation's slow economic recovery after the Great Recession has resulted in both long-term unemployment and under-employment; and

WHEREAS, despite significant economic development, according to the United States Census Bureau's "2016 American Community Survey" for youth ages 16-19, Jersey City's unemployment rate was estimated to be 12.5%; and

WHEREAS, according to "The Future of the U.S. Workforce: Middle Skills Jobs and the Growing Importance of Postsecondary Education (2012)," 60% of employers state that candidates applying for jobs nationwide lack the relevant skills needed to fill the positions; and

WHEREAS, the Mayor's Office is focused on proactively redefining the City's approach to workforce development and addressing youth unemployment in particular; and

WHEREAS, the EDC was incorporated in 1980 as a private 501 (c) (3) non-profit corporation with the support of the Jersey City Administration and Municipal Council with a mission to "promote, encourage and assist the industrial, commercial and economic development of the City of Jersey City...creating greater employment opportunities and broadening the base of the tax structure;" and

WHEREAS, the EDC has received, and continues to receive, philanthropic funding to support the Jersey City Youth Works Initiative (the "Initiative"), which supports youth employment and internships across the public sector, nonprofit and corporate sectors and the Jersey City Summer Internship Program ("JCSI"), a program that is part of the Initiative that exposes youth to educational internships across the nonprofit and private sectors; and

WHEREAS, the Initiative will engage a network of employers from all sectors of the local economy, including City departments and agencies, from nonprofits to municipal government and the corporate sector, to track skills demand and create multiple pathways for career success as it gauges the skill acquisition of our city's youth; and

WHEREAS, the JCSI Program's mission seeks to "expand career opportunities and improve academic outcomes of Jersey City high school students through meaningful professional work experiences" and;

WHEREAS, the JCSI Program was designed to help Jersey City public high school students obtain access to a wide array of high-quality internships, primarily across the private sector and with a particular focus on financial services, a sector expected to grow significantly and represent a large portion of projected new and replacement jobs nationwide; and

WHEREAS, the JCSI Program has been able to serve 334 public high school youth since 2014 via partnerships with over three dozen companies; and

WHEREAS, the youth who participate in the JCSI Program will receive educational credits from the Board of Education in addition to a paid stipend for their work in the program; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

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

1. EDC represents that it has grants available in the sum of **\$190,000** that shall be used for reimbursing stipends spent towards positions created within the Jersey City Youth Works Initiative.

2. The City has created seasonal jobs under the Jersey City Youth Works Initiative that are eligible to be reimbursed by the donations and grants received by the EDC that will be donated to the City.

3. The City shall hire approximately **80** students as seasonal employees.

4. EDC shall reimburse the City using philanthropic dollars in an amount not to exceed **\$160,000** for the amounts expended via the JCSI program that enable approximately **80** students to receive academic credit and a stipend for their work at the flat rate of **\$2,000** per student.

5. EDC shall reimburse the city using philanthropic dollars in an amount not to exceed **\$30,000** for the amounts expended via the JCSI Program and the Summer Jump Start Program to hire seasonal staff members in supervisory or administrative positions.

6. EDC shall provide the City with adequate proof of attendance and/or hours worked to enable payment of all seasonal positions not located within an office maintained by the City.

7. The City shall submit to EDC a request for reimbursement showing all costs paid by the City for the programs and attaching the supporting invoices detailing the hours paid to the seasonal employees hired hereunder. EDC shall make full payment to the City for the amounts unpaid and shown on the request for reimbursement within thirty (30) days of receipt of a request for reimbursement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

JERSEY CITY ECONOMIC
DEVELOPMENT CORPORATION

By:

By:

Attest:

Attest:

Brian Platt, Business Administrator

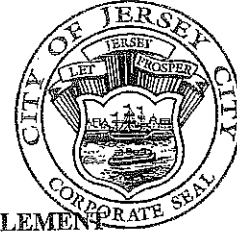
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-451

Agenda No. 10.15

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT TO SETTLEMENT AGREEMENT IN THE ACTIONS ENTITLED CITY OF JERSEY CITY V. WASHINGTON COMMONS, LLC, ET. AL., DOCKET NO. HUD-L-4044-15 AND WASHINGTON COMMONS, LLC, ET. AL. V. THE CITY OF JERSEY CITY, ET. AL., DOCKET NO. 2:16-CV-1458

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, in January 2017, the City of Jersey City and Jeremy Farrell, individually, entered into a settlement agreement ("Settlement Agreement") in the matters of City of Jersey City v. Washington Commons, LLC, et. al., docket no. HUD-L-4044-15 and Washington Commons, LLC, et. al. v. The City of Jersey City, et. al., docket no. 2:16-cv-1458; and

WHEREAS, the parties to the Settlement Agreement have agreed to an Amendment to the Settlement Agreement in order to settle and dispose of all claims that relate to or arise from the Settlement Agreement; and

WHEREAS, the Washington Commons, LLC, Neil Sorrentino, Serafino Tomasetti, Maria Tomasetti, Joseph Sorrentino, and The Washington Commons at Jersey City Condominium Association, Inc. (collectively "the Washington Commons Parties") shall pay to the City of Jersey City the sum of TEN THOUSAND THREE HUNDRED EIGHTY DOLLARS and NO CENTS (\$10,380); and

WHEREAS, the City of Jersey City shall deliver to the Washington Commons Parties deeds transferring legal title to Condominium Units 2E and 2F located at 311 Washington Street, Jersey City, New Jersey; and

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

- The Corporation Counsel be authorized to execute the terms of the Amendment to the Settlement Agreement.

SC
5/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT TO SETTLEMENT AGREEMENT IN THE ACTIONS ENTITLED CITY OF JERSEY CITY V. WASHINGTON COMMONS, LLC, ET. AL., DOCKET NO. HUD-L-4044-15 AND WASHINGTON COMMONS, LLC, ET. AL. V. THE CITY OF JERSEY CITY, ET. AL., DOCKET NO. 2:16-CV-1458

Initiator

Department/Division	Law	
Name/Title	Nick Strasser	First Ass't. Corp. counsel
Phone/email	(201) 547-4701	NStrasser@jenj.org

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

Resolution Purpose

On January 2017, the parties entered a settlement agreement in this matter. A dispute subsequently arose between the parties regarding the settlement agreement. This resolution seeks to settle and dispose of the issues that arose from the previous settlement agreement.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

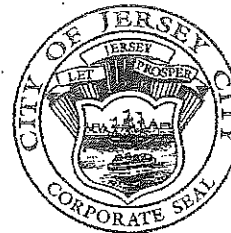
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-452

Agenda No. 10.16

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A NON-DISCLOSURE AGREEMENT BETWEEN THE CITY OF JERSEY CITY, HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY, AND HEALTH COST RISK MANAGEMENT, LLC

WHEREAS, it is necessary that information related to the City of Jersey City's (City) health insurance plans be transferred from Horizon Blue Cross Blue Shield of New Jersey (Horizon) to Health Cost Risk Management, LLC for the purpose of building a data analytics tool for the City's use; and

WHEREAS, the City will utilize the data analytics tool for the purpose of managing the City's healthcare costs; and

WHEREAS, Horizon is requesting that the City execute the Non-Disclosure Agreement attached hereto because of the confidential nature of data utilized by the City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Business Administrator of the City of Jersey City is hereby authorized to sign the attached Non-Disclosure Agreement on behalf of the City of Jersey City and that his signature constitutes acceptance of the terms and conditions of the Non-Disclosure Agreement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-DISCLOSURE AGREEMENT BETWEEN THE CITY OF JERSEY CITY, HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY AND HEALTH COST RISK MANAGEMENT, LLC

Project Manager

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

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

Contract Purpose

To provide a data analytics tool to utilize in the managing of the City's healthcare costs.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

4/15/19

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is effective as of January 7, 2019 (the "Effective Date"), with respect to certain employee welfare benefit plan or plans, as defined in Section 3 of the Employee Retirement Income Security Act of 1974, codified at 29 U.S.C. §§ 1101 et seq., sponsored by City of Jersey City (the "Plan"), among the Plan, Horizon Healthcare Services, Inc., d/b/a Horizon Blue Cross Blue Shield of New Jersey, a New Jersey corporation with its principal place of business in Newark, New Jersey, and its Affiliates¹ ("Horizon") and Health Cost & Risk Management, ("Vendor"), (collectively referred to herein as the "Parties").

WHEREAS Horizon is a Third Party Administrator for the Plan with respect to which Horizon performs certain administrative services (collectively, the "Horizon Services"); and

WHEREAS, pursuant to a separate agreement between the Plan and Vendor, Vendor performs certain services, including Data Analytics (collectively, the "Vendor Services"), which the Plan has determined are necessary to facilitate administration of the Plan; and

WHEREAS the Plan has requested that Horizon disclose certain Confidential Information (hereinafter defined) to Vendor, which the Plan and Vendor have determined is necessary for Vendor to perform its Vendor Services; and

WHEREAS the Plan and Vendor recognize the legitimate interests of Horizon and the individuals whose health benefits are administered by Horizon in the proprietary, confidential, and private nature of such Confidential Information, and Horizon is willing to provide Confidential Information only if its use by Vendor is restricted to the purpose(s) for which it is being disclosed to Vendor by Horizon, its confidentiality is maintained, and other requirements are met;

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means any information requested by the Plan to be disclosed by Horizon and/or its agents and contractors to Vendor; any information pertaining to the Plan that Vendor learns or becomes aware of, directly or indirectly, through Horizon's or its agents' disclosure of Confidential Information; any information designated by Horizon as confidential or private, or any information that due to its character and nature, a reasonable person under like circumstances would treat as confidential; protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations as the same may be amended from time to time ("PHI"), including but not limited to, claim record information concerning individuals under the Plan; as well as any summaries, distillations, excerpts, work product or other documents containing or reflecting the Confidential Information.

Except for PHI, Confidential Information does not include information that (i) is or becomes publicly available or part of the public domain through no breach of the Agreement; (ii) is already known by Vendor without an already existing confidentiality obligation to Horizon at the time of disclosure; (iii) is made available to the Vendor by a third party that has no obligation to maintain the privacy or security of the information known of by the Vendor; or (iv) is independently developed by the Vendor without the use of or reference to the Confidential Information.

¹ "Affiliates" means any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, a party. For purposes of this definition, the word "control" shall mean the direct or indirect ownership of at least fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

2. Vendor acknowledges that Horizon will provide Confidential Information to Vendor in confidence and solely for Vendor's use in performing the Vendor Services for the Plan. Accordingly, Vendor agrees (i) to protect any and all Confidential Information from unauthorized access, use and disclosure, and appropriately safeguard all such information, in accordance with applicable law and regulation; (ii) not to use or disclose the Confidential Information for any purpose other than performing the Vendor Services for the Plan as specified in this Agreement; and (iii) to report in writing to Horizon any use or disclosure of Confidential Information not provided for by this Agreement of which Vendor becomes aware, including, without limitation, any disclosure to an unauthorized subcontractor or other individual, within three (3) business days of its discovery.

3. Plan represents that it has entered into a Business Associate Agreement ("BAA") with each of Vendor and Horizon. Vendor and Horizon acknowledge and agree that each is a Business Associate, as defined by HIPAA, of Plan and that each has entered into a BAA with Plan which sets forth their obligations pursuant to 45 C.F.R. § 164.502(e) of HIPAA. In addition to its obligations hereunder, Vendor and Horizon agree to abide by the terms of such BAAs.

4. Vendor acknowledges that certain laws may prohibit certain uses or redisclosures of Confidential Information. Accordingly, Vendor agrees not to use or disclose Confidential Information in any manner or for any purpose prohibited by applicable law, regulation, or other legal mandate.

5. Vendor may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, Vendor will provide Horizon with prompt written notice of any request or requirement that Vendor disclose Confidential Information, together with copies of the material proposed to be disclosed, so that Horizon may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Vendor shall disclose only the minimum amount of Confidential Information that in the opinion of Vendor's legal counsel is required to be disclosed under the applicable legal mandate.

6. All Confidential Information disclosed by Horizon to Vendor under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media) shall be and remain the property of Horizon and/or the Plan, as the case may be.

7. Vendor agrees to indemnify, defend, and hold Horizon and each of its officers, directors, employees, agents, affiliated covered entities, and other representatives that provide Confidential Information to Vendor under this Agreement (collectively "Related Parties") harmless from any and all actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Horizon or Horizon's Related Parties may incur to the extent resulting from a breach of this Agreement or the improper use or disclosure of data by Vendor or Vendor's agents or subcontractors; provided that any claim for indemnification be brought by Horizon and Horizon provides Vendor with prompt notice of such claim, gives Vendor the right to control the response to and defense of such claim, with Horizon approval of any settlement or resolution of same, and reasonably cooperates with Vendor in such defense.

8. The Plan agrees to indemnify, defend, and hold Horizon and its Related Parties harmless from any and all Liability that Horizon or Horizon's Related Parties may incur to the extent resulting from the Plan's direction to Horizon to disclose Confidential Information in accordance with this Agreement; provided that any claim for indemnification be brought by Horizon and Horizon provides the Plan with prompt notice of such claim, gives the Plan the right to control the response to and defense of such claim, with Horizon approval of any settlement or resolution of same, and reasonably cooperates with the Plan in such defense.

9. This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior agreements. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, this Agreement shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties as expressed herein.

10. Any of the Parties may terminate this Agreement upon thirty (30) days' written notice to the other Parties. In any event, this Agreement shall expire automatically, without any action by any of the Parties, upon expiration or termination of (i) Horizon's relationship with the Plan as a Third Party Administrator of the Plan; or (ii) Vendor's contract to perform the Vendor Services for the Plan. The rights and obligations set forth in the Sections 2, 4, 5, 7, 8 and this section of this Agreement shall survive its expiration or termination. Upon termination of this Agreement, Vendor shall destroy all electronic forms of Confidential Information and shall either return all other Confidential Information to Horizon along with all copies and portions thereof or destroy such Confidential Information and provide to Horizon a certification signed by an officer of Vendor stating that all such Confidential Information has been destroyed. If such return or destruction is infeasible, (i) Vendor shall promptly notify Horizon of same; (ii) the obligations set forth in this Agreement with respect to Confidential Information shall survive termination; and (iii) Vendor shall limit any further use and disclosure of Confidential Information to the purposes that make the return or destruction of the Confidential Information infeasible.

11. Vendor agrees that a breach of this Agreement may give rise to irreparable injury to Horizon and/or Plan that may not be adequately compensated for by damages and, consequently, Horizon and/or Plan shall be entitled, in addition to all other remedies available to them, to injunctive and other equitable relief without the posting of a bond to prevent a breach of this Agreement and to secure the enforcement of this Agreement.

12. Any controversy arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law principles. Venue shall be proper only in Essex County, New Jersey, in a state or federal court sitting in such county.

13. This Agreement may only be modified in a writing that has been signed by the Parties. Delay in enforcement will not be deemed a waiver of any right or obligation under this Agreement. This Agreement may be executed in two or more counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, have executed this Agreement effective as of the Effective Date.

Health Cost & Risk Management

Horizon Healthcare Services, Inc., d/b/a Horizon
Blue Cross Blue Shield of New Jersey

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

City of Jersey City

By: _____

Title: _____

Signature: _____

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

City Clerk File No. Res. 19-453

Agenda No. 10.17

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC.

WHEREAS, it is necessary that information related to the City of Jersey City's (City) health insurance plans be transferred from Express Scripts, Inc. to Health Cost and Risk Management, LLC for the purpose of building a data analytics tool for the City's use; and

WHEREAS, the City will utilize this data analytics tool for the purpose of managing the City's healthcare costs; and

WHEREAS, that Express Scripts, Inc. is requesting that the City execute a Release because of the confidential nature of data utilized by the City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Business Administrator of the City of Jersey City is hereby authorized to sign the attached Release on behalf of the City of Jersey City and that his signature constitutes acceptance of the terms and conditions of the Release.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE										5.22.19		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
RIDLEY	✓			YUN	✓			RIVERA	✓			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC.

Project Manager

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

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

Contract Purpose

To provide a data analytics tool to utilize in the managing of the City's healthcare costs.

Cost (Identify all sources and amounts)

[Empty box for cost information]

Contract term (include all proposed renewals)

[Empty box for contract term information]

Type of award

[Empty box for type of award]

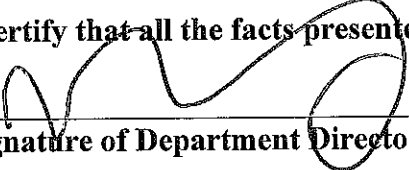
If "Other Exception", enter type

[Empty box for other exception type]

Additional Information

[Large empty box for additional information]

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/10/19

Date



Release to Disclose Protected Health Information

Employer/Plan Administrator: The City of Jersey City
 Division of Health Benefits

DIV code: V2UA

Name of Recipient: Health Cost & Risk Management

Relationship of Recipient to Employer/Plan Administrator: Vendor

Please identify the specific data fields that should be provided to Recipient ("PHI"):
 Claims Files

PHI is collected by Express Scripts, Inc. and its subsidiaries or affiliates ("ESI") in connection with the prescription drug program of Employer/Plan Administrator which is administered by ESI pursuant to ESI's arrangement with Employer/Plan Administrator. Pursuant to the Standards for Privacy of Protected Health Information ("Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, Employer/Plan Administrator represents and warrants that: (a) Recipient is performing certain flexible savings account, consultant, disease management or other services in connection with the management of Employer/Plan Administrator's plan, and such services constitute "treatment", "payment" or "healthcare operations" functions (as those terms are defined by the Privacy Rule), and (b) in order to perform these services Recipient needs access to PHI relating to Employer/Plan Administrator; and (c) Employer/Plan Administrator has the authority to authorize and does so authorize ESI to provide the PHI to Recipient as directed herein.

Once completed, this Release should be sent to the following address:

Express Scripts, Inc.
 Attn:Debra Yorke
 debra_yorke@express-scripts.com

The undersigned hereby certifies that he or she has full authority to act on behalf of Employer/Plan Administrator and has executed this Release on behalf of Employer/Plan Administrator.

Employer/Plan Administrator
By: _____
Printed Name: _____
Title: _____
Date: _____

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

City Clerk File No. Res. 19-454

Agenda No. 10.18

Approved: MAY 22 2019



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF THE USA SWIMMING FOUNDATION LOCAL PARTNERS PROGRAM GRANT AWARD FOR THE JERSEY CITY DEPARTMENT OF RECREATION AND THE EXECUTION OF THE LETTER OF AGREEMENT

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the City of Jersey City Department of Recreation would like to accept the USA Swimming Foundation "Make A Splash" Local Partner grant to teach children how to swim; and

WHEREAS, the USA Swimming Foundation "Make A Splash" grant award would provide 900 children with swim instruction; and

WHEREAS, the grant award from the USA Swimming Foundation program will become integrated into the Department of Recreation Learn to Swim curriculum; and

WHEREAS, the Department of Recreation will provide training, risk management counseling, and ongoing supervision of the Department of Recreation aquatic staff; and

WHEREAS, the program will be conducted as part of the Department of Recreation lesson program with no less than four (4) hours in-water instruction for each participant; and

WHEREAS, this approved grant is for the period of March 29, 2019 through December 15, 2019 in the amount of \$12,300;

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

1. The Office of Management and Budget is authorized to established an account in the amount of \$12,300 for the USA Swimming Foundation "Make A Splash" grant;

City Clerk File No. Res. 19-454

Agenda No. 10.18

TITLE: **MAY 22 2019**

2. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City Department of Recreation's "Make A Splash" program in the amount of \$12,300 and execute the Letter of Agreement attached hereto; and

3. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the USA Swimming Foundation "Make A Splash" grant, including the administrative compliance and audit.

APPROVED: _____

APPROVED AS TO LEGAL FORM

P.R.
5-15-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF RECREATION TO ACCEPT THE GRANT FROM THE USA SWIMMING FOUNDATION PARTNER PROGRAM IN THE AMOUNT OF \$12,300

Initiator

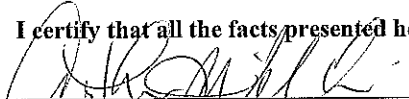
Department/Division	Department of Recreation	
Name/Title	Arthur Williams	Director
Phone/email	(201) 547-4537	ajwilliams@jcnj.org

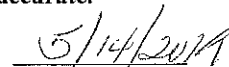
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to accept the award of \$12,300 from the USA Swimming Foundation to support the department's efforts to expand its water safety and instruction program. To provide approximately 900 children swimming lessons and awareness about water safety measures from March 29, 2019 through December 15, 2019.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



SAVING LIVES BUILDING CHAMPIONS

City of Jersey City
ATTN: Rosemarie Nunez
201 Central Avenue
Jersey City, New Jersey 7304

March 29, 2019

**2019 USA Swimming Foundation Grant for Make a Splash Local Partners
Letter of Agreement**

Dear Rosemarie,

This letter outlines the terms and conditions governing a joint project between the USA Swimming Foundation and City of Jersey City (collectively, the Parties).

Period of Agreement

This agreement shall begin March 29, 2019 and continue through December 15, 2019.

Program Definition

With funding provided by the USA Swimming Foundation, City of Jersey City will provide a quality, multi-level learn-to-swim program which expands opportunities for children to learn to swim who otherwise would not participate in swim lesson programs, while providing expanded fitness and recreational opportunities for life.

Program Objectives

1. Prepare young children to be safer in, on and around bodies of water by teaching water safety skills that could ultimately save lives.
2. Positively impact young people in the City of Jersey City community by developing lifelong skills that combat childhood obesity by increasing health, recreational and fitness opportunities.
3. Utilize a multi-level, progressive swimming program to teach children the process of achieving – encourage them to dream, set worthy goals, work towards those goals, be a good teammate, and achieve measurable results.
4. Enhance the positive impact of the City of Jersey City aquatic program by offering learn-to-swim opportunities to young people who otherwise would not participate in swim lessons.

Program Description

City of Jersey City will provide 900 children with free or reduced-cost swim lessons with the assistance of USA Swimming Foundation grant funding.

City of Jersey City agrees that the proposed program(s) will be conducted within the scope of the City of Jersey City programs and that all participants will be covered under City of Jersey City insurance. City of Jersey City further acknowledges that by participating in the following programs, participants shall not be considered USA Swimming members and shall not be covered by USA Swimming or USA Swimming Foundation insurance.

Program Promotion, Delivery & Scheduling

The program will be a City of Jersey City program and will utilize the City of Jersey City learn-to-swim curriculum. In addition, City of Jersey City will provide training, risk management counseling, and ongoing supervision of the City of Jersey City aquatic staff.

The program will be conducted as part of the City of Jersey City swim lesson program with the equivalent of no less than four (4) hours in-water instruction for each participant over the course of multiple days and/or weeks (e.g., eight half-hour swimming lessons).

Reporting Requirements

City of Jersey City agrees to continue to provide seasonal enrollment reports to the USA Swimming Foundation per USA Swimming Foundation Make a Splash Local Partner requirements. The report shall include a detailed accounting of all swim lesson enrollment activities for the seasons outlined below:

Spring (Jan. 1-May 31) Enrollment Report Deadline:	June 10, 2019
Summer (June 1-August 31) Enrollment Report Deadline:	September 10, 2019
Fall (Sept. 1-Dec. 31) Enrollment Report Deadline:	January 10, 2019

Each report should provide the following program information for the most recent season:

Learn-to-Swim Participant Data

1. Total number of participants enrolled in the swim lessons program (“# Enrolled”)
2. Number of participants served with grant monies from the USA Swimming Foundation (“# Scholarships – USASF”).
3. Number of participants served by Local Partner program scholarship opportunities (free or reduced-cost), or via local funding (#Scholarships – Other”)
4. Whenever possible, the following data should also be included in the seasonal report:
 - a. Number of participants in Adapted Aquatics programming (“# Adaptive Aquatics”)
 - b. Number of participants in Parent/Child programming (“# Parent/Child”)
 - c. Breakout of the ages of the participants according to the following age groups: Under Age 5, Ages 6-8, Ages 9-11, Ages 12 & Older.
 - d. Breakout of the ethnicity of the participants according to the following options: African American, Asian, Caucasian, Hispanic, American Indian & Alaska Native, Native Hawaiian & Other Pacific Islander, and Other.
 - e. Breakout of the participants by gender.
 - f. Number of participants reaching each of five (generic 1-5) achievement levels, and the number of participants advancing to pre-competitive and/or competitive swim team programs, USA Swimming team or other (“# Graduations – USAS”, and/or “Graduations – Non-USAS”).

Enrollment reports are to be submitted via the online Local Partner Portal, located on the USA Swimming Foundation website under Local Partner Resources.

End of the Year Financial Report

In addition to seasonal enrollment reports, a final, end of the year report outlining all expenditures related to USA Swimming Foundation grant monies for the given year, as well as participant and staff stories and photographs sharing the impact of USA Swimming Foundation grant dollars, will be requested via electronic link no later than November 1st, for completion and submission no later than December 15th of the award year.

If you have other questions, please contact Kaitlyn Norton, Make a Splash Program Manager:

Telephone number: 719-866-3546

Email: knorton@usaswimming.org

Upon request, City of Jersey City agrees to provide additional reports and information to the USA Swimming Foundation in connection with the operation of the above-listed programs.

Use of USA Swimming Foundation Marks

USA Swimming authorizes and requests City of Jersey City to use, during the term of this Agreement, the USA Swimming Foundation Make a Splash mark in connection with the promotion and activities of this program. Use of this mark should follow USA Swimming Foundation Logo Standards as provided on the USA Swimming Foundation’s Local Partner Resources page.

City of Jersey City agrees to place the www.usaswimmingfoundation.org/makeasplash link and USA Swimming Foundation Make a Splash logo on their website, and to display both a USA Swimming Foundation Local Partner and Grant Recipient banner at the program facility throughout the award year.

Indemnification

To the fullest extent permitted by law, City of Jersey City shall indemnify, defend and hold harmless the USA Swimming Foundation and USA Swimming and the directors, officers, employees, agents and volunteers on both organizations from any and all claims, damages (including but not limited to injury to persons or property), liabilities, fines and expenses, including but not limited to court costs and attorney's fees, that arise out of or are related to: (a) the actions or omissions, negligence or intentional misconduct of City of Jersey City, its affiliates, agents, volunteers or employees; and (b) use by the City of Jersey City of any equipment or swimwear provided by the USA Swimming Foundation; and (c) breach of this Agreement by City of Jersey City.

City of Jersey City shall, at its option, maintain in force either (a) policy or policies of insurance, (b) self-insurance program, (c) governmental risk sharing pool, or (d) combination of insurance policy and self-insurance policy, with limits as specified below, insuring against liability which may be imposed arising out of the above:

Commercial general liability including personal injury insurance with the following limits:

Each occurrence:	\$1,000,000
Personal and advertising injury:	\$1,000,000
Participant Liability:	\$1,000,000
General aggregate:	\$3,000,000

The coverages referred to above shall include the USA Swimming Foundation and USA Swimming as an additional insured.

Disbursement and Use of Funds

The USA Swimming Foundation has agreed to pay City of Jersey City \$12300 to fund this program. Funds will be disbursed to the Local Partner in one payment of \$12300 upon receipt of this signed letter of agreement, a completed W-9/tax status form by the USA Swimming Foundation, and verification of USA Swimming Foundation Make a Splash mark and link placement on the City of Jersey City website.

A signed letter of agreement and completed W-9/tax status form must be received by the USA Swimming Foundation no later than June 1, 2019 or City of Jersey City will relinquish all rights and claims to the grant award.

All grant funds must be appropriately expended or obligated by December 15, 2019. City of Jersey City will relinquish all rights and claims to grant funds not appropriately expended or obligated by December 15, 2019, and fully reported and documented by December 15, 2019.

ACCEPTED & AGREED:

\$12300

USA Swimming Foundation

By: _____

By: _____

Name: _____

Name: Debbie Hesse

Title: _____

Title: Executive Director

Date: _____

Date: _____



FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

In order to satisfy Internal Revenue Service (IRS) regulations, we are required to obtain your Taxpayer Identification Number (TIN) when making reportable payments to you or your company. If this information is not provided to us by you, we are required by law to withhold thirty-one percent (31%) of all payments due to you and remit those funds to the IRS as income tax withholding. Also, if you do not provide this information, you may be subject to penalties imposed by the IRS.

THIS COMPLETED FORM IS REQUIRED TO BE FILED WITH THE USA SWIMMING FOUNDATION BEFORE ANY PAYMENTS CAN BE PROCESSED

PART I - Name, Address and Tax Status

Legal Name _____
(As reported for Federal income tax purposes and matches the number listed below)

Business or Trade Name _____

Address _____

City _____ State _____ Zip _____

Please indicate (X) ownership status and provide TIN

Individual/Sole Proprietor

Corporation (For Profit)

Partnership

LLC (Partnership or Inc.)

Governmental (U.S./State/Local)

Other

Non-Profit Organization (check type below)

501(c) 3

Designate 501(c)

SOCIAL SECURITY NUMBER

EMPLOYER TAX ID NUMBER

PART II - Exemption

If you are exempt from Backup Withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct name and TIN in Part I and write "EXEMPT" on the line provided here _____; sign, date and return to requester. (Individuals, Sole Proprietors are not exempt)

PART III - Certification

Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien)

SIGNATURE

TITLE

DATE

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

City Clerk File No. Res. 19-455
 Agenda No. 10.19
 Approved: MAY 22 2019



TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN (WIC)

COUNCIL Offered and Moved Adoption of the following resolution:

WHEREAS, On July 18, 2018, the City of Jersey City accepted and executed a grant award from the State of New Jersey Department of Health to fund the operation of the Women Infants and Children (WIC) Clinic; and,

WHEREAS, the original grant award, for the period of October 1, 2018 - September 30, 2019, was in the amount of \$1,802,584; and

WHEREAS, this funding is being used to provide supplemental foods and nutrition education to pregnant, breastfeeding, post-partum women, infants and children [up to the age of five (5) years old]; and

WHEREAS, on April 15, 2019, the NJ State Department of Health sent a letter amending the grant award to include an additional \$2,000 to be used for the purpose of purchasing breast pumps;

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 accept the additional grant award dollars for the City of Jersey City from the NJ Department of Health for 2018/2019 in the amount of \$2,000; and,
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the WIC Grant, including the administrative compliance and audit; and,
3. The Mayor and/or Business Administrator is authorized to execute the grant letter of award, in substantially the form of the attached.

*JMcK
5/15/19*

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - GRANT 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 JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN (WIC)

Project Manager

Department/Division	Health & Human Services	Division of Community Health & Wellness
Name/Title	Stacey Lea Flanagan	Director
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

This is a resolution accepting additional grant funds from the State of NJ for the WIC clinic to purchase breast pumps.

Cost (Identify all sources and amounts)

\$2,000

Contract term (include all proposed renewals)

October 1, 2018 – September 20, 2019

Type of award

If "Other Exception", enter type

Additional Information

This amendment to the original grant award was announced via a letter from the State DOH on April 15, 2019.

I certify that all the facts presented herein are accurate.

Margarita De Vries
Signature of Department Director
for Stacey Flanagan

May 14, 2019
Date



State of New Jersey
DEPARTMENT OF HEALTH
 DIVISION OF FAMILY HEALTH SERVICES
 PO BOX 364
 TRENTON, N.J. 08625-0364

PHILIP D. MURPHY
Governor
 SHEILA Y. OLIVER
Lt. Governor

www.nj.gov/health

SHEREEF M. ELNAHAL, MD, MBA
Commissioner

April 15, 2019

Ms. Stacy Lea Flanagan
 Executive Director
 Jersey City Dept. of Health &
 Human Services
 199 Summit Ave., Suite E-2
 Jersey City, NJ 07304

**SUBJECT: Federal Fiscal Year (FFY) 2019 WIC Health Service Grant (HSG)
 Amendment**

Dear Ms. Flanagan:

For FFY 2019, NJ WIC Services is providing food funding to your agency for the sole purpose of purchasing breast pumps (indicated in red below) and is recommending that you submit an HSG application for USDA funding as follows:

FFY 2019 USDA NSA (October 1, 2018 - September 30, 2019)	\$1,632,000
FFY 2019 Target USDA Breastfeeding Funding	\$93,372
Total FFY 2019 WIC NSA Funding	\$1,725,372
Total FFY 2019 Food Funds for Breast Pump Purchases	\$2,000
FFY 2018-20 Breastfeeding Peer Counseling (BFPC)	\$77,212
Total FFY 2019 Breastfeeding Peer Counseling Funding	\$77,212
Total FFY 2019 HSG Funding	\$1,804,584

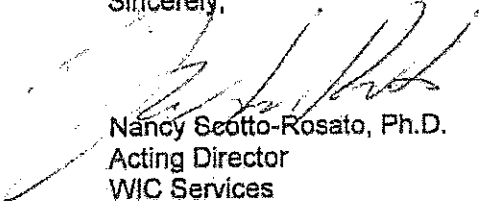
The recommended funding is subject to the availability of funds.

Food funds can only be used to purchase breast pumps and breast pump kits and accessories for WIC participants. Only State designated, and pre-approved breast pump manufacturers and breast pump models can be purchased with these funds. Any food funds that are not encumbered by September 30, 2019 must be returned to the State. When you incorporate these funds into your FFY 2019 grants via the amendment process in SAGE and when you report using food funds in your monthly expenditure report you must keep them completely separated from USDA NSA funds. Prior to starting the amendment, it is strongly advised that you consult the user guide on the appropriate procedure to post and budget the food funds in your grant and account for breast pump expenditures on your monthly expenditure reports in SAGE.

Please be mindful that it takes an average of three to six weeks from the date of the amendment submission to obtain full Department of Health approval. NJ WIC Services recommends that you begin the amendment request, completion and submission as soon as possible and to consider submitting any outstanding expenditure reports prior to initiating the amendment process.

If you have any questions, please contact Daniel Said or Janice Pedota at (609) 292-9560.

Sincerely,



Nancy Scotto-Rosato, Ph.D.
Acting Director
WIC Services

c Deborah Murray
La Vivinan Webb

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

City Clerk File No. Res. 18-691

Agenda No. 10.Z.17

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN (WIC)

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following resolution:

WHEREAS, the City of Jersey City is desirous of accepting and executing a grant award which addresses the health and nutrition needs of residents; and

WHEREAS, the State of New Jersey Department of Health and WIC is responsible for administering program to the City of Jersey City; and

WHEREAS, this grant is for the period of October 1, 2018 – September 30, 2019 in the amount of \$1,802,584; and

WHEREAS, this funding is used to provide supplemental foods and nutrition education to pregnant, breastfeeding, post partum women, infants and children (up to the age of five (5) years old); and

WHEREAS, this grant letter of award may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey.

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 accept the grant award for the City of Jersey City from the NJ Department of Health for 2018/2019 in the amount of \$1,802,584.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the WIC Grant, including the administrative compliance and audit.
3. The Mayor and/or Business Administrator is authorized to execute the grant letter of award, in substantially the form of the attached.

JMcK
7/9/18

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN (WIC)

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	201.547.6800	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

This resolution authorizes an agreement with The State of New Jersey and the Jersey City Department of Health and Human Services to accept grant funds for administering health and nutrition programs for the residents of Jersey City.

The grant is for the period of October 1, 2018 through September 30, 2019 in the amount of \$1,802,584.

The Jersey City Department of Health and WIC will utilize the grant money to provide supplemental foods and nutrition education to pregnant, breastfeeding, post partum women, infants and children up to the age of five (5) years old who reside in Jersey City and meet federal income guidelines.

Cost (Identify all sources and amounts)

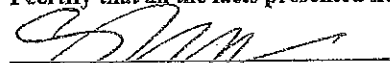
Contract term (include all proposed renewals)

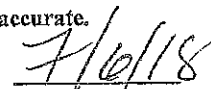
Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



State of New Jersey
DEPARTMENT OF HEALTH
 DIVISION OF FAMILY HEALTH SERVICES
 PO BOX 364
 TRENTON, N.J. 08625-0364

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

www.nj.gov/health

SHEREEF M. ELNAHAL, MD, MBA
Commissioner

June 4, 2018

Ms. Stacy Lea Flanagan
 Executive Director
 Jersey City Dept. of Health &
 Human Services
 199 Summit Ave., Suite E-2
 Jersey City, NJ 07304

**SUBJECT: Federal Fiscal Year (FFY) 2019 WIC Health Service Grant (HSG)
 Application Intent to Fund Due: June 30, 2018**

Dear Ms. Flanagan:

For FFY 2019, NJ WIC Services is recommending that you submit a HSG application for USDA funding as follows:

FFY 2019 USDA NSA (October 1, 2018 - September 30, 2019)	\$1,632,000
FFY 2019 Target USDA Breastfeeding Funding	\$93,372
Total FFY 2019 WIC NSA Funding	\$1,725,372
FFY 2018-20 Breastfeeding Peer Counseling (BFPC)	\$77,212
Total FFY 2019 Breastfeeding Peer Counseling Funding	\$77,212
Total FFY 2019 HSG Funding	\$1,802,584

Congress' WIC appropriation for Federal Fiscal Year 2019 has not been determined. Please be reminded that national WIC funding, both food and NSA, are tied directly to trends in participation and food dollar expenditures. During the Federal Fiscal Year 2018 NJ WIC experienced a significant cut in both food and NSA funding. Since the WIC Program's caseload and food dollar expenditures have continued to decline both in NJ and nationwide during the current year, there is a strong possibility that Congress will again cut the WIC appropriation for FFY 2019. Therefore, the recommended funding that is outlined above is subject to the availability of funds.

The FFY 2019 HSG application must be planned and written to support a full fiscal year of WIC service delivery with the funds listed above. It is important to note that if you do not adhere with this directive you are still obligated to provide WIC services through September 30, 2019. It is highly recommended prior to planning your 2019 HSG application, that you review the New Jersey Department of Health Grant Terms and Conditions, as well as the revised Attachment C (Included with this correspondence) to gain full knowledge of the WIC grant's requirements. Attachment C contains the requirements/conditions unique to the WIC grant that must be

adhered to by the sponsor once the grant is approved. We are encouraging you to review these documents to incorporate the costs associated with these obligations in your upcoming application.

Please be advised that any costs that are expected to be reimbursed must be delineated in the grant application. Only those items included in the approved grant are eligible for reimbursement. In addition, NJ WIC Services must provide prior approval for anticipated special purchases or projects including, but not limited to, leasing new WIC space, renovations of real property, purchasing large equipment items, and creating/deleting any positions, before incorporation into the budget. For additional guidance refer to Policy and Procedures 5.04, 5.08 and 5.25.

USDA Target and Breastfeeding Peer Counseling funds are included in this grant. These funds may not be commingled and the allowable costs are different for these two funding sources. Follow Policy and Procedure 5.19, "Breastfeeding Promotion and Support Expenditures," when preparing the budgets for these two grants.

The HSG application must include the following documents attached to the appropriate section of SAGE:

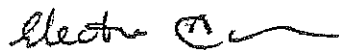
- Valid Tax Clearance Certificate
- Proof of Non Profit (501(C)3)
- Valid NJ Charities Registration
- Organization Chart delineating WIC funded positions, titles and names
- A Salary and Fringe Worksheet In Excel format

Any grant application received without the above attachments will be returned and may delay approval and disbursement of funds.

We anticipate that the grant application will be available in SAGE on June 1, 2018 with a submission date no later than June 30, 2018.

If you have any questions, please contact Daniel Said or Janice Pedota at (609) 292-9560.

Sincerely,



Electra Moses, MS, RDN
Director
WIC Services

c Deborah Murray
La Vivinan Webb

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

City Clerk File No. Res. 19-456

Agenda No. 10.20

Approved: MAY 22 2019

TITLE:



ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW JERSEY DEPARTMENT OF HEALTH, DIVISION OF HIV, STD, AND TB SERVICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Jersey City Department of Health & Human Services (JCHHS) applied for a grant from the New Jersey Department of Health, Division of HIV, STD, and TB Services (DHSTS); and

WHEREAS, DHSTS announced on May 8, 2019 that JCHHS was approved for grant funding from July 1, 2019 through June 30, 2020 to be used for Disease Intervention Specialist (DIS) Services; and

WHEREAS, JCHHS will receive a grant in the amount of \$115,000.00; and

WHEREAS, JCHHS is willing to use DHSTS's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with DHSTS for the above named project;

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

1. the Mayor or Business Administrator is hereby authorized to execute the agreement attached hereto in connection with the State Department of Health's DIS grant;
2. the City agrees to comply with all applicable federal, state and local laws, rules, and regulations that pertain to the grant; and ;
3. the Office of Management and Budget is authorized to set up an account for the DIS Grant in the amount of \$115,000.00.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Bylne, 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

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW JERSEY DEPARTMENT OF HEALTH, DIVISION OF HIV, STD, AND TB SERVICES

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Lea Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@icnj.org

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

Contract Purpose

This is a resolution accepting funds from the State Department of Health for Disease Intervention Specialist services for the City Clinic.

Cost (Identify all sources and amounts)

\$115,000 – DHSTS Grant Funding

Contract term (include all proposed renewals)

July 1, 2019 – June 30, 2020

Type of award

If "Other Exception", enter type

Additional Information

There is no matching requirement for this grant.

I certify that all the facts presented herein are accurate.

Margaret Devico
Signature of Department Director
for Stacey Flanagan

May 14, 2019
Date



State of New Jersey
DEPARTMENT OF HEALTH
DIVISION OF HIV, STD AND TB SERVICES
PO BOX 363
TRENTON, N.J. 08625-0363

PHILIP D. MURPHY
Governor

www.nj.gov/health

SHEILA Y. OLIVER
Lt. Governor

SHEREEF M. ELNAHAL, MD, MBA
Commissioner

May 8, 2019

Stacey Flanagan
Katiana Scalone
SENT VIA EMAIL:
SFlanagan@icnj.org
KScalone@icnj.org

SUBJECT: LETTER OF INTENT

Dear Ms. Flanagan:

In accordance with the Terms and Conditions for the Administration of Grants, the Division of HIV, STD and TB Services (DHSTS) intends to fund #DHST20SST008. The grant period will be from **July 1, 2019 through to June 30, 2020**. Pending the availability of funds, the projected base award will be **\$115,000**. Funds must be spent and/or obligated before the end of the budget period. The funds are to be used for Disease Intervention Specialist services.

Funding is expressly dependent upon the availability of funds to the department appropriated by the State Legislature from state or federal revenue. The department shall not be held liable for any breach of this agreement, because of the absence of available funding. The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of the current grant objectives. Corrections to your application and Attachment C negotiations with your Program Management Officer regarding specific objectives for your grant should be communicated to your agency following this letter. These specifics will be added to the official Attachment C and utilized to monitor and evaluate grant performance. The department will not be able to provide cash payment until a fully executed Notice of Grant Award is in place.

Corrections to your grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). The Department of Health "Terms and Conditions" may be found under "Management Activities" within each application. SAGE can be accessed at www.sage.nj.gov.

Sincerely,

Christopher Menschner, MSW, MA
Assistant Commissioner

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

City Clerk File No. Res. 19-457

Agenda No. 10.21

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE

COUNCIL

offered and moved adoption of the

following resolution:

WHEREAS, the City of Jersey City (the "City") Department of Health & Human Services administers a variety of fitness programming for senior citizen residents, including swimming, stationary biking, and walking; and

WHEREAS, New Jersey City University, with offices located at 2039 Kennedy Boulevard (the "Licensor") is the owner of property located at 110 Culver Avenue (the "Property") that the City intends to use for the purposes stated above through December 31, 2019; and

WHEREAS, Licensor agrees to permit the City to enter onto its Property for the purpose of conducting senior swimming classes, stationary cycling ("spin") classes, and open hours for walking on the track; and

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

WHEREAS, the City shall pay \$400 per month, for a total of \$4,800 for calendar year 2019, to NJCU in exchange for the use of the Property; and,

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured; and,

WHEREAS, funds are available for this contract in the account;

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
02-213-40-918-614	133262	\$4,800.00

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

City Clerk File No. Res. 19-457

Agenda No. 10.21

TITLE: MAY 22 2019

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE

- 3. The term of the License Agreement shall be effective through December 31, 2019.
- 4. The City is authorized to pay NJCU \$400 per month, for a total of \$4,800 for 2019, in exchange for the use of the property.
- 5. The office of Risk Management is authorized to add NJCU, the State of New Jersey, and the New Jersey Educational Facilities Authority as "additional insureds" party to the City's insurance policies in accordance with the requirements of the License Agreement attached hereto.

I, Elizabeth Castelle, Acting Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this resolution.

Account
02-213-40-918-614

PO #
133262

Total Contract
\$4,800.00

JMcK
5/15/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5-22-19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSTAIN			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE

Project Manager

Department/Division	Health & Human Services	Senior Affairs
Name/Title	Joan Eccleston	Director, Senior Affairs
Phone/email	(201) 547 4992	EcclestonJ@jcnj.org

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

Contract Purpose

This is a resolution approving an agreement between Jersey City and NJCU to host senior fitness classes at the NJCU athletic center at 110 Culver Avenue. NJCU will collect \$400 a month for use of the center.

Cost (Identify all sources and amounts)

\$400/month for three months - \$4,800 total

Contract term (include all proposed renewals)

January 1 – December 31, 2019

Type of award

License/Use Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Stacy Finnigan
Signature of Department Director

May 14/2019
Date



John J. Moore Athletics and Fitness Center
 2039 Kennedy Boulevard / Jersey City, NJ 07305
 Contact: (201) 200-2155 / gdeaver@njcu.edu

Facility Rental Agreement & Terms & Conditions

This facility usage Agreement ("Agreement") is entered into as of January 2, 2019, between, Health & Human Services, ("LICENSEE") having offices at Dr. Martin Luther King, Jr. City Hall Annex 1 Jackson Square, Jersey City, NJ 07305, and New Jersey City University ("NJCU"), a public institution of higher education of the State of New Jersey, having offices at 2039 Kennedy Boulevard, Jersey City, New Jersey, for use by LICENSEE of designated space or facilities owned by NJCU.

SPACE & INSTRUCTOR USE

Date	Time	Space	Activity	Instructor
Jan 2 nd , 2019 – Dec 31 st , 2019	9:30am-11:30am	Pool (3 Lanes) Days: M, W, F	Senior Community Program	NJCU – Tom Lee
	9:30am – 11:30am	Walking Track Days: M – F	Senior Community Program	Open Hours
	10:30am – 11:15am	Spinning Days: M, W, F	Senior Community Program	NJCU – Sergio Villamizar

In doing so, LICENSEE agrees to the following terms and conditions:

USAGE FEE AND PAYMENT

LICENSEE agrees to pay \$ 400 monthly to NJCU. Payments of the Usage Fee shall be made by business or certified check made payable to New Jersey City University and delivered or mailed to Kristen Stewart, Director of Event Services, at Office of University Advancement, New Jersey City University, Hepburn Hall - 321, Jersey City, New Jersey, 07305.

INSURANCE AND INDEMNIFICATION

LICENSEE shall indemnify and defend NJCU, its officers, employees and agents from any and all claims, contests, disputes, complaints, or causes of action arising from the operation of this Agreement. LICENSEE shall secure and maintain in force for the term of the Agreement, insurance coverage provided herein. All insurance coverage is subject to the approval of NJCU and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. LICENSEE shall provide NJCU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to University. All insurance required herein shall contain a waiver of subrogation in favor of NJCU. All insurance required herein, except Workers' Compensation, shall name LICENSEE, NJCU, the State of New Jersey, and the New Jersey Educational Facilities Authority, as additional insureds.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of LICENSEE, its officers, employees, agents, volunteers, and subcontractors shall also be included should the events or activities require the attendance of a practitioner of the medical arts. The policy shall

not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the NJCU. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, one million dollars (\$1,000,000) product/completed operations aggregate. A "per location endorsement" shall be included, so that the general aggregate limit applies separately to the location that is the subject of this contract. Comprehensive Automobile Liability covering owned, non-owned, and hire vehicles shall be in force. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of LICENSEE and any subcontractor who will be engaged in the performance of this Agreement. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under umbrella insurance and the umbrella limit exceeds the above employer's liability limit requirements.

LICENSEE shall require all subcontractors, agents and franchisee to comply with all of the insurance requirements described above. LICENSEE shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor, agent and franchisee prior to their beginning work at NJCU. LICENSEE shall provide copies of all subcontractor, agents and franchise certificates of insurance to NJCU upon request.

ASSIGNMENT AND SUBLETTING

LICENSEE does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without written consent of NJCU.

DEFAULT

If LICENSEE fails to pay any fee or other sum required to be paid by LICENSEE when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to University, whether at law or in equity, NJCU may immediately terminate this Agreement and all rights of LICENSEE.

FORCE MAJEURE

If NJCU is unable to give possession of the Space on the date specified within the Agreement by reason of "force majeure," NJCU shall not be subject to liability for failure to give possession. Under such circumstances, LICENSEE shall be entitled to a return of all payments and deposits. For purposes of this Agreement, the term "force majeure" shall mean fire, earthquake, flood, heavy rain/thunderstorms, strikes of lightning, Act of God, or other labor disturbances, riots, or civil commotions, litigation, war or other act of foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of NJCU.

INTERPRETATION

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of New Jersey, the courts of which state shall have jurisdiction over its subject matter.

RELATIONSHIP

Neither LICENSEE nor any personnel of LICENSEE will for any purpose be considered employees or agents of NJCU. LICENSEE assumes full responsibility for the actions of LICENSEE'S personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

INSTRUCTOR

All instructional personnel are required to be processed and managed by NJCU. The LICENSEE can only provide recommended instructors to NJCU at their discretion.

FACILITY/SPACE USAGE

LICENSEE agrees:

To maintain the Space in as good order and condition as it was prior to LICENSEE'S use and will be held responsible for any damages to the Space or facility or loss or replacement of any equipment that is damaged and lost that may be incurred as a result of activity/usage of Space.

Not to use or allow the Space to be used for any unlawful purpose. Additionally, boisterous or nuisance persons may be requested to leave premises by NJCU.

Use of Space will be used only for activities for which they have been designated.

When the University is closed due to holiday, inclement weather or maintenance, NJCU has the right to cancel all activities for the duration of the closure.

It shall not make any statements, written, oral, or otherwise, including promotional materials related to Space that could cause confusion as to the entity sponsoring the event occurring within the Space. Furthermore, agrees NJCU name and/or logo may not be used to advertise an event unrelated to university business and is only permitted to be used as specific venue as the location of the event on invitation and/or promotional materials.

Smoking is prohibited in NJCU facilities.

Parking on NJCU campus is subject to university regulations and availability, and charges will be at the expense of LICENSEE unless noted otherwise.

Not to affix décor or signage to NJCU property with nails, screws, or staple guns and agrees to remove all décor, signage directly following event. Moreover, candles/open flames are prohibited in NJCU facilities.

All catering services are provided through Gourmet Dining, NJCU's food service provider, unless NJCU provides written consent otherwise. Catering may be arranged directly with Gourmet Dining. (see <http://www.gourmetdiningllc.com/campus/njcu/>)

To obtain a Social Affair Permit from the State of New Jersey if alcohol will be served. (see http://www.nj.gov/oag/abc/downloads/social_affair_permit.pdf)

TERMINATION

This Agreement may be terminated for cause by NJCU for any breach of the Agreement provided that NJCU provides written notice to User of the breach and allows five days from the date of the notice for the breach to be cured. The Agreement may be terminated by either Party on written notice of thirty days. In the event of termination of the Agreement upon written notice, the Agreement shall be deemed terminated as of the date of the end of the notice period and any remaining payments to NJCU shall be prorated to the date of the termination

of the Agreement. In all other cases the Agreement shall terminate at the end of the Term as specified Space Use of this Agreement.

JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey and any action shall be brought in the courts of the State of New Jersey. Any claims against NJCU, its officers, employees, or agents shall be subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liabilities Act.

LICENSEE CONTACT INFORMATION

Name:

Company/Organization:

Address:

Telephone:

Email:

In signing, I agree to the terms of this Agreement:

Signature of LICENSEE: _____ Date: _____

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

City Clerk File No. Res. 19-458

Agenda No. 10.22

Approved: _____

TITLE: **WITHDRAWN**



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY NATIONAL COUNCIL ON BEHAVIORAL HEALTH FOR PROVIDING MENTAL HEALTH FIRST AID TRAINING

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, the National Council on Behavioral Health (NCBH) has provided a Mental health First Aid training for employees of the Department of Health and Human Services;

WHEREAS, outstanding invoices have been submitted to the City that total \$21,500 for services performed on December 17, 2018 (Attachment A); and

WHEREAS, the NCBH has requested that the City immediately pay the sum of \$21,500 for the services provided; and

WHEREAS, Paul Bellan-Boyer for the City of Jersey City has reviewed the NCBH's request for payment and has certified that the NCBH rendered the services requested by the City on December 17, 2018 and has certified that the NCBH's bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, the NCBH performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of \$21,500 from Account No. 02-213-40-879-314 shall be made available to the Department of Health & Human Services for the purpose of paying the outstanding claims submitted by the NCBH.

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

- 1) The Department of Health & Human Services is hereby authorized to pay the NCBH the sum of \$21,500 for the outstanding claims for providing professional legal services to the City on December 17, 2018; and
- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by the NCBH certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

JMcK
3/7/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certificator

Not Required

WITHDRAWN

RECORD OF COUNCIL VOTE ON FIN

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY NATIONAL COUNCIL ON BEHAVIORAL HEALTH FOR PROVIDING MENTAL HEALTH FIRST AID TRAINING

Project Manager

Department/Division	Health & Human Services	Injury Prevention
Name/Title	Paul Bellan-Boyer	Director, Injury Prevention
Phone/email	(201) 547 5114	Pbellan-boyer@jcnj.org

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

Contract Purpose

This is a resolution approving the payment of a claim from the National Council for Behavioral Health, which conducted mental health first aid trainings as part of the SAMHSA grant awarded in 2018.

Cost (Identify all sources and amounts)

\$21,500 – SAMHSA grant funds

Contract term (include all proposed renewals)

November 1, 2018 through December 31, 2019

Type of award

Claims payment

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Stacey Flanagan
Signature of Department Director

May 14, 2019
Date

ATTACHMENT A

NATIONAL COUNCIL
FOR BEHAVIORAL HEALTH
STATE ASSOCIATIONS OF ADDICTION SERVICES
Stronger Together.

Invoice Number INV-22225-M3S4B1
Invoice Date 12/4/2018
Customer Number 00022769
PO Number
Page 1 of 1

City of Jersey City
Dr. Martin Luther King Jr. City Hall Annex
1 Jackson Square
Jersey City, New Jersey 07305

Host Site Fee - 3 day Adult	00108230	1.00000	\$21,500.00	\$21,500.00
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Invoice Total **\$21,500.00**

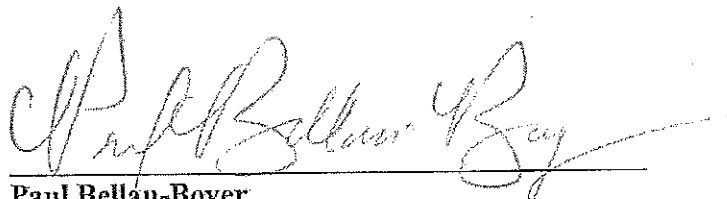
See contract for terms of payment

Payable To: National Council for Behavioral Health
1400 K Street NW, Suite 400
Washington, DC 20005

Please include invoice number on checks Questions Call (202) 684-7457

ATTACHMENT B

I, Paul Bellan-Boyer for the City of Jersey City, certify that the bills submitted by the National Council on Behavioral health (NCBH) are for services rendered and delivered to the City of Jersey City regarding the provision of Mental Health First Aid training on December 17-19, 2019. I further certify that the bills received by the City from the NCBH for the provision of the services in the amount of \$21,500 are fair and reasonable.



Paul Bellan-Boyer
Director, Division of Injury Prevention
Dept. of Health & Human Services
City of Jersey City

Date: 5/14/19

ATTACHMENT C

RELEASE AND AFFIDAVIT

This Release, dated May 14, 2019, is given by the Releasor, the National Council on Behavioral Health (NCBH), referred to as "I," to the City of Jersey City, and its agents and employees, referred to as "You."

1. Release

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2. Payment

As consideration for the Release, I will be paid \$21,500 from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. Who is Bound

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. Signatures

I understand and agree to the terms of this Release.

Jeanne Cook
Name:

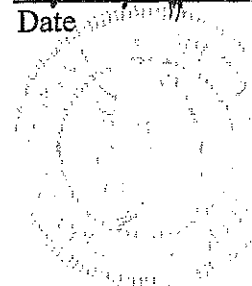
5/14/19
Date

Witnesses or Attested By:

Mary J. O'Grady
Name:

5/14/19
Date

Notary Expires 3-8-2022
Montgomery County, Maryland
20



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

City Clerk File No. Res. 19-459

Agenda No. 10.23

Approved: MAY 22 2019



**TITLE: RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM
SUBMITTED BY LUISA "COOKIE" REDONDO FOR CONDUCTING
ZUMBA CLASSES**

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, Luisa "Cookie" Redondo has provides Zumba classes to seniors at the Joseph Connors Senior Center, Grace Church, and Maureen Collier Senior Center, and

WHEREAS, outstanding invoices have been submitted to the City that total \$4,355 for services performed from January 1, 2019 through April 30, 2019 (Attachment A); and

WHEREAS, Luisa "Cookie" Redondo has requested that the City immediately pay the sum of \$4,355 for the services provided; and

WHEREAS, Joan Eccleston, Director of the Division of Senior Citizen Affairs for the City of Jersey City has reviewed Luisa "Cookie" Redondo's request for payment and has certified that Luisa "Cookie" Redondo rendered the services requested by the City from January 1, 2019 through April 30, 2019 and has certified that Luisa "Cookie" Redondo's bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, Luisa "Cookie" Redondo performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of \$4,355 from Account No. 02-213-40-918-622 shall be made available to the Division of Senior Citizen Affairs for the purpose of paying the outstanding claims submitted by Luisa "Cookie" Redondo.

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

- 1) The Division of Senior Citizen Affairs is hereby authorized to pay Luisa "Cookie" Redondo the sum of \$4,355 for the outstanding claims for providing senior citizen fitness classes to the City from January 1, 2019 through April 30, 2019; and
- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Luisa "Cookie" Redondo certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

I, Gregorio Pastella, Acting Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this resolution.

<u>Account</u>	<u>PO #</u>	<u>Total Claim</u>
02-213-40-918-622	133599	\$4,355.00

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.22.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	ABSTAIN				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT				
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY LUISA "COOKIE" REDONDO FOR CONDUCTING ZUMBA CLASSES

Project Manager

Department/Division	Health & Human Services	Senior Affairs
Name/Title	Stacey Lea Flanagan/Joan Eccleston	Director/Division Director
Phone/email	(201) 547 6560/5750	SFlanagan@jcnj.org/EcclestonJ@jcnj.org

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

Contract Purpose

This is a resolution to approve a claim from Luisa "Cookie" Redondo, who's been providing Senior Zumba classes since January.

Cost (Identify all sources and amounts)

\$4,355

Contract term (include all proposed renewals)

January 1, 2019 – April 30, 2019

Type of award

If "Other Exception", enter type

Additional Information

Cookie is paid via a grant, and due to paperwork holdups the grant account was not set up until April.

I certify that all the facts presented herein are accurate.

Stacey Flanagan
Signature of Department Director

May 14, 2019
Date

Stacey Flanagan

ATTACHMENT A

Name of Center	Dates	Amount	Invoice # 1
Grace Church	Tuesday 01/08/19	\$65	From: Luisa Redondo Zumba with Cookie 139 Dekalb Avenue Jersey City, NJ 07306 201-539-3234 <u>luisaredondo5@yahoo.com</u> To: Senior Affairs Health and Human Services 1 Jackson Square Jersey City, NJ 07305 201-547-5750
	Wednesday 01/09/19	\$65	
	Friday 01/11/19	\$65	
	Tuesday 01/15/19	\$65	
	Wednesday 01/16/19	\$65	
	Friday 01/18/19	\$65	
	Tuesday 01/22/19	\$65	
	Wednesday 01/23/19	\$65	
	Friday 01/25/19	\$65	
	Tuesday 01/29/19	\$65	
	Wednesday 01/30/19	\$65	
Total Classes	11 Classes		
Maureen Collier	Wednesday 01/09/19	\$65	
	Wednesday 01/16/19	\$65	
	Wednesday 01/23/19	\$65	
	Wednesday 01/30/19	\$65	
Total Classes	4 Classes		
Joseph Connor	Wednesday 01/09/19	\$65	
	Wednesday 01/16/19	\$65	
	Wednesday 01/23/19	\$65	
	Wednesday 01/30/19	\$65	
Total Classes	4 Classes		
OVERALL TOTAL of CLASSES	19 CLASSES @ \$65.00 PER CLASS		
OVERALL TOTAL DUE	FOR JANUARY	\$1,235	

Name of Center	Dates	Amount	Invoice # 2
Grace Church	Tuesday 02/05/19	\$65	From: Luisa Redondo Zumba with Cookie 139 Dekalb Avenue Jersey City, NJ 07306 201-539-3234 luisaredondo5@yahoo.com To: Senior Affairs Health and Human Services 1 Jackson Square Jersey City, NJ 07305 201-547-5750
	Wednesday 02/06/19	\$65	
	Friday 02/08/19	\$65	
	Tuesday 02/12/19 No Zumba	\$0	
	Wednesday 02/13/19	\$65	
	Friday 02/15/19	\$65	
	Tuesday 02/19/19	\$65	
	Wednesday 02/20/19	\$65	
	Friday 02/22/19 No Zumba	\$0	
	Tuesday 02/26/19	\$65	
Wednesday 02/27/17	\$65		
Total Classes	9 Classes		
Maureen Collier	Wednesday 02/06/19	\$65	
	Wednesday 02/13/19	\$65	
	Wednesday 03/20/19 No Zumba	\$0	
	Wednesday 02/27/19	\$65	
Total Classes	3 Classes		
Joseph Connor	Wednesday 02/06/19	\$65	
	Wednesday 02/13/19 No Zumba	\$0	
	Wednesday 02/20/19 No Zumba	\$0	
	Wednesday 02/27/19	\$65	
Total Classes	2 Classes		
OVERALL TOTAL OF CLASSES IN FEBRUARY	Total of classes 14 @ \$65.00 per class		
OVERALL TOTAL	Overall Total	\$910	

Name of Center	Dates	Amount
Grace Church	Friday 3/1/2019	\$65
	Tuesday 3/5/2019	\$65
	Wednesday 3/6/2019	\$65
	Friday 3/8/2019	\$65
	Tuesday 3/12/2019	\$65
	Wednesday 3/13/2019	\$65
	Friday 03/15/19	\$65
	Tuesday 3/19/2019	\$65
	Wednesday 3/20/19	\$65
	Friday 03/22/19	\$65
	Tuesday 3/26/2019	\$65
	Wednesday 3/27/2019	\$65
	Friday 3/29/2019	\$65
Total Classes	13 Classes	
Maureen Collier	Wednesday 03/06/19	\$65
	Wednesday 03/13/19	\$65
	Wednesday 03/20/19	\$65
	Wednesday 03/27/19	\$65
Total Classes	4 Classes	
Joseph Connor	Wednesday 03/13/19	\$65
	Wednesday 03/20/19	\$65
	Wednesday 03/27/19	\$65
Total Classes	3 Classes	
OVERALL TOTAL OF CLASSES	20 @ \$65.00 PER CLASS	
OVERALL TOTAL DUE	FOR THE MONTH OF MARCH	\$1,300

Invoice # 3
From: Luisa Redondo Zumba with Cookie
139 Dekalb Avenue Jersey City, NJ 07306
201-539-3234
luisaredondo5@yahoo.com
To: Senior Affairs
Health and Human Services
1 Jackson Square Jersey City, NJ 07305
201-547-5750

Name of Center	Dates	Amount
Grace Church	Tuesday 04/02/19	\$65
	Wednesday 04/03/19	\$65
	Friday 4/05/19	\$65
	Tuesday 04/09/19	\$65
	Wednesday 04/10/19	\$65
	Friday 04/12/19	\$65
	Tuesday 04/16/19	\$65
	Wednesday 04/17/19	\$65
	Friday 04/19/19 No Zumba	\$0
Vacation 04/23/19-05/08/19		

Invoice # 4
 From: Luisa Redondo Zumba with Cookie
 139 Dekalb Avenue Jersey City, NJ 07306
 201-539-3234
luisaredondo5@yahoo.com

To: Senior Affairs
 Health and Human Services
 1 Jackson Square Jersey City, NJ 07305
 201-547-5750

Total Classes 8 Classes

Maureen Collier	Wednesday 04/03/19	\$65
	Wednesday 04/10/19	\$65
	Wednesday 04/17/19	\$65

Total Classes 3 Classes


Joseph Connor	Wednesday 04/03/19	\$65
	Wednesday 04/10/19	\$65
	Wednesday 04/17/19	\$65

Total Classes 3 Classes

OVERALL # OF CLASSES 14 CLASSES X \$65.00 PER CLASS
OVERALL TOTAL DUE \$910

ATTACHMENT B

I, **Joan Eccleston**, for the City of Jersey City, certify that the bills submitted by **Luisa Redondo** are for services rendered and delivered to the City of Jersey City regarding the provision of **Senior Citizen Zumba Classes** from **January 1, 2019** through **April 30, 2019**. I further certify that the bills received by the City from **Luisa Redondo** for the provision of the services are fair and reasonable.



Joan Eccleston
Director, Division of Senior Citizen Affairs
Department of Health & Human Services
City of Jersey City

Date: 5/10/19

ATTACHMENT C

RELEASE AND AFFIDAVIT

This Release, dated _____, 2019, is given by the Releasor, Luisa "Cookie" Redondo, referred to as "I," to the City of Jersey City, and its agents and employees, referred to as "You."

1. Release

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2. Payment

As consideration for the Release, I will be paid \$4,355 from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. Who is Bound

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. Signatures

I understand and agree to the terms of this Release.

Luisa Redondo
Name:

May 10, 2019
Date

Witnesses or Attested By:

Carrie Estabrook
Name:

5/10/19
Date

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

City Clerk File No. Res. 19-460

Agenda No. 10.24

Approved: MAY 22 2019

TITLE:



RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION ON JUNE 4, 2019

COUNCIL

moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) required printing services for the printing of ballots and supplies for the June 4, 2019 primary election; and

WHEREAS, Barbara Netchert, County Clerk, designated Royal Printing Service as the official printer of the ballots for Hudson County; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(l), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

WHEREAS, Royal Printing Service, P.O. Box 1000, West New York, New Jersey 07093 agreed to provide printing services for the sum of \$78,710.00; and

WHEREAS, funds in the amount of \$78,710.00 are available in Account No. 201-01-201-20-121-305; P.O. No. _____; and

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

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

WHEREAS, Royal Printing Service has completed and submitted a Business Entity Disclosure Certification which certifies that Royal Printing Service 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 Royal Printing Service from making any reportable contributions during the term of the contract; and

WHEREAS, Royal Printing Service 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, Royal Printing Service has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

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

1. A contract award in the amount of \$78,710.00 to Royal Printing Service for the printing of official election machine and sample ballots for the primary election of June 4, 2019 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(l); and

TITLE:

RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION ON JUNE 4, 2019

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this resolution.
4. The award of this contract is subject to the condition that Royal Printing Service provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Elizabeth Castillo, Elizabeth Castillo, hereby certify that funds in the amount of \$78,710.00 are available in Account No. 2018-01-201-20-121-305; P.O. No. 133653 for payment of this resolution.

APPROVED: Art Byrne CITY CLERK

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION ON JUNE 4, 2019

Project Manager

Department/Division	Office of the City Clerk	City Clerk's Office
Name/Title	Robert Byrne	City Clerk
Phone/email	201-547-5149; rbyrne@icnj.org	rbyrne@icnj.org

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

Contract Purpose

Ratify contract award to Royal Printing Service for printing Official Election Machine and Sample Ballots for primary election on June 4, 2019

Cost (Identify all sources and amounts)

\$78,710.00

Contract term (include all proposed renewals)

May – June, 2019

Type of award

Other exception

If "Other Exception", enter type

Exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(1)

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director


Date

DETERMINATION OF VALUE CERTIFICATION

Robert Byrne, of full age, hereby certifies as follows:

1. As City Clerk of the City of Jersey City (City), I am also the Chief Election Official for the City of Jersey City.
2. The City requires the services of a printer to prepare official machine ballots and sample ballots for the June 4, 2019 Primary Election.
3. N.J.S.A. 40A:11-5(1)(l) of the Local Public Contracts Law indicates that the award of contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding.
4. As Municipal Clerk for the City of Jersey City I recommend ratification of the contract to Royal Printing Service.
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.

Dated: MAY 15 2019



Robert Byrne, City Clerk

**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 Royal Printing Service (name of business entity) has not made any reportable contributions in the **one-year period preceding 5/08/2019 (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 Royal Printing Service (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: Royal Printing Service

Signed *David W. Passante* Title: President/Secretary

Print Name: David W. Passante

Date: 5/15/19

Subscribed and sworn before me
this 15 day of May, 2019

My Commission expires: October 10, 2022

Miriam C. Ortega

MIRIAM C. ORTEGA

Notary Public of New Jersey

Commission # 50069391

Commission Expires October 10, 2022

David W. Passante
(Affiant)
David W. Passante, President/Secretary
(Print name & title of affiant) (Corporate Seal)

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

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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
David W. Passante	11 Eastbrook Road, Harrington Park, NJ 07640
Kevin N. Passante	11 Cobblestone Crossing, Norwood, NJ 07648

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: Royal Printing Service

Signature of Affiant: [Signature] Title: President/Secretary

Printed Name of Affiant: David W. Passante Date: 5/15/19

Subscribed and sworn before me this 15 day of MAY, 2019

My Commission expires: October 10, 2022

[Signature]
MIRIAM D. ORTEGA
 Notary Public of New Jersey
 Commission # 50069391
 Commission Expires October 10, 2022

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

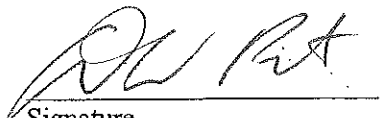
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I - Vendor Information

Vendor Name:	Royal Printing Service		
Address:	441 51 Street		
City:	West New York	State:	NJ Zip: 07093

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 David W. Passante President/Secretary
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 \$

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

**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: Royal Printing Service
Address: 441 51 Street, West New York, NJ 07093
Telephone No: (201) 863-3131
Contact Name: David W. Passante

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.

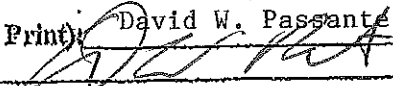
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Printed: David W. Passante, President/Secretary
Representative's Signature: 
Name of Company: Royal Printing Service
Tel. No.: (201) 863-3131 Date: 5/15/19

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

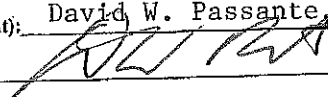
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): David W. Passante President/Secretary

Representative's Signature: 

Name of Company: Royal Printing Service

Tel. No.: (201) 863-3131

Date: 5/15/19

Certification 13999

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-2021**

ROYAL PRINTING SERVICE
441 51ST ST., PO BOX 1000
W. NEW YORK NY 07093



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff', written over a small crest or logo.

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

ROYAL PRINTING SERVICE

TAXPAYER IDENTIFICATION#:

221-898-677/000

ADDRESS:

441 51ST ST
WEST NEW YORK NJ 07093

EFFECTIVE DATE:

10/15/69

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0064640

ISSUANCE DATE:

06/03/04

J.P. & Tully
Acting Director

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. 19-461

Agenda No. 10.25

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 SUMMERFEST TUESDAYS CONCERT SERIES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City (City), through the Mayor's Office/Office of Cultural Affairs, requires the services of various performers for **CY 2019 SUMMERFEST TUESDAYS CONCERT SERIES** at Liberty State Park (South Lawn) on Tuesdays 6:30pm – 8:30pm from July 9, 2019 through August 20, 2019 (the "Events"); and

WHEREAS, the City contacted multiple bands and musicians to receive quotes to perform at the Events; and

WHEREAS, the selected vendors each provided price quotations that are below 15% of the bid threshold established by the Local Public Contracts Law; and

WHEREAS, N.J.S.A. 40A:11-6.1(c) states that all contracts that are in the aggregate less than 15 percent of the bid threshold may be awarded by the contracting agent without soliciting competitive quotations if authorized by resolution; and

WHEREAS, the various vendors listed below are qualified and have agreed to perform the service for the fees indicated below; and

PERFORMER	DATE	TIME	AMOUNT	PO#
Willpower Enterprises, Inc.	July 9, 2019	6:30pm - 8:30pm	\$ 1,000.00	133509
Richard Reiter	July 16, 2019	6:30pm - 8:30pm	\$ 800.00	133510
Erich J. Cawalla	July 23, 2019	6:30pm - 8:30pm	\$ 2,000.00	133511
Vincent Fano	July 30, 2019	6:30pm - 8:30pm	\$ 1,200.00	133512
E-H Records, LLC	August 13, 2019	6:30pm - 8:30pm	\$ 800.00	133513
David Cedeno	August 20, 2019	6:30pm - 8:30pm	\$ 1,500.00	133514
		TOTAL	\$ 7,300.00	

Continuation of Resolution _____
City Clerk File No. Res. 19-461
Agenda No. 10.25
TITLE: MAY 22 2019

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 SUMMERFEST TUESDAYS CONCERT SERIES

WHEREAS, funds in the amount of \$7,300.00 are available in Account No. 01-201-30-412-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that upon certification by an official or employee of the City authorized to administer the contracts, that the services were provided, then payment to the contractors shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1.

I, Elizabeth Castillo, Acting CFO, certify that funds are available in Account No.: 01-201-30-412-314 in the amount of Seven thousand, three hundred (\$7,300.00) dollars.

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R. 5-6-19

APPROVED: *16*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED *8-0*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	<i>ABS ENT</i>		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUSICAL PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR THE CY 2019 SUMMERFEST TUESDAYS CONCERT SERIES

Project Manager

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title	Christine Goodman	Director of Office of Cultural Affairs
Phone/email	201-547-6921	CGoodman@jenj.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 requires the services of various musical performances at the Liberty State Park (South Lawn) 2019 Summerfest Tuesdays Concert Series. The performances will be on Tuesdays from 6:30pm until 8:30pm on July 9, 16, 23, 30, August 13, and 20, 2019.

Cost (Identify all sources and amounts)

\$7,300.00

Contract term (include all proposed renewals)

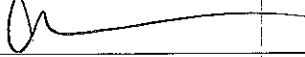
Various Musical Performers in July 2019 and August 2019 at Liberty State Park (South Lawn)

Type of award Contractual Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/1/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

280 GROVE STREET | RM 215 | JERSEY CITY, NJ 07302
P: 201.547.6921

Req. # 0188140



CHRISTINE GOODMAN
DIRECTOR

JERSEY CITY PERFORMANCE CONTRACT

COMPANY: WillPower Enterprises, Inc.
ADDRESS: 87 Audubon Avenue
CITY, STATE, ZIP: Jersey City, NJ 07305
WEBSITE: www.WilmaAnn.com
SOCIAL MEDIA: N/A

DATE: _____
CONTACT PERSON: Wilma Ann Anderson
PHONE: (917) 945-7697
MOBILE: (917) 945-7697
EMAIL: wilpower1@gmail.com

**THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE
READ AND UNDERSTAND BEFORE SIGNING.**

- The above party ("Company") and the City of Jersey City (the "City") agree as follows:
- The City agrees to engage Company for a public performance at a City sponsored event.
- The place and time of performance is: Liberty State Park (South Lawn)
(the "Event Location" or "Event").
- The date(s) of the Performance shall be Tuesday, July 9, 2019
and the time(s) of the Performance shall be 6:30pm - 8:30pm
. This Performance shall be 2 hours with a 10 minute intermission.
- Performance: The Performance is generally described as:
"Diverse Jazz"
- Both Parties have agreed on a payment of: \$1,000.00
- Check shall be made payable to: WillPower Enterprises, Inc.
- Vendor Number/BRC: WI899480WO
- Sound System and Stage will be provided by: Jersey City Office of Cultural Affairs
- The City and Company shall be excused from their obligations hereunder in the event that performance is rendered impossible or impractical because of sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. Within a reasonable time thereafter, the Party invoking this clause shall provide to the other Party reasonable proof of the nature of the Force Majeure event and its effect on the invoking Party's ability to perform.

Req. # 0188140

11. Promotion: City of Jersey City shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that City of Jersey City will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that City of Jersey City may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
12. Authority to Execute: The representative who is executing this Agreement on behalf of the Company hereby warrants and represents that he has the full power and authority bind the Company on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that the City is relying thereon.
13. Back-line provided by: Wilma Ann and The Jazz Disciples (See below).
14. The Company understands that he/she is performing music at the Event Location at the Company's own risk and that neither the City nor any of its council members, officers, agents, representatives, employees and volunteers shall be responsible for theft, vandalism, fire, water or any other damages or losses to any equipment or property brought to the Event Location by the Company. The Company acknowledges and agrees that the City will not provide any security at the Event Location, including, without limitation, set up, operation and tear-down of the concert, and City shall not, for any reason, be liable for any lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the Event. The Company understands and agrees that the City makes no representations or warranties regarding the level of security in the Event Location. The Company understands and agrees that the City and its council members, officers, agents, representatives, employees and volunteers cannot be responsible for reimbursement or replacement of lost, stolen, or damaged equipment or property and that the City does not insure such equipment or property. The Company understands and agrees that the City encourages the Company to obtain an insurance policy for their property if appropriate.
15. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company waives and releases the City, its council members, officers, agents, representatives, employees and volunteers of, and from, any and all losses, damages, liability, or claims for damage to or destruction of any equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the City, or its council members, officers, agents, representatives, employees and volunteers, while the property and equipment is located in the Event Location. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company hereby releases the City, its council members, officers, agents, representatives, employees and volunteers, from, and waives any and all rights to any and all claim for damages, or otherwise, he/she may have with regard to lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the concert.

Reg. # 0188140

16. If the Company is not the owner of the equipment or property to be used during the music performance at the Event, the Company shall indemnify, defend, and hold harmless the City, its council members, officers, agents, representatives, employees and volunteers for any and all losses, damages, liability, costs, expenses, actions or claims, including, but not limited to, attorneys' fees for damage to, or destruction of, the equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the City, or its officers, agents, employees and volunteers while the equipment or property is located at the Event Location.
17. The Company will be responsible for packing, unpacking, transporting, and configuring the equipment or property in their possession that is intended for use during the performance.
18. The Company hereby grants permission to the City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the performance for any non-commercial use, including but not limited to, publicity or promotion of the Event, record keeping or education.
19. The Company shall promptly remove its equipment and property from Event Location upon the request of the Office of Cultural Affairs.
20. The Company shall remove its equipment and property from the Event Location immediately upon conclusion of the event. Should the Company fail to remove the equipment or property by the conclusion of the Event, the City shall have the right to dispose of the equipment or property and any other items related thereto in any manner deemed appropriate solely by the City. The Company shall be responsible for any and all costs and expenses associated with City's removal of the equipment or property and/or the related materials. The Company hereby releases the City, its council members, officers, agents, representatives employees and volunteers, from, and waives any and all rights to, any and all claims for damages, or otherwise, he/she may have with regard to, city's removal of the property and/or related materials, equipment and/or any other items associated and/or used in conjunction with the exhibition as provided in this paragraph.
21. The Company shall defend, INDEMNIFY, SAVE HARMLESS, AND EXEMPT CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR ACTS BY THE VIEWING PUBLIC, THE SET UP, OPERATION, AND/OR REMOVAL OF ANY EQUIPMENT OR PROPERTY AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF THE CITY AND/OR ARTIST, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES.

Req. # D188140

**** SOUND COMPANY:** Jersey City Office of Cultural Affairs will provide House Package:

Any additional backline needs will need to be provided by the Company. All performers affiliated with the Company must arrive at the designated location ONE HOUR before scheduled performance time. If any members of the Company are late, City reserves the right, in its reasonable and sole discretion, to dock Company's pay accordingly. No substitutions or additions of specified performers unless agreed to by both parties prior to the performance. No profanity or explicit material. In the event of rain: A) If an enclosed location suitable for housing performers and audience is available, the show will continued as planned. B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/ reschedule fees. C) If rain starts after performance has started, and cannot be moved or rescheduled to an alternate location within reasonable time constraints, intended payment will be issued.

IN WITNESS WHEREOF, the parties have executed this Performance Contract as of the _____ day _____, 2019.

COMPANY:

CITY OF JERSEY CITY

Signature

Brian Platt
Business Administrator

(Print name above)

(COMPANY Name)

(Title position in COMPANY)



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

280 GROVE STREET | RM 215 | JERSEY CITY, NJ 07302
P: 201.547.6921



Ref. # 0188141

JERSEY CITY PERFORMANCE CONTRACT

COMPANY: Richard Reiter Swing Band
ADDRESS: 36 Catherine Court
CITY, STATE, ZIP: Cedar Grove, NJ 07009
WEBSITE: www.richardreiter.com
SOCIAL MEDIA: N/A

DATE: _____
CONTACT PERSON: Richard Reiter
PHONE: (973) 865-3657
MOBILE: (973) 865-3657
EMAIL: reiterjazz@gmail.com

**THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE
READ AND UNDERSTAND BEFORE SIGNING.**

- The above party ("Company") and the City of Jersey City (the "City") agree as follows:
- The City agrees to engage Company for a public performance at a City sponsored event.
- The place and time of performance is: Liberty State Park (South Lawn)
(the "Event Location" or "Event").
- The date(s) of the Performance shall be Tuesday, July 16, 2019
and the time(s) of the Performance shall be 6:30pm - 8:30pm
This Performance shall be 2 hours with a 10 minute intermission.
- Performance: The Performance is generally described as:
"Electric Jazz in many styles: swing, bebop, latin and rock"
- Both Parties have agreed on a payment of: \$800.00
- Check shall be made payable to: Richard Reiter
- Vendor Number/BRC: RE459012
- Sound System and Stage will be provided by: Jersey City Office of Cultural Affairs
- The City and Company shall be excused from their obligations hereunder in the event that performance is rendered impossible or impractical because of sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. Within a reasonable time thereafter, the Party invoking this clause shall provide to the other Party reasonable proof of the nature of the Force Majeure event and its effect on the invoking Party's ability to perform.

Ref. # 0188141

11. Promotion: City of Jersey City shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that City of Jersey City will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that City of Jersey City may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
12. Authority to Execute: The representative who is executing this Agreement on behalf of the Company hereby warrants and represents that he has the full power and authority bind the Company on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that the City is relying thereon.
13. Back-line provided by: Richard Reiter Swing Band (See below).
14. The Company understands that he/she is performing music at the Event Location at the Company's own risk and that neither the City nor any of its council members, officers, agents, representatives, employees and volunteers shall be responsible for theft, vandalism, fire, water or any other damages or losses to any equipment or property brought to the Event Location by the Company. The Company acknowledges and agrees that the City will not provide any security at the Event Location, including, without limitation, set up, operation and teardown of the concert, and City shall not, for any reason, be liable for any lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the Event. The Company understands and agrees that the City makes no representations or warranties regarding the level of security in the Event Location. The Company understands and agrees that the City and its council members, officers, agents, representatives, employees and volunteers cannot be responsible for reimbursement or replacement of lost, stolen, or damaged equipment or property and that the City does not insure such equipment or property. The Company understands and agrees that the City encourages the Company to obtain an insurance policy for their property if appropriate.
15. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company waives and releases the City, its council members, officers, agents, representatives, employees and volunteers of, and from, any and all losses, damages, liability, or claims for damage to or destruction of any equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the City, or its council members, officers, agents, representatives, employees and volunteers, while the property and equipment is located in the Event Location. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company hereby releases the City, its council members, officers, agents, representatives, employees and volunteers, from, and waives any and all rights to any and all claim for damages, or otherwise, he/she may have with regard to lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the concert.

Req. # 0188141

16. If the Company is not the owner of the equipment or property to be used during the music performance at the Event, the Company shall indemnify, defend, and hold harmless the City, its council members, officers, agents, representatives, employees and volunteers for any and all losses, damages, liability, costs, expenses, actions or claims, including, but not limited to, attorneys' fees for damage to, or destruction of, the equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the City, or its officers, agents, employees and volunteers while the equipment or property is located at the Event Location.
17. The Company will be responsible for packing, unpacking, transporting, and configuring the equipment or property in their possession that is intended for use during the performance.
18. The Company hereby grants permission to the City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the performance for any non-commercial use, including but not limited to, publicity or promotion of the Event, record keeping or education.
19. The Company shall promptly remove its equipment and property from Event Location upon the request of the Office of Cultural Affairs.
20. The Company shall remove its equipment and property from the Event Location immediately upon conclusion of the event. Should the Company fail to remove the equipment or property by the conclusion of the Event, the City shall have the right to dispose of the equipment or property and any other items related thereto in any manner deemed appropriate solely by the City. The Company shall be responsible for any and all costs and expenses associated with City's removal of the equipment or property and/or the related materials. The Company hereby releases the City, its council members, officers, agents, representatives employees and volunteers, from, and waives any and all rights to, any and all claims for damages, or otherwise, he/she may have with regard to, city's removal of the property and/or related materials, equipment and/or any other items associated and/or used in conjunction with the exhibition as provided in this paragraph.
21. The Company shall defend, INDEMNIFY, SAVE HARMLESS, AND EXEMPT CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR ACTS BY THE VIEWING PUBLIC, THE SETUP, OPERATION, AND/OR REMOVAL OF ANY EQUIPMENT OR PROPERTY AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF THE CITY AND/OR ARTIST, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES.

Req. # 0188141

**** SOUND COMPANY:** Jersey City Office of Cultural Affairs will provide House Package:

Any additional backline needs will need to be provided by the Company. All performers affiliated with the Company must arrive at the designated location ONE HOUR before scheduled performance time. If any members of the Company are late, City reserves the right, in its reasonable and sole discretion, to dock Company's pay accordingly. No substitutions or additions of specified performers unless agreed to by both parties prior to the performance. No profanity or explicit material. In the event of rain: A) If an enclosed location suitable for housing performers and audience is available, the show will continued as planned. B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/ reschedule fees. C) If rain starts after performance has started, and cannot be moved or rescheduled to an alternate location within reasonable time constraints, intended payment will be issued.

IN WITNESS WHEREOF, the parties have executed this Performance Contract as of the _____ day _____, 2019.

COMPANY:

CITY OF JERSEY CITY

Signature

Brian Platt
Business Administrator

(Print name above)

(COMPANY Name)

(Title position in COMPANY)



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

280 GROVE STREET | RM 215 | JERSEY CITY, NJ 07302
P: 201.547.6921



Req. # 0188143

JERSEY CITY PERFORMANCE CONTRACT

COMPANY: Erich Cawalla & the Uptown Band
ADDRESS: 540 Crest Circle
CITY, STATE, ZIP: Mohnton, PA 19540
WEBSITE: www.theuptownband.com
SOCIAL MEDIA: www.facebook.com/the-uptown-band - 4440797092 1.0 = theuptownbandpa

DATE: _____
CONTACT PERSON: Erich Cawalla
PHONE: (610) 781-8312
MOBILE: (610) 781-8312
EMAIL: theuptownband@comcast.net

THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ AND UNDERSTAND BEFORE SIGNING.

- The above party ("Company") and the City of Jersey City (the "City") agree as follows:
- The City agrees to engage Company for a public performance at a City sponsored event.
- The place and time of performance is: Liberty State Park (South Lawn)
(the "Event Location" or "Event").
- The date(s) of the Performance shall be Tuesday, July 23, 2019
and the time(s) of the Performance shall be 6:30pm - 8:30pm
. This Performance shall be 2 hours with a 10 minute intermission.
- Performance: The Performance is generally described as:
"Variety - From Motown to Current"
- Both Parties have agreed on a payment of: \$2,000.00
- Check shall be made payable to: Erich Cawalla
- Vendor Number/BRC: CA886545
- Sound System and Stage will be provided by: Jersey City Office of Cultural Affairs
- The City and Company shall be excused from their obligations hereunder in the event that performance is rendered impossible or impractical because of sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. Within a reasonable time thereafter, the Party invoking this clause shall provide to the other Party reasonable proof of the nature of the Force Majeure event and its effect on the invoking Party's ability to perform.

Req. # 0188143

11. Promotion: City of Jersey City shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that City of Jersey City will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that City of Jersey City may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
12. Authority to Execute: The representative who is executing this Agreement on behalf of the Company hereby warrants and represents that he has the full power and authority bind the Company on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that the City is relying thereon.
13. Back-line provided by: Erich Cawalla & the Uptown Band (See below).
14. The Company understands that he/she is performing music at the Event Location at the Company's own risk and that neither the City nor any of its council members, officers, agents, representatives, employees and volunteers shall be responsible for theft, vandalism, fire, water or any other damages or losses to any equipment or property brought to the Event Location by the Company. The Company acknowledges and agrees that the City will not provide any security at the Event Location, including, without limitation, set up, operation and tear-down of the concert, and City shall not, for any reason, be liable for any lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the Event. The Company understands and agrees that the City makes no representations or warranties regarding the level of security in the Event Location. The Company understands and agrees that the City and its council members, officers, agents, representatives, employees and volunteers cannot be responsible for reimbursement or replacement of lost, stolen, or damaged equipment or property and that the City does not insure such equipment or property. The Company understands and agrees that the City encourages the Company to obtain an insurance policy for their property if appropriate.
15. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company waives and releases the City, its council members, officers, agents, representatives, employees and volunteers of, and from, any and all losses, damages, liability, or claims for damage to or destruction of any equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the City, or its council members, officers, agents, representatives, employees and volunteers, while the property and equipment is located in the Event Location. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company hereby releases the City, its council members, officers, agents, representatives, employees and volunteers, from, and waives any and all rights to any and all claim for damages, or otherwise, he/she may have with regard to lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the concert.

Req. # 0188143

16. If the Company is not the owner of the equipment or property to be used during the music performance at the Event, the Company shall indemnify, defend, and hold harmless the City, its council members, officers, agents, representatives, employees and volunteers for any and all losses, damages, liability, costs, expenses, actions or claims, including, but not limited to, attorneys' fees for damage to, or destruction of, the equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the City, or its officers, agents, employees and volunteers while the equipment or property is located at the Event Location.
17. The Company will be responsible for packing, unpacking, transporting, and configuring the equipment or property in their possession that is intended for use during the performance.
18. The Company hereby grants permission to the City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the performance for any non-commercial use, including but not limited to, publicity or promotion of the Event, record keeping or education.
19. The Company shall promptly remove its equipment and property from Event Location upon the request of the Office of Cultural Affairs.
20. The Company shall remove its equipment and property from the Event Location immediately upon conclusion of the event. Should the Company fail to remove the equipment or property by the conclusion of the Event, the City shall have the right to dispose of the equipment or property and any other items related thereto in any manner deemed appropriate solely by the City. The Company shall be responsible for any and all costs and expenses associated with City's removal of the equipment or property and/or the related materials. The Company hereby releases the City, its council members, officers, agents, representatives employees and volunteers, from, and waives any and all rights to, any and all claims for damages, or otherwise, he/she may have with regard to, city's removal of the property and/or related materials, equipment and/or any other items associated and/or used in conjunction with the exhibition as provided in this paragraph.
21. The Company shall defend, INDEMNIFY, SAVE HARMLESS, AND EXEMPT CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS; EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR ACTS BY THE VIEWING PUBLIC, THE SET UP, OPERATION, AND/OR REMOVAL OF ANY EQUIPMENT OR PROPERTY AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF THE CITY AND/OR ARTIST, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES.

Req. # 0188/143

**** SOUND COMPANY:** Jersey City Office of Cultural Affairs will provide House Package:

Any additional backline needs will need to be provided by the Company. All performers affiliated with the Company must arrive at the designated location ONE HOUR before scheduled performance time. If any members of the Company are late, City reserves the right, in its reasonable and sole discretion, to dock Company's pay accordingly. No substitutions or additions of specified performers unless agreed to by both parties prior to the performance. No profanity or explicit material. In the event of rain: A) If an enclosed location suitable for housing performers and audience is available, the show will continued as planned. B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/ reschedule fees. C) If rain starts after performance has started, and cannot be moved or rescheduled to an alternate location within reasonable time constraints, intended payment will be issued.

IN WITNESS WHEREOF, the parties have executed this Performance Contract as of the _____ day _____, 2019.

COMPANY:

CITY OF JERSEY CITY

Signature

Brian Platt
Business Administrator

(Print name above)

(COMPANY Name)

(Title position in COMPANY)



STEVEN M. FULOP
MAYOR OF JERSEY CITY

Req. # 0188 144
CITY OF JERSEY CITY
OFFICE OF CULTURAL AFFAIRS

280 GROVE STREET | RM 215 | JERSEY CITY, NJ 07302
P: 201.547.6921



CHRISTINE GOODMAN
DIRECTOR

JERSEY CITY PERFORMANCE CONTRACT

COMPANY: The Moonlighters Orchestra
ADDRESS: 668A Avenue E.
CITY, STATE, ZIP: Bayonne, NJ 07002
WEBSITE: www.themoonlighterchicago.com
SOCIAL MEDIA: _____
facebook.com/moonlightergame

DATE: _____
CONTACT PERSON: Vincent Fano
PHONE: (201) 243-9881
MOBILE: (201) 600-1847
EMAIL: FXLR3@aol.com

**THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE
READ AND UNDERSTAND BEFORE SIGNING.**

1. The above party ("Company") and the City of Jersey City (the "City") agree as follows:
2. The City agrees to engage Company for a public performance at a City sponsored event.
3. The place and time of performance is: Liberty State Park (South Lawn)
(the "Event Location" or "Event").
4. The date(s) of the Performance shall be Tuesday, July 30, 2019
and the time(s) of the Performance shall be 6:30pm - 8:30pm
. This Performance shall be 2 hours with a 10 minute intermission.
5. Performance: The Performance is generally described as:
"Big Band"
6. Both Parties have agreed on a payment of: \$1,200.00
7. Check shall be made payable to: Vincent Fano
8. Vendor Number/BRC: FA20005
9. Sound System and Stage will be provided by: Jersey City Office of Cultural Affairs
10. The City and Company shall be excused from their obligations hereunder in the event that performance is rendered impossible or impractical because of sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. Within a reasonable time thereafter, the Party invoking this clause shall provide to the other Party reasonable proof of the nature of the Force Majeure event and its effect on the invoking Party's ability to perform.

Req. # 0188/44

11. Promotion: City of Jersey City shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that City of Jersey City will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that City of Jersey City may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
12. Authority to Execute: The representative who is executing this Agreement on behalf of the Company hereby warrants and represents that he has the full power and authority bind the Company on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that the City is relying thereon.
13. Back-line provided by: The Moonlighter Orchestra (See below).
14. The Company understands that he/she is performing music at the Event Location at the Company's own risk and that neither the City nor any of its council members, officers, agents, representatives, employees and volunteers shall be responsible for theft, vandalism, fire, water or any other damages or losses to any equipment or property brought to the Event Location by the Company. The Company acknowledges and agrees that the City will not provide any security at the Event Location, including, without limitation, set up, operation and tear-down of the concert, and City shall not, for any reason, be liable for any lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the Event. The Company understands and agrees that the City makes no representations or warranties regarding the level of security in the Event Location. The Company understands and agrees that the City and its council members, officers, agents, representatives, employees and volunteers cannot be responsible for reimbursement or replacement of lost, stolen, or damaged equipment or property and that the City does not insure such equipment or property. The Company understands and agrees that the City encourages the Company to obtain an insurance policy for their property if appropriate.
15. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company waives and releases the City, its council members, officers, agents, representatives, employees and volunteers of, and from, any and all losses, damages, liability, or claims for damage to or destruction of any equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the City, or its council members, officers, agents, representatives, employees and volunteers, while the property and equipment is located in the Event Location. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company hereby releases the City, its council members, officers, agents, representatives, employees and volunteers, from, and waives any and all rights to any and all claim for damages, or otherwise, he/she may have with regard to lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the concert.

Req. # 0188144

16. If the Company is not the owner of the equipment or property to be used during the music performance at the Event, the Company shall indemnify, defend, and hold harmless the City, its council members, officers, agents, representatives, employees and volunteers for any and all losses, damages, liability, costs, expenses, actions or claims, including, but not limited to, attorneys' fees for damage to, or destruction of, the equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the City, or its officers, agents, employees and volunteers while the equipment or property is located at the Event Location.
17. The Company will be responsible for packing, unpacking, transporting, and configuring the equipment or property in their possession that is intended for use during the performance.
18. The Company hereby grants permission to the City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the performance for any non-commercial use, including but not limited to, publicity or promotion of the Event, record keeping or education.
19. The Company shall promptly remove its equipment and property from Event Location upon the request of the Office of Cultural Affairs.
20. The Company shall remove its equipment and property from the Event Location immediately upon conclusion of the event. Should the Company fail to remove the equipment or property by the conclusion of the Event, the City shall have the right to dispose of the equipment or property and any other items related thereto in any manner deemed appropriate solely by the City. The Company shall be responsible for any and all costs and expenses associated with City's removal of the equipment or property and/or the related materials. The Company hereby releases the City, its council members, officers, agents, representatives employees and volunteers, from, and waives any and all rights to, any and all claims for damages, or otherwise, he/she may have with regard to, city's removal of the property and/or related materials, equipment and/or any other items associated and/or used in conjunction with the exhibition as provided in this paragraph.
21. The Company shall defend, INDEMNIFY, SAVE HARMLESS, AND EXEMPT CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR ACTS BY THE VIEWING PUBLIC, THE SET UP, OPERATION, AND/OR REMOVAL OF ANY EQUIPMENT OR PROPERTY AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF THE CITY AND/OR ARTIST, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES.

Reg. # 0188144

**** SOUND COMPANY:** Jersey City Office of Cultural Affairs will provide House Package:

Any additional backline needs will need to be provided by the Company. All performers affiliated with the Company must arrive at the designated location ONE HOUR before scheduled performance time. If any members of the Company are late, City reserves the right, in its reasonable and sole discretion, to dock Company's pay accordingly. No substitutions or additions of specified performers unless agreed to by both parties prior to the performance. No profanity or explicit material. In the event of rain: A) If an enclosed location suitable for housing performers and audience is available, the show will continued as planned. B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/ reschedule fees. C) If rain starts after performance has started, and cannot be moved or rescheduled to an alternate location within reasonable time constraints, intended payment will be issued.

IN WITNESS WHEREOF, the parties have executed this Performance Contract as of the _____ day _____, 2019.

COMPANY:

CITY OF JERSEY CITY

Signature

Brian Platt
Business Administrator

(Print name above)

(COMPANY Name)

(Title position in COMPANY)

Req. # 0188145

11. Promotion: City of Jersey City shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that City of Jersey City will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that City of Jersey City may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
12. Authority to Execute: The representative who is executing this Agreement on behalf of the Company hereby warrants and represents that he has the full power and authority bind the Company on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that the City is relying thereon.
13. Back-line provided by: Eliza Neals (See below).
14. The Company understands that he/she is performing music at the Event Location at the Company's own risk and that neither the City nor any of its council members, officers, agents, representatives, employees and volunteers shall be responsible for theft, vandalism, fire, water or any other damages or losses to any equipment or property brought to the Event Location by the Company. The Company acknowledges and agrees that the City will not provide any security at the Event Location, including, without limitation, set up, operation and tear-down of the concert, and City shall not, for any reason, be liable for any lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the Event. The Company understands and agrees that the City makes no representations or warranties regarding the level of security in the Event Location. The Company understands and agrees that the City and its council members, officers, agents, representatives, employees and volunteers cannot be responsible for reimbursement or replacement of lost, stolen, or damaged equipment or property and that the City does not insure such equipment or property. The Company understands and agrees that the City encourages the Company to obtain an insurance policy for their property if appropriate.
15. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company waives and releases the City, its council members, officers, agents, representatives, employees and volunteers of, and from, any and all losses, damages, liability, or claims for damage to or destruction of any equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the City, or its council members, officers, agents, representatives, employees and volunteers, while the property and equipment is located in the Event Location. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company hereby releases the City, its council members, officers, agents, representatives, employees and volunteers, from, and waives any and all rights to any and all claim for damages, or otherwise, he/she may have with regard to lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the concert.
16. If the Company is not the owner of the equipment or property to be used during the



STEVEN M. FULOP
MAYOR OF JERSEY CITY

Req. # 0188145
CITY OF JERSEY CITY
OFFICE OF CULTURAL AFFAIRS

280 GROVE STREET | RM 215 | JERSEY CITY, NJ 07302
P: 201.547.6921



CHRISTINE GOODMAN
DIRECTOR

JERSEY CITY PERFORMANCE CONTRACT

COMPANY: E-H Records LLC
ADDRESS: 150 Bay Street, Suite 208
CITY, STATE, ZIP: Jersey City, NJ 07302
WEBSITE: http://www.elizaneals.com
SOCIAL MEDIA: http://instagram.com/ElzoNeals
http://Facebook.com/elizanealsrocks
http://Twitter.com/elizanealsrocks
http://open.spotify.com/artist/48XqWMeivFI72xQFN2aqb

DATE: _____
CONTACT PERSON: Jay Johnson
PHONE: (646) 522-0285
MOBILE: (646) 522-0285
EMAIL: elizaneals@yahoo.com/info@e-hrecords.com

**THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE
READ AND UNDERSTAND BEFORE SIGNING.**

- The above party ("Company") and the City of Jersey City (the "City") agree as follows:
- The City agrees to engage Company for a public performance at a City sponsored event.
- The place and time of performance is: Liberty State Park (South Lawn)
(the "Event Location" or "Event").
- The date(s) of the Performance shall be Tuesday, August 13, 2019
and the time(s) of the Performance shall be 6:30pm - 8:30pm
. This Performance shall be 2 hours with a 10 minute intermission.
- Performance: The Performance is generally described as:
" _____ "
- Both Parties have agreed on a payment of: \$800.00
- Check shall be made payable to: E-H Records LLC
- Vendor Number/BRC: FH183149WO
- Sound System and Stage will be provided by: Jersey City Office of Cultural Affairs
- The City and Company shall be excused from their obligations hereunder in the event that performance is rendered impossible or impractical because of sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. Within a reasonable time thereafter, the Party invoking this clause shall provide to the other Party reasonable proof of the nature of the Force Majeure event and its effect on the invoking Party's ability to perform.

Req. # 0188145

16. If the Company is not the owner of the equipment or property to be used during the music performance at the Event, the Company shall indemnify, defend, and hold harmless the City, its council members, officers, agents, representatives, employees and volunteers for any and all losses, damages, liability, costs, expenses, actions or claims, including, but not limited to, attorneys' fees for damage to, or destruction of, the equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the City, or its officers, agents, employees and volunteers while the equipment or property is located at the Event Location.
17. The Company will be responsible for packing, unpacking, transporting, and configuring the equipment or property in their possession that is intended for use during the performance.
18. The Company hereby grants permission to the City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the performance for any non-commercial use, including but not limited to, publicity or promotion of the Event, record keeping or education.
19. The Company shall promptly remove its equipment and property from Event Location upon the request of the Office of Cultural Affairs.
20. The Company shall remove its equipment and property from the Event Location immediately upon conclusion of the event. Should the Company fail to remove the equipment or property by the conclusion of the Event, the City shall have the right to dispose of the equipment or property and any other items related thereto in any manner deemed appropriate solely by the City. The Company shall be responsible for any and all costs and expenses associated with City's removal of the equipment or property and/or the related materials. The Company hereby releases the City, its council members, officers, agents, representatives employees and volunteers, from, and waives any and all rights to, any and all claims for damages, or otherwise, he/she may have with regard to, city's removal of the property and/or related materials, equipment and/or any other items associated and/or used in conjunction with the exhibition as provided in this paragraph.
21. The Company shall defend, INDEMNIFY, SAVE HARMLESS, AND EXEMPT CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT AND/OR ACTS BY THE VIEWING PUBLIC, THE SET UP, OPERATION, AND/OR REMOVAL OF ANY EQUIPMENT OR PROPERTY AND ARISING OUT OF A WILLFUL AND/OR NEGLIGENT ACT AND/OR OMISSION OF THE CITY AND/OR ARTIST, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND/OR EMPLOYEES.

Req. # 0188145

** SOUND COMPANY: Jersey City Office of Cultural Affairs will provide House Package:

Any additional backline needs will need to be provided by the Company. All performers affiliated with the Company must arrive at the designated location ONE HOUR before scheduled performance time. If any members of the Company are late, City reserves the right, in its reasonable and sole discretion, to dock Company's pay accordingly. No substitutions or additions of specified performers unless agreed to by both parties prior to the performance. No profanity or explicit material. In the event of rain: A) If an enclosed location suitable for housing performers and audience is available, the show will continued as planned. B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/ reschedule fees. C) If rain starts after performance has started, and cannot be moved or rescheduled to an alternate location within reasonable time constraints, intended payment will be issued.

IN WITNESS WHEREOF, the parties have executed this Performance Contract as of the _____ day _____, 2019.

COMPANY:

CITY OF JERSEY CITY

Signature

Brian Platt
Business Administrator

(Print name above)

(COMPANY Name)

(Title position in COMPANY)



STEVEN M. FULOP
MAYOR OF JERSEY CITY

Rep. # 0188146
CITY OF JERSEY CITY
OFFICE OF CULTURAL AFFAIRS

280 GROVE STREET | RM 215 | JERSEY CITY, NJ 07302
P: 201.547.6921



CHRISTINE GOODMAN
DIRECTOR

JERSEY CITY PERFORMANCE CONTRACT

COMPANY: David Cedeno & His Orchestra
ADDRESS: 203 Lake Road
CITY, STATE, ZIP: Brick, NJ 08724
WEBSITE: www.davidcedeno.com
SOCIAL MEDIA: N/A

DATE: _____
CONTACT PERSON: David Cedeno
PHONE: (732) 300-8100
MOBILE: (732) 300-8100
EMAIL: david@davidcedeno.com

**THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE
READ AND UNDERSTAND BEFORE SIGNING.**

- The above party ("Company") and the City of Jersey City (the "City") agree as follows:
- The City agrees to engage Company for a public performance at a City sponsored event.
- The place and time of performance is: Liberty State Park (South Lawn)
(the "Event Location" or "Event").
- The date(s) of the Performance shall be Tuesday, August 20, 2019
and the time(s) of the Performance shall be 6:30pm - 8:30pm
. This Performance shall be 2 hours with a 10 minute intermission.
- Performance: The Performance is generally described as:
"
- Both Parties have agreed on a payment of: \$1,500.00
- Check shall be made payable to: David Cedeno
- Vendor Number/BRC: CE1006010
- Sound System and Stage will be provided by: Jersey City Office of Cultural Affairs
- The City and Company shall be excused from their obligations hereunder in the event that performance is rendered impossible or impractical because of sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control. Within a reasonable time thereafter, the Party invoking this clause shall provide to the other Party reasonable proof of the nature of the Force Majeure event and its effect on the invoking Party's ability to perform.

Req. # 0188146

11. Promotion: City of Jersey City shall be entitled to advertise and promote the appearance of Artist(s) and the Performance. Artist(s) acknowledge that City of Jersey City will rely on the terms hereof in all such promotions and advertising and in the brochures to be printed setting forth the names, dates and times of all performances to be held. Artist(s) hereby acknowledge and agree that City of Jersey City may use their names, photographs, likeness, facsimile signature and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at performance.
12. Authority to Execute: The representative who is executing this Agreement on behalf of the Company hereby warrants and represents that he has the full power and authority bind the Company on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that the City is relying thereon.
13. Back-line provided by: David Cedeno & His Orchestra (See below).
14. The Company understands that he/she is performing music at the Event Location at the Company's own risk and that neither the City nor any of its council members, officers, agents, representatives, employees and volunteers shall be responsible for theft, vandalism, fire, water or any other damages or losses to any equipment or property brought to the Event Location by the Company. The Company acknowledges and agrees that the City will not provide any security at the Event Location, including, without limitation, set up, operation and tear-down of the concert, and City shall not, for any reason, be liable for any lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the Event. The Company understands and agrees that the City makes no representations or warranties regarding the level of security in the Event Location. The Company understands and agrees that the City and its council members, officers, agents, representatives, employees and volunteers cannot be responsible for reimbursement or replacement of lost, stolen, or damaged equipment or property and that the City does not insure such equipment or property. The Company understands and agrees that the City encourages the Company to obtain an insurance policy for their property if appropriate.
15. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company waives and releases the City, its council members, officers, agents, representatives, employees and volunteers of, and from, any and all losses, damages, liability, or claims for damage to or destruction of any equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage, or any other cause of any kind, and any negligent acts or omissions of the City, or its council members, officers, agents, representatives, employees and volunteers, while the property and equipment is located in the Event Location. The Company hereby assumes all responsibility for loss or damage to the property and equipment used during the concert, and the Company hereby releases the City, its council members, officers, agents, representatives, employees and volunteers, from, and waives any and all rights to any and all claim for damages, or otherwise, he/she may have with regard to lost, stolen and/or damaged property, equipment and/or any other items associated and/or used in conjunction with the concert.

Req. # 0188146

16. If the Company is not the owner of the equipment or property to be used during the music performance at the Event, the Company shall indemnify, defend, and hold harmless the City, its council members, officers, agents, representatives, employees and volunteers for any and all losses, damages, liability, costs, expenses, actions or claims, including, but not limited to, attorneys' fees for damage to, or destruction of, the equipment or property that may result from theft, vandalism, adverse environmental conditions, including water damage or any other cause of any kind, and including any negligent acts or omissions of the City, or its officers, agents, employees and volunteers while the equipment or property is located at the Event Location.
17. The Company will be responsible for packing, unpacking, transporting, and configuring the equipment or property in their possession that is intended for use during the performance.
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Req. # 0188146

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IN WITNESS WHEREOF, the parties have executed this Performance Contract as of the _____ day _____, 2019.

COMPANY:

CITY OF JERSEY CITY

Signature

Brian Platt
Business Administrator

(Print name above)

(COMPANY Name)

(Title position in COMPANY)

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

City Clerk File No. Res. 19-462

Agenda No. 10.26

Approved: _____

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A SERVICES AGREEMENT TO YOGA INSTRUCTOR, CAROL LESTER

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") requires the services of a certified yoga instructor to provide services in connection with the Division of Senior Affairs under the auspices of the Department of Health and Human Services ("Department") to benefit the health and well-being of senior-citizen residents of Jersey City; and

WHEREAS, Carol Lester, is a certified yoga instructor and is qualified to perform the required services; 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, the contract period is from May 23, 2019 through December 31, 2019; and

WHEREAS, the total amount of this contract shall not exceed Twenty-one thousand and five hundred (\$21,500.00) Dollars; and

WHEREAS, the Director of the Department has determined and certified in writing that the annual value of the contracted services exceeds \$17,500.00 and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) caused to be informally solicited three (3) quotes, including one from Carol Lester, who resides in Jersey City, New Jersey ("Contractor"), for \$65.00 per 60-minute yoga class, with the total payments for the year 2019 not to exceed \$21,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that Contractor 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 Contractor from making any reportable contributions through the term of the contract; and

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

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

WHEREAS, the funds in the amount of Twenty two Thousand Dollars will be made available in the Senior Affairs Socialization grant Account No. 02-213-40-918-622 in the calendar year 2019 temporary or permanent budgets. Purchase order number is.

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

City Clerk File No. Res. 19-462

Agenda No. 10.26

Approved: MAY 22 2019

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A SERVICES AGREEMENT TO YOGA INSTRUCTOR, CAROL LESTER

COUNCIL offered and moved adoption of the following resolution:

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WHEREAS, Carol Lester, is a certified yoga instructor and is qualified to perform the required services; and

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WHEREAS, the total amount of this contract shall not exceed Twenty-one thousand and five hundred (\$21,500.00) Dollars; and

WHEREAS, the Director of the Department has determined and certified in writing that the annual value of the contracted services exceeds \$17,500.00 and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) caused to be informally solicited three (3) quotes, including one from Carol Lester, who resides in Jersey City, New Jersey ("Contractor"), for \$65.00 per 60-minute yoga class, with the total payments for the year 2019 not to exceed \$21,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that Contractor 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 Contractor from making any reportable contributions through the term of the contract; and

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

City Clerk File No. Res. 19-462

Agenda No. 10.26

Approved: MAY 22 2019



**TITLE: RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM
SUBMITTED BY CAROL LESTER FOR CONDUCTING YOGA CLASSES**

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, Carol Lester has provides yoga classes to seniors at the Pershing Field Veterans Center, Ocean Towers Senior Housing, Grace Senior Center, Berry Gardens, Lafayette Communities, and Catherine Todd Senior Center; and

WHEREAS, outstanding invoices have been submitted to the City that total \$6,435 for services performed from January 1, 2019 through April 30, 2019 (Attachment A); and

WHEREAS, Carol Lester has requested that the City immediately pay the sum of \$6,435 for the services provided; and

WHEREAS, Joan Eccleston, Director of the Division of Senior Citizen Affairs for the City of Jersey City has reviewed Carol Lester's request for payment and has certified that Carol Lester rendered the services requested by the City from January 1, 2019 through April 30, 2019 and has certified that Carol Lester's bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, Carol Lester performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of \$6,435 from Account No. 02-213-40-918-622 shall be made available to the Division of Senior Citizen Affairs for the purpose of paying the outstanding claims submitted by Carol Lester.

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

- 1) The Division of Senior Citizen Affairs is hereby authorized to pay Carol Lester the sum of \$6,435 for the outstanding claims for providing senior citizen fitness classes to the City from January 1, 2019 through April 30, 2019; and
- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Carol Lester certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

I, Elizabeth Costello, Acting Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this resolution.

<u>Account</u>	<u>PO #</u>	<u>Total Claim</u>
02-213-40-918-622	133598	\$6,435.00

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A SERVICES AGREEMENT TO YOGA INSTRUCTOR,
CAROL LESTER**

Project Manager

Department/Division	Department of Health & Human Services	
Name/Title	Margaret DeVico	Policy & Communications Manager
Phone/email	(201) 547-3069	MDeVico@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 resolution shall authorize the Mayor or BA to execute a contract for yoga instruction services. These services are to be provided for the benefit of local senior citizens through programs administered by the Department of Health and Human Services ("DHHS"), Division of Senior Citizen Affairs ("DSCA") or as demonstrations to the public in conjunction with City-sponsored events.

Cost (Identify all sources and amounts)

\$21,500.00

Contract term (include all proposed renewals)

Seven (7) months

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

SOCIALIZATION RECREATION SERVICES AGREEMENT

This agreement ("Agreement") made 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 at City Hall, 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 **Carol Lester**, (herein referred to as the "Contractor"), with an address at 110 Morris Street, Apt 3F , in the City of Jersey City, the County of Hudson and the State of New Jersey.

RECITALS

1. WHEREAS, the City is a Municipal Corporation and conducts certain programs for the benefit of senior citizens under the auspices of the Department of Health and Human Services ("DHHS"), Division of Senior Citizen Affairs ("DSCA") housed at the City Hall Annex, One Jackson Square, Jersey City, New Jersey.
2. WHEREAS, one such program, desires to have the services set forth in Section I (entitled "Nature of Work") performed by the Contractor.
3. WHEREAS, Contractor agrees to perform these services for the City under the terms and conditions set forth in this Agreement.
4. WHEREAS, Contractor is duly certified to practice her profession in the State of New Jersey.

I. NATURE OF WORK

The Contractor will perform the following services ("Services") for the City for the benefit of the DSCA and the senior citizens that comprise its clients.

1. Teach 60 minute yoga classes and/or demonstrations of yoga at designated sites and City events agreed upon by Contractor and the City (acting through DHHS and/or DSCA)
2. Collect DSCA provided intake forms from senior participants, and submit the same to the DSCA weekly, assisting seniors in filling out the intake forms, if necessary.
3. Report class cancellations, if any, to the office of DSCA directly.
4. Take daily attendance for all senior participants, and submit attendance to DSCA weekly.

II. TIME AND PLACE OF WORK

The City acknowledges receipt of Contractor's desired teaching schedule, which was comprised of certainly mutually agreed upon days, Monday through Friday, and the same is to be reflected in the City's Senior Citizen's weekly activity calendar 2018-2019. For the benefit of the clients, the Contractor shall not make changes such as changing sites, class days or times without the prior written consent of duly authorized personnel at DSCA, DHHS or the City, and the neither party shall make changes to sites, class days or times without providing at least forty eight (48) hours written notice to the other party, except in circumstances of emergency in which case the parties shall arrange for an orderly cancellation and notice to clients, where practicable, as soon as possible under the circumstances.

This Agreement shall be for a term beginning on _____ and ending on December 31, 2019.

III. INVOICING & COMPENSATION

For all Services rendered under the terms of this Agreement, the Contractor shall submit a monthly invoice on the last day of the calendar month, or if the last day of the calendar month is a weekend or holiday, then on the following business day. Invoices shall be paid monthly, subject to any requirements for approval of the City Council, where applicable, and conditioned upon Contractor's submission of all forms

and disclosures required by this Agreement and/or applicable law. The City agrees to pay Contractor a fee of \$65.00 per 60 minute class or demonstration, up to an amount not to exceed \$21,500.00 annually (January 1, 2019 to December 31, 2019). The City agrees to pay Contractor in a timely manner in accordance with all applicable statutes, rules, regulations and other applicable law.

IV. RELATIONSHIP OF PARTIES

The relationship created by this Agreement between the City (including the DHHS and DSCA) and the Contractor is that independent contractors with respect to each other. Contractor is not an employee of the City, and is not entitled to the benefits provided by an employer to its employees, including but not limited to group insurance, pension plan, and workers' compensation benefits.

Contractor represents that she maintains an independent business which is regularly engaged in the provision of yoga instruction at a location or locations separate from the sites designated herein, which she conducts using her own business methods, and that she intends to continue maintaining such independent business with the City being but one of multiple customers. Contractor may practice his/her services for others during those periods when Contractor is not performing work under this Agreement for the City, and remains free to pursue her own independent clients, customers and business opportunities, including but not limited to yoga instruction, free from restrictions by City throughout the term of this Agreement

Contractor represents that she presently possesses the requisite skill, knowledge, education, training and (if applicable) licensing and/or certification necessary to properly perform the Services. Both parties affirm that the City has provided no training to Contractor in the past and agree that City will provide no training to her in the future in connection with the Services. Accordingly, Contractor shall not be required or permitted to attend, participate in, or otherwise be engaged in any of the following: City training sessions, City staff meetings, or City individual performance assessments. Contractor shall perform the Services without supervision of such performance from the City, although the City may put in place reasonable quality controls of the type appropriate for similarly situated independent contractors.

V. LIABILITY AND INSURANCE

The Services to be rendered under this Agreement will be rendered entirely at the Contractor's risk. The Contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability and Automobile Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- a) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage; and
- b) Personal automobile liability in amounts required by the applicable laws of the State of New Jersey, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used to get to and from the location where Services are performed.

Before commencing the work, the Contractor shall furnish the City certificates of such insurance upon execution of this Contract. Except for personal automobile liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number if applicable. The insurance policies described shall be kept in force for a period specified below.

- a) General Liability and Automobile Liability Coverage shall be kept in force until submission of the Contactor's final invoice.

Contractor represents and warrants that she shall perform all Services hereunder personally and does not, and shall not, employ any employees in connection with the Services. The Contractor further represents and warrants that the Services provided hereunder do not require the use of a vehicle and that no vehicles will be used in connection with their performance, with the sole exception being the Contractor's use of Contractor's personal vehicle for the sole purpose of transporting him/herself to and from the location at which the Services will be performed.

The Contractor also agrees to indemnify, defend, and hold City harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees arising in any way out of the performance of this Agreement or the Services hereunder. The foregoing indemnification obligation shall survive the termination or expiration of this Agreement.

VI. RECORDS AND FILES

All participants' intake forms and attendance records shall belong to and remain the property of the City. The Contractor shall not be entitled to keep or reproduce City's records or charts related to any participant senior or subject DSCA programs unless the participant shall request specifically that his/her records be transmitted to the Contractor.

VII. TAXES

All Compensation payable to Contractor hereunder shall be paid in full without any withholding, deduction, or offset of any Federal, state or local income taxes, employment taxes or other withholdings. Contractor hereby covenants and agrees that she shall be solely responsible for and shall pay all income taxes, payroll taxes, and all other withholdings (both employer and employee portions) with respect to all fees and compensation paid by the City hereunder.

ARTICLE VIII. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This Agreement 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 she either did not retain the services of a lobbyist to lobby on her behalf for the award of this Agreement, or if a lobbyist was retained by the Contractor for such purposes, her 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 IX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Contractor shall provide written notice to its subcontractors (if applicable) 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 this Agreement, 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.

X. MISCELLANEOUS

This agreement shall be interpreted and governed according to the laws of the State of New Jersey. Either party may terminate this Agreement for convenience by giving the other a 30-day written notice of intent of termination. Contractor shall perform all Services hereunder personally, and 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 City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns. The provisions of this Agreement shall constitute the entire agreement between the Parties with respect to the matters described herein, and may be modified only by written agreement duly executed by all Parties. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms.

NOW, IN WITNESS WHEREOF, The City has caused this Agreement to be signed by its duly authorized officers and its seal to be here affixed, and Contractor has executed this agreement on this day and year hereinafter written _____.

Attest _____
Robert Byrne, City Clerk

Brian Platt, Business Administrator

Carol Lester

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

City Clerk File No. Res. 19-463

Agenda No. 10.27

Approved: MAY 22 2019

TITLE:



RESOLUTION APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), is the Lead Agency in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 *et seq.*, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq.* ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, ACES has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the City of Jersey City ("City"), is a member of the ACES Cooperative Pricing System; and

WHEREAS, the NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to school districts and others, including municipalities participating in ACES, the ACESplus Program, which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Energy Savings Improvement Programs ("ESIPs"); and

WHEREAS, the City desires to participate in the ACESplus Program; and

WHEREAS, the Lead Agency, via its professional energy consultant, Gabel Associates, will work with the City to develop and administer a competitive procurement, request for proposal process, to select an Energy Services Company (ESCO) to develop and implement an ESIP; and

WHEREAS, fund are available for this contract in the Operating Account:

Account	PO#	Total Contract	Temp Encumbrance
01-201-20-100-368	133587	\$65,000.00	\$5,000.00

BE IT RESOLVED, that the City binds itself to NJSBA as the Lead Agency to provide ESIP-related services under the ACESplus Program; and, be it

FURTHER RESOLVED: that the City accepts the Proposal and Agreement, attached as Exhibits A and B respectively, with Gabel Associates, and authorizes and directs the business administrator to execute same; and, be it

RESOLUTION APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

FURTHER RESOLVED, that the Lead Agency, via its professional energy consultant, Gabel Associates, is hereby authorized to work with the business administrator and City representatives to evaluate, develop and administer an RFP process, as authorized by, and in accordance with the requirements Local Public Contracts Law and in accordance with EDECA and the Proposal; and, be it

FURTHER RESOLVED; that, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget; and, be it

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage.

I Elizabeth Castillo Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this above resolution.

Account	PO#	Total Contract	Temp Encumbrance
01-201-20-100-368	133587	\$65,000.00	\$5,000.00

5/22/2019
JJ

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.22.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rojando 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 APPROVING PARTICIPATION IN THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES (“ACES”) ACESPLUS PROGRAM TO PROVIDE ENERGY EFFICIENCY CONSULTING SERVICES

Project Manager

Department/Division	Business Administrator’s Office	Jersey City Office of Innovation
Name/Title	Melissa Kozakiewicz	Director
Phone/email	(201) 547-5296	MKozakiewicz@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 resolution shall authorize the Mayor or BA to execute a contract for energy efficiency consulting services. The goal is to capture intermediate to long term cost savings through improved energy use. The consultant will advise the City on developing and implementing of an Energy Savings Improvement Program (“ESIP”). Specifically, the consultant will help the City identify and implement energy conservation measures. It will also help the City develop an ESIP procurement process to solicit proposals from 3rd party energy services companies to save on costs. This will include consultation on devising an RFP for these 3rd party services.

Cost (Identify all sources and amounts)

\$65,000.00

Contract term (include all proposed renewals)

Two (2) years

Type of award

Cooperative Purchasing Agreement (ACES)

If “Other Exception”, enter type

Additional Information

The contract will through the ACES cooperative’s, with its consultant, Gabel Associates (“Gabel”) who has won a bid under the ACES cooperative purchasing agreement (lead agency: NJSBA). The City of Jersey City is a member of this cooperative and would therefore be contracting with Gabel under the cooperative purchasing exception.

As part of its proposal, Gabel has suggested that the City can recover the cost of these consulting services by building into the RFP we’d be developing with them certain requirements that successful 3rd party vendors pay for the consulting services directly.

I certify that all the facts presented herein are accurate.

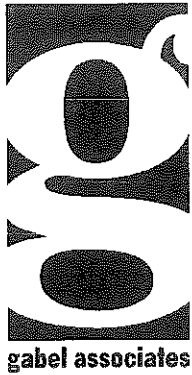


Signature of Department Director

8/15/19

Date

EXHIBIT A



Proposal to Provide Energy Consulting Services
to The City of Jersey City
Through the ACESplus Program

January 22, 2019

Overview

Gabel Associates (Gabel Associates or Gabel) is pleased to provide this proposal to the City of Jersey City (Jersey City or the City) to provide energy consulting services related to its energy efficiency (EE) projects. Gabel has unmatched experience developing renewable energy projects in New Jersey, especially projects for public entities where defined procurement processes are required.

It is also important to note that Gabel Associates has an existing working relationship with the City and is currently providing consulting support for the City's solar and EE projects.

Based on discussions and review of the Local Government Energy Audit (LGEA) report for the City's facilities, we believe there is a viable opportunity for the City to pursue an EE project through an Energy Savings Improvement Program (ESIP) approach, and that Jersey City would be successful in attracting strong proposals that will save the City money through the implementation of EE measures. ESIP provides New Jersey government agencies with a flexible tool to improve and reduce energy usage with minimal outlay of financial resources.

Jersey City is interested in releasing a Request for Proposals (RFP) for the procurement of an Energy Service Company (ESCO) for the implementation of the ESIP. Gabel understands that the City is looking for an energy consultant to assist with the procurement, evaluation and review of the proposals (RFP), and energy savings plan (ESP). As outlined in more detail in the proposal below, Gabel will provide specialized energy consulting services to assist the City with the RFP and ESIP process.

As outlined in more detail in the proposal below, Gabel will provide specialized energy consulting services to assist the City develop an ESIP program including the development and administration of a competitive contracting procurement process. This support will be performed in collaboration with the City, the City's engineers, and the City attorney, with the goal of minimizing administrative impacts on City personnel.

Since the City is a part of the Alliance for Competitive Energy Services (ACES) program, these consulting services can be procured easily and typically without budgeted expense through the ACESplus program. ACESplus is sponsored by the New Jersey School Boards Association (NJSBA) as the lead agency and the New Jersey Association of School Administrators (NJASA). Through ACESplus, our consulting services are provided through a long-standing cooperative purchasing program created by these organizations, as approved by the New Jersey Department of Community Affairs (DCA), with the program overseen by sponsors.

Engaging the services proposed below requires only the passing of a standardized resolution to participate in the ACESplus program for this project. All expenses for the consulting services provided can typically be included as part of the final project as a reimbursement to the City. Therefore, in the end, the project may not require any "out-of-pocket" expenses by the City as these costs will be recovered by Jersey City.

For more information about ACES and ACESplus, please refer to www.nj-aces.com.

Overview of Gabel Associates

Gabel Associates, Inc. is an energy, environmental and public utility consulting firm with its principal office located in Highland Park, New Jersey. In business for over 25 years, the firm provides its expertise to a wide variety of clients. Our client list includes public agencies at the local, county and State levels, individual commercial and industrial end users, aggregated groups of customers, public utility commissions, power plant owners and operators, wholesale suppliers and utilities. We have successfully assisted public and private sector clients in implementing strategic energy plans to reduce costs and enhance environmental quality.

Gabel Associates combines technical skills with in-depth, specialized financial and regulatory knowledge to create and implement financially and economically sound energy plans.

Unlike many other firms, Gabel Associates possesses strong and complementary capabilities in a range of disciplines – technical, economic, financial, marketplace, and regulatory – all of which are crucial to project success and maximizing benefits. We use these skills to build a customized approach that aligns with the energy goals of each client.

A multitude of clients rely on our firm to take on a project facilitator role to ensure that projects and studies happen successfully and efficiently. Throughout the process, the firm serves as a trusted advisor to ensure the best interests of our clients are fully analyzed and protected.

Gabel Associates has on-the-ground experience with all aspects of project development for a wide-range of projects including EE, renewable (solar, wind, landfill gas-to-energy, waste-to-energy, biomass and geothermal), cogeneration, and traditional energy sources such as natural gas and coal. Our services include feasibility studies, comprehensive economic and financial analysis, contract drafting and negotiation, and project facilitation during implementation. Our "real world" expertise and long-standing experience with the development of various types of projects and technologies strengthens our ability to provide strategic advice and forecasts.

Gabel Associates has dual expertise in both the technical and economic aspects of EE projects, which serves to differentiate our firm. The firm is also deeply involved in regulatory, legislative, and tariff issues throughout the country, which provides an additional level of support and insight to our work. Given our range of involvement in various projects, Gabel Associates can bring practical expertise to each engagement, as informed by deep experience in a wide range of energy industry disciplines.

Gabel Associates' unique combination of skills, coupled with demonstrated project success, makes the firm a trusted resource to lead Jersey City through its energy initiative. The firm possesses differentiating expertise which allows it to offer well-grounded and creative advice, including:

- Refined approach and long-standing success in EE activities including detailed energy auditing and facility assessments; historic utility usage benchmarking and bill analysis; estimated energy savings associated with energy conservation measures (ECMs); development or independent review of Energy Savings Plans (ESPs); rebate/incentive administration; preparation of request for proposals (RFPs) for Energy Service Companies (ESCOs); financial, economic and technical analysis; proposal evaluation; and contract negotiation support.
- Intimate familiarity and direct experience with various forms of performance contracting such as the ESIP for government entities and the self-own (or do-it-yourself) model. The firm is highly experienced in structuring energy performance contracts in a manner that protects our clients while also maximizing benefits;
- Extensive experience working successfully with dozens of public entities throughout New Jersey on EE issues, including the City of Atlantic City, Elizabeth Public Schools, Willingboro Municipal Utilities Authority, Monmouth County, Glen Gardner School District, Teaneck Board of Education, Hudson County, Newark Housing Authority, School District of the Chathams, and many others. The firm has specialized expertise in supporting energy projects for public entities through competitive contracting processes that seek to maximize participation;
- Highly knowledgeable about the Sustainable Jersey program, including detailed working knowledge of EE actions for which this project will be applicable;
- A highly skilled technical staff led by Mark Warner, Vice President of the firm, who has over 30 years of experience in leading technical teams. Previously, Mr. Warner chaired Sustainable Jersey's Energy Task Force where he led the development of numerous high-impact best-practice standards for the award winning Sustainable Jersey program. This included a strong focus on improving building performance and sustainability through energy efficiency and renewable energy measures;
- Additional key resources include Bojan Mitrovic and Andrew Conte, Senior Associates at the firm. Mr. Mitrovic has over 25 years of experience in energy economics and engineering and is a Certified Energy Auditor (CEA) and a Certified Energy Manager (CEM) while Mr. Conte has over 10 years of experience in energy planning and engineering and is a CEM, CEA, and Certified Measurement and Verification Professional (CMVP);

- Comprehensive analysis that allows our clients to make informed decisions based on prudent technical reviews coupled with detailed forecasting and analysis of economic and risk factors;
- Deep expertise in utility tariffs and an advanced understanding of all components that collectively make up electricity rates. Extensive expertise in energy economics and unique insights on market dynamics in retail and wholesale energy markets, which allows the firm to clearly analyze and forecast the cost of utility service, and;
- Expert understanding and continued presence at PJM, the operator of the region's wholesale electricity marketplace, which gives the firm a unique ability to anticipate energy market trends and foresee major developments that may impact our clients.

It is also important to note that Gabel has served as the Consultant/Program Administrator for the ACES program for over 18 years. ACES represents a significant energy purchasing consortium comprised of over 400 New Jersey school districts, including Jersey City Public Schools. Gabel is also the exclusive provider of consulting services, as outlined in this proposal, for the ACESplus program.

For a full description of our services, please see our website at www.gabelassociates.com.

Proposal

This proposal provides the following information for your consideration:

- 1) Scope of Services
- 2) Fee Structure
- 3) General Terms and Conditions

1) Scope of Services

It is our understanding that the City is interested in implementing an ESIP. The ESIP structure will allow the City to realize the benefits of EE measures with minimal outlay of financial resources. Jersey City has already completed Local Government Energy Audits (LGEA) of certain facilities. The City is interested in exploring opportunities to expand the list of ECMs and innovative energy projects. Gabel proposes to implement the following scope of work related to implementing an ESIP:

Task 1 – ESIP Procurement Process

Gabel will develop and administer a Request for Proposals (RFP), in conjunction with the City's legal counsel, pursuant to Department of Community Affairs (DCA) guidelines and New Jersey Board of Public Utilities (BPU) regulations (including full notice and transparent evaluation of proposals) that will be used to solicit proposals from qualified ESCOs to design and install the selected ECMs under the ESIP. Throughout the process, Gabel will work closely with the City's

legal counsel to assure that the process is consistent (and is developed in coordination) with local unit procurement requirements. Specifically, this process will include:

- a. Work with the City to collect the necessary documents required for the implementation of an ESIP as well as identify any goals and items of critical need to the City;
- b. Draft an RFP using DCA and BPU approved documents that will identify the technical, financial, performance, and contractual issues that ESCOs must adhere to in their proposals;
- c. Conduct a pre-bid meeting for interested ESCOs to address any questions or issues and coordinate site visits for interested vendors;
- d. Evaluate the proposals from a technical, economic and financial perspective. This evaluation will be based on both price and non-price factors to assure that the City executes an agreement with a vendor that is financially and technically capable while also providing sound economic value;
- e. Gabel would prepare an evaluation matrix, including weighting factors, to serve as a basis for the decision of the City to designate a contract award. Based upon this comprehensive evaluation, Gabel would prepare an Evaluation Report that clearly analyzes each proposal and provides our recommendation on the ESCO that would provide the most value to the City. Once the winning vendor has been selected, we will support the City in making an award;
- f. Review proposed contracts and provide comments on their provisions to assure that the interests of the City are advanced and protected, and;
- g. Finalize the contract award with the chosen vendor.
- h. Assist the City with documentation of the EE Action in the Sustainable Jersey program once the project is operational, if desired.

2) Fee Structure

Task 1 - ESIP Procurement Process

Gabel proposes to charge a flat, fixed fee of \$65,000 for this task. This amount would be due and payable in full following Gabel's issuance of the Evaluation Report. This fee can be included in the ESIP financing and reimbursed to the City, but must be included in the portion of the ESIP not financed by the energy savings as per State guidelines.

Contingent Payment of the Task 1 Fee:

In the event the City chooses to stop the procurement process after Gabel starts drafting the RFP but before its release, payment owed to Gabel by the City would be \$14,000. Likewise, in the event the City chooses to stop the procurement process after receipt of proposals but before Gabel begins the full evaluation (including interviews), payment owed to Gabel by the City would be \$28,000.

3) General Terms and Conditions

Liability

Gabel Associates is acting in a consulting capacity and any opinions, advice or analysis presented, or activities undertaken, by Gabel Associates are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL GABEL ASSOCIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GABEL ASSOCIATES PURSUANT TO THIS PROPOSAL. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

Confidentiality

In the course of its performance under this Agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates, or the City as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction.

We appreciate the opportunity to provide this proposal to the City for ESIP procurement and evaluation services through ACESplus dated January 22, 2019. Please feel free to call me at (732) 296-0770 with any questions regarding this proposal.

Sincerely,



Andrew Conte, CEM, CEA, CMVP
Senior Associate

If this proposal is acceptable, and the City decides to utilize ACESplus, the Council would need to pass a resolution to participate in the ACESplus program with New Jersey School Boards Association as the lead agency.

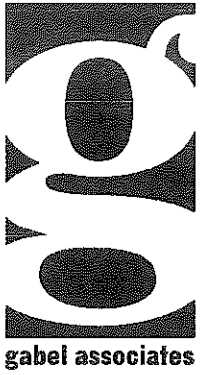
Countersign by official with authority to bind the City of Jersey City:

Signature

Date

Name

Title



Attachment 1: Hourly Fee Schedule

Gabel Associates

Fee Schedule

Principal Level	\$290 per hour
Steven Gabel	
Robert Chilton	
Executive Level	\$250 per hour
Senior Associate Level	\$225 per hour
Associate level	\$175 per hour

Time charges: all time is billed on an hourly basis at the rates set forth above. All time is rounded to the nearest quarter hour. Payment is due within 30 days of receipt of invoice.

Expenses: all direct expenses incurred are billed at cost. Direct expenses include travel, overnight expenses, Federal Express, and bulk copying as well as other expenses approved in advance by the client.

EXHIBIT B

AGREEMENT

AGREEMENT made this ___ day of _____, 2019 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 **GABEL ASSOCIATES**, 417 Denison Street, Highland Park, New Jersey 08904 ("Gabel" or "Consultant"),

WHEREAS, the City is seeking to save money by making improvements and implementing procedures that increase energy efficiency in its buildings and operations; and

WHEREAS, the City desires to implement an Energy Savings Improvement Plan (ESIP) to achieve these goals; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to assist in development and implementation the above listed objectives; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), is the Lead Agency in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 *et seq.*, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq.* ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, ACES, has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to school districts and others, the ACESplus Program, which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Energy Savings Improvement Programs ("ESIPs"); and

WHEREAS, the City of Jersey City ("Participant"), is a member of the ACES Cooperative Pricing System, and desires to participate in the ACESplus Program; and

WHEREAS, the City desires to consult with the Lead Agency, via the cooperative's professional energy consultant, Gabel Associates, to develop and administer a competitive procurement, request for proposal process, to select an Energy Services

Company (ESCO) to develop and implement an ESIP; and

WHEREAS, the total fixed fee contract amount for such consultation services shall not exceed \$ 65,000.00; and

WHEREAS, under Resolution ____ approved on _____, 2019, the City bound itself to NJSBA as the Lead Agency to provide ESIP-related consultation services under the ACESplus Program and authorized this Agreement between the City and Gabel; and, be it;

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 the Consultant to conduct energy consulting services related to the City's energy efficiency (EE) projects as set forth herein.

ARTICLE II
Scope of Services

1. Consultant shall perform for the all the services as described in its attached the Consultant's Proposal dated _____ (Exhibit "A"), which is attached hereto and incorporated herein by reference ("Proposal"). The contract consists of this Agreement and the Proposal ("Contract Documents"). 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 Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal. References to the "Agreement" in Articles X-XVI hereof shall be deemed to refer to both Contract Documents, taken together, unless such interpretation would be manifestly unreasonable.

2. 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 Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Term

1. The term of this Agreement shall be two years commencing of the date

this Agreement is executed by City officials.

ARTICLE IV
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the 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 set forth in Exhibit A.

2. Consultant 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 V
Compensation and Payment

1. In exchange for performing the services describe in Article II herein, the Consultant shall receive a total contract amount of \$65,000.00 including fees and expenses, unless the City decides to stop the procurement process prior to issuance of the request for proposals in which case the Consultant shall receive a total amount of \$14,000, or if the City decides to stop the procurement prior to the comprehensive evaluation of proposals in which case the Consultant shall receive a total amount of \$28,000, or if no responsive proposals are received from responsible bidders in which case the Consultant shall receive a total amount of \$0. It is contemplated that this amount will be reimbursed to the City by a successful respondent to the RFP developed and administered by Consultant at the time of project financing, as set forth in the Consultant's Proposal. Compensation shall be payable upon submission and verification of invoices to the City Business Administrator in accordance with the Consultant's Proposal, subject to the following: Consultant's invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that the 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 weeks.

ARTICLE VI
Insurance

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

A. Comprehensive General Liability in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate; including Products & Completed Operations coverage.

B. Workmen's Compensation with State of New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000.00.

C. Automobile Liability in the amount of \$1,000,000.00 combined single limit.

D. Professional Liability in the amount of \$2,000,000.00 per occurrence and in aggregate.

E. Cyber Liability in the amount of \$2,000,000.00 per occurrence and in aggregate. Said policy shall include an endorsement whereby Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them arising solely out of the negligent performance of services or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant.

2. Consultant 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.

Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

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 for Cause

1. Should a dispute arise between the City and Consultant, and if, after a good faith effort resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days' written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

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. The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE X
Entire Agreement

1. This Agreement and the Proposal constitutes the entire agreement between City and Consultant. This Agreement 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

Consultant 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 City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII

Notice

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

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

Andrew Conte
Senior Associate
Gabel Associates
417 Denison Street
Highland Park, NJ 08904

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.

ARICLE 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 Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant 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.

ARICLE XVI

Open Public Records Act (OPRA) and Proprietary and/or Confidential Information

Anything to the contrary notwithstanding, the Consultant acknowledges and consents to the fact that its Proposal will become property of the City and also become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law. While its Proposal will become public information, it is understood that the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders". Consultant may, therefore, designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Respondent has a good faith legal and or factual basis for

such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. The location in the Proposal of any such designation should be clearly stated in a cover letter. The City will not honor any attempt by Consultant to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Consultant's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

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

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest:

Gabel Associates

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

City Clerk File No. Res. 19-464

Agenda No. 10.28

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN - END CONTRACT WITH THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-402, approved on April 25, 2018, awarded a one-year open - end contract for \$38,754.00 to The Dawson Corporation to provide beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of April 26, 2019 and ending on April 25, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$39,257.80; and

WHEREAS, funds in the amount of \$5,000.00 are available in the Division of Park Maintenance Operating Account No. 19-01-201-28-375-209;

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with The Dawson Corporation to provide beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of April 26, 2019, and the total cost of the contract shall not exceed \$39,257.80;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued on Page 2)

Continuation of Resolution _____
 City Clerk File No. Res. 19-464
 Agenda No. 10.28
 TITLE: MAY 22 2019

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN - END CONTRACT WITH THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

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

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Elizabeth Castillo, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 19-01-201-28-375-209 for payment of the above resolution.

Requisition # 0188468

Purchase Order # 133563

May 6, 2019

APPROVED: [Signature] 05/07/19 APPROVED AS TO LEGAL FORM [Signature] R.B. 5-13-19
Patrick G. Stamato, DPW Director
 APPROVED: _____ Corporation Counsel
 Business Administrator

Certification Required
 Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.22.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABST	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.			✓

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN – END CONTRACT WITH THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449 201-356-7763	socasio@jcnj.org

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

- ⚡ To provide beam clay baseball diamond mix.
- ⚡ \$43.06 per ton.
- ⚡ DPW spent about \$27,000.00 in 2018.
- ⚡ This is an open – end contract.

Cost (Identify all sources and amounts)

01-201-28-375-209 (Park Operating)
 Total contract amount =\$39,257.80
 Temporary Encumbrancy =\$5,000.00

Contract term (include all proposed renewals)

04/26/19 to 04/25/20.
 This is the first of two options to renew.

Type of award

Contract renewal – Public Bid

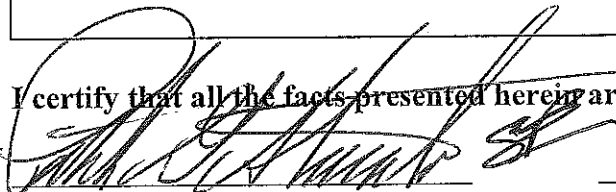
If "Other Exception", enter type

[Empty box for Other Exception type]

Additional Information

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/7/19
 Date

Signature of Purchasing Director

Date

BID PROPOSAL/DOCUMENTS
Beam Clay Baseball Diamond Mix
DPW/Division of Park Maintenance

Zero (0) is the minimum, nine hundred (900) is the maximum. Materials are to be delivered to the Department of Public Works. Deliveries are to be in increments of 25 tons delivered to Public Works as needed.

The contract will be awarded based upon the grand total price for item one (1). If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item #1. 900 -Tons @ \$ 43.06 per ton for a Total Cost of \$ 38,754.00
Price In Figures Total Cost In Figures

Grand Total Bid Amount for 900 Tons of Beam Clay Baseball Diamond Mix

thirty eight thousand seven hundred fifty four 00/100
Grand Total Bid Amount In Words

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated above. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.

GRAND TOTAL PRICE ITEMS # 1

The City will use the grand total price calculated by using the maximum quantities stated for item 1.

The supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Thirty eight thousand Seven hundred (In Writing) \$ 38,754.00
fifty four ⁰⁰/₁₀₀ (In Figures)

The contract will be awarded based on the grand total amount for Item 1. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

NOTE: A bid must be entered for all items. Award of contract shall be based on all items being supplied by one supplier. Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.

1. VENDOR WILL BE REQUIRED TO DELIVER MATERIALS AS AND WHEN NEEDED AT NO ADDITIONAL COST TO THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE, AT 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, WITHIN TWO BUSINESS DAYS OF VENDOR'S RECEIPT OF THE CITY'S FAXED PURCHASE ORDER.
2. THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.
3. BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN. VENDOR MUST WRITE BRAND NAMES OR MANUFACTURER IN THE SPACE PROVIDED ABOVE.
4. ALL BIDDERS ARE REQUIRED TO SUBMIT A BID BOND OR CERTIFIED CHECK FOR 10% OF THE TOTAL BID AMOUNT. A PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT.
5. THE CITY OF JERSEY CITY WILL AWARD THE CONTRACT BASED ON THE GRAND TOTAL PRICE FOR ITEM 1. FAILURE TO BID ON ANY ONE ITEM WILL RESULT IN THE REJECTION OF THE BID.

Silendra Bajnauth

From: Raymond Reddington
Sent: Wednesday, May 1, 2019 11:59 AM
To: Silendra Bajnauth
Subject: RE: Emailing: Dawson Renewal.doc

Looks okay.

-----Original Message-----

From: Silendra Bajnauth <BajjnauthS@jcnj.org>
Sent: Wednesday, May 1, 2019 11:17 AM
To: Raymond Reddington <raymond@jcnj.org>
Subject: RE: Emailing: Dawson Renewal.doc

Please see attached for corrections.

Thanks

-----Original Message-----

From: Raymond Reddington <raymond@jcnj.org>
Sent: Wednesday, May 1, 2019 10:20 AM
To: Silendra Bajnauth <BajjnauthS@jcnj.org>
Subject: RE: Emailing: Dawson Renewal.doc

Please see attached copy of resolution for changes.

-----Original Message-----

From: Silendra Bajnauth <BajjnauthS@jcnj.org>
Sent: Wednesday, May 1, 2019 9:33 AM
To: Raymond Reddington <raymond@jcnj.org>
Subject: Emailing: Dawson Renewal.doc

Good Morning Sir,
Please see attached for a contract renewal.

Thanks,

38, 754.00

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

City Clerk File No. Res. 18-402
Agenda No. 10.Z.14
Approved: APR 25 2018



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on March 13, 2018 to provide Beam Clay Baseball Diamond Mix for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

	<u>Minimum</u>	<u>Maximum</u>
Tons	1	900

WHEREAS, The Dawson Corporation, submitted the lowest bid with a unit cost of \$43.06 per ton; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by The Dawson Corporation to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available in Operating Account #01-201-28-375-209; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it-resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with The Dawson Corporation to provide Beam Clay Baseball Diamond Mix;
2. This contract is awarded as a one-year (1) open-end contract with a unit cost of \$43.06 per ton and the City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum quantity of tons under the contract shall be 1 and the maximum quantity shall be 900;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on page 2)

Continuation of Resolution _____
 City Clerk File No. Res. 18-402
 Agenda No. 10-7.14 APR 25 2018

TITLE: RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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

Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

Department of Public Works/Div. of Park Maintenance			Amount
Acct #	P.O #	Temp. Encumb.	
01-201-28-375-209	128818		\$10,000.00

Approved by Peter Folgado 4/10/18
 Peter Folgado, Director of Purchasing

PF/RR/PC
 4/10/18

APPROVED: _____ APPROVED AS TO LEGAL FORM
 APPROVED: Peter Folgado 4/10/18 _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLCOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
Roland R. Lavarro, Jr. President of Council
Robert Byrne City Clerk

R.R.
 4-12-18



STEVEN M. FULOP
Mayor of Jersey City

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Deputy Mayor

March 25, 2019

The Dawson Corporation
T/A Windsor Soil Co.
631 Wright DeBow Road
Jackson, New Jersey 08527
Subject: Renewal - Beam Clay Baseball Diamond Mix

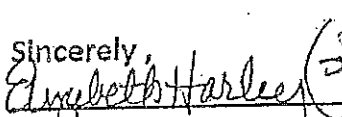
Dear Mr. Robert L. Swain:

Your present contract for Beam Clay Baseball Diamond Mix for the City of Jersey City/Division of Park Maintenance is due to expire April 25, 2019. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until April 10, 2019 and at that time we will be contracting the Bureau of Labor Statistics for the number. Please confirm this renewal and terms in writing A.S.A.P. Please return all forms and returned along with your conformation letter and Business Registration Information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabet@jcnj.org.

Sincerely,


Elizabeth Harley

Sammy Ocasio, Director
Division of Park Maintenance

See attached forms and return originals

Equal Employment Opportunity - EEO Affirmative Action Goods, Professional Service and General Service
Contracts

Play to Play Information

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeanne F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

OFFICE OF THE
COMPTROLLER
TREASURER
STATE OF NEW JERSEY
2016 APR 29 PM 2:11

RECEIVED

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 L. Surin President

Representative's Signature:

Name of Company:

The Jackson Corporation

Tel. No.:

732-934-0600

Date:

4-24-19

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

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

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

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

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

Representative's Name/Title (Print): Robert A. Surin President
Representative's Signature: [Signature]
Name of Company: The Lawry Corporation
Tel. No.: 32-22-0600 Date: 4-24-77

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 : The Dawson Corporation
Address : 631 Wright DeWol Rd, Jackson, NJ 08521
Telephone No. : 732-928-0600
Contact Name : Robert L. Swain

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name:

The Dawson Corporation

Address:

631 Wright Debow Rd. Jackson, NJ 08527

Telephone No.:

732-958-0600

Contact Name:

Robert L. Surin

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

Certificate Number
606862

Registration Date: 06/20/2018
Expiration Date: 06/19/2020



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

The Dawson Corporation
2018

Responsible Representative(s):
Robert Swain, President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: THE DAWSON CORPORATION
Trade Name:
Address: 631 WRIGHT-DEBOW RD. P.O.BOX 400
CLARKSBURG, NJ 08510
Certificate Number: 0066741
Effective Date: October 14, 1975
Date of Issuance: October 23, 2017

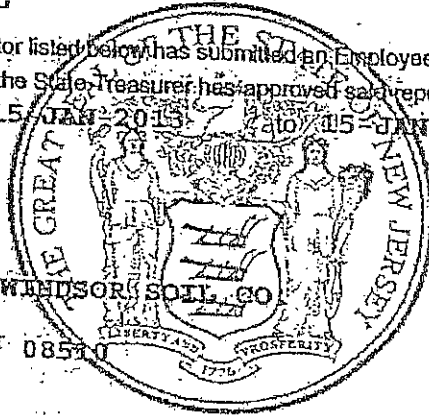
For Office Use Only:
20171023093541382

Certification 6413

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 JAN 2013 to 15 JAN 2020

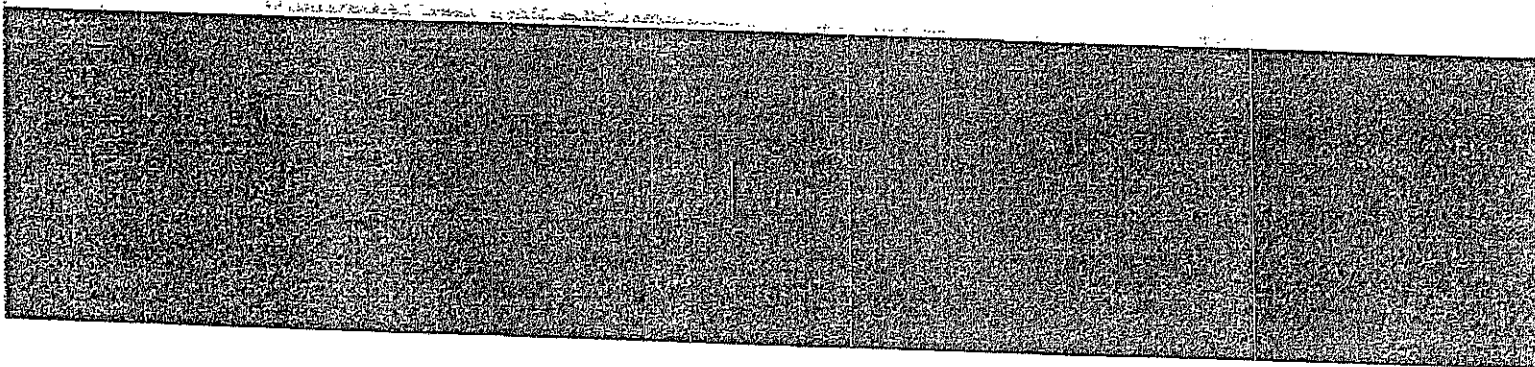


THE DAWSON CORP. T/A WINDSOR SOIL CO
P.O. BOX 400
CLARKSBURG NJ 08570



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Erdstoff".

Andrew P. Sidamon-Erdstoff
State Treasurer



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: Jersey City

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert L. Durain

Signature: [Signature]

Title: President

Date: 4-24-19

**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 2021	Mira Prinz-Arey for Council
Lavatro for Councilman	Friends of Richard Bogglano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert L. Surin	200 Peskin Rd Farmingdale, NY

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: The Davidson Corporation
Signature of Affiant: [Signature] Title: President
Printed Name of Affiant: Robert L. Surin Date: 4-24-19

Subscribed and sworn before me this 24th day of April, 2019

My Commission expires: 11-9-19

[Signature]
(Witnessed or attested by)
(Seal)

CORINNE GRAY
ID # 2390899
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 9, 2019

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

PART I - Vendor Affirmation

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

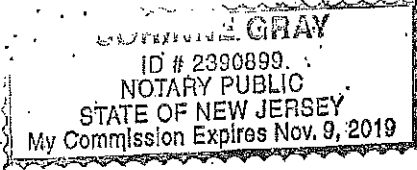
Signed: _____ Title: President

Print Name: Robert L. Gerain Date: 4-24-19

Subscribed and sworn before me
this 4 day of April, 2019
My Commission expires:

11-9-19

Robert L. Gerain (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.

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

City Clerk File No. Res. 19-465

Agenda No. 10.29

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PERISCOPE HOLDINGS, INC. FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 18-388, approved on April 25, 2018, awarded a one-year contract, in the annual amount of \$24,700.00 for online bidding and quote services for the Division of Purchasing; and

WHEREAS, the contract provided the City with the option to renew the contract for an additional (2) one-year terms; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, Pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first of two options and renew the contract for an additional one-year term effective as of May 1, 2019 and ending on April 30, 2020; and

WHEREAS, the total cost of the contract renewal is \$24,700.00; and

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

Account	PO #	Total Contract	Encumbrance
01-201-20-102-314	133593	\$24,700.00	\$11,406.00

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

1. A renewal contract in the amount of \$24,700.00 is awarded to Periscope Holdings, Inc. for online bidding services;
2. The term of the contract shall be for one year effective May 1, 2019 through April 30, 2020;
3. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
4. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 and in the subsequent year's permanent budget.

(Continued on Page 2)

City Clerk File No. Res. 19-465

Agenda No. 10.29

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PERISCOPE HOLDINGS, INC. FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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 Operating Account:

Account	PO #	Total Contract	Encumbrance
01-201-20-102-314	133593	\$24,700.00	\$11,406.00

Approved: Peter Folgado
Peter Folgado, Director, QPA, RPPD

5/9/19
Date

PF/pv
5/7/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Certificatio

Not Requir

WITHDRAWN

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PERISCOPE HOLDINGS, INC. FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

Project Manager

Department/Division	ADMINISTRATION	PURCHASING
Name/Title	PETER FOLGADO	DIRECTOR
Phone/email	201.547.4896	PETERF@JCNJ.ORG

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

Contract Purpose

Online bidding services.

Cost (Identify all sources and amounts)

Acct: 01-201-20-102-314
Amount: \$24,700.00

Contract term (include all proposed renewals)

One year effective 5/1/19 through 4/30/20

Type of award

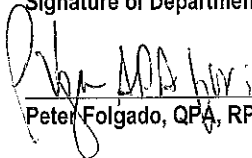
PSA Cooperative Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director


Peter Folgado, QPA, RPPO

Date

5/9/19
Date

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

City Clerk File No. Res. 18-388

Agenda No. 10.Z

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNC FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

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

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

WHEREAS, the Division of Purchasing needs online bidding and quote services; and

WHEREAS, resolution 18-313 approved on March 28, 2018 authorized the City of Jersey City (City) to enter into a cooperative agreement with the Purchasing Solutions Alliance; and

WHEREAS, the Division of Purchasing, wishes to purchase online bidding and quote services from Periscope Holdings Inc./Bidsync, 629 E. 700 South, Suite 101, American Fort, Utah 84003 who is in possession of contract number 13-102; and

WHEREAS, the total amount of the contract is \$24,700.00; and

WHEREAS, this contract is awarded for a period of one year commencing May 1, 2018 with the option to extend the contract for up to two additional one year terms; and

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

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

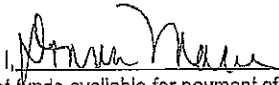
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$24,700.00 is awarded to Periscope Holdings Inc./Bidsync for online bidding and quote services.
2. The term of the contract shall be effective May 1, 2018 through April 30, 2019.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNC FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

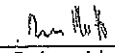
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year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

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

Account	PO #	Total Contract	Encumbrance
01-201-20-100-314	128945	\$24,700.00	\$12,000.00

Approved: _____ April 13, 2018
 Peter Folgado, Director of Purchasing, Date
 QPA, RPPO

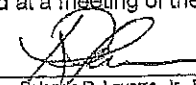

PF/pw/RR
 4/13/18

APPROVED: _____ APPROVED AS TO LEGAL FORM R.R.
4-16-18
 APPROVED:  _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
 _____
 Rolando R. Lavarro, Jr., President of Council
 _____
 Robert Byrne, City Clerk

**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 *Periscope Holdings, Inc.* 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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Periscope Intermediate Corporation	5000 Plaza on the Lake, Suite 100, Austin, TX 78746

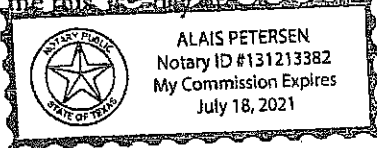
Part 3 – Signature and Attestation:

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: Periscope Holdings, Inc.
 Signature of Affiant: [Signature] Title: Chief Financial Officer
 Printed Name of Affiant: David English Date: 3/11/19

Subscribed and sworn before me this 11 day of March, 2019.

My Commission expires: July 18, 2021



[Signature]
 (Witnessed or attested by)

 (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 Periscope Holdings, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 3/11/19 (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 Periscope Holdings, 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.

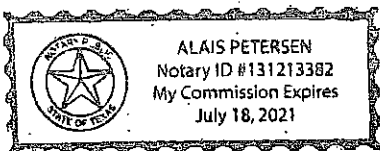
Name of Business Entity: Periscope Holdings, Inc.

Signed David English Title: Chief Financial Officer

Print Name David English Date: 3/11/19

Subscribed and sworn before me
this 11th day of March, 2019.
My Commission expires:

Alais Petersen (Affiant)
Alais Petersen - Sales Operations Manager
(Print name & title of affiant) (Corporate Seal)



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

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.

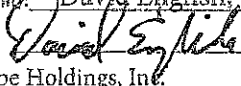
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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): David English, Chief Financial Officer

Representative's Signature: 

Name of Company: Periscope Holdings, Inc.

Tel. No.: (512) 717-0680

Date: 3/11/19


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

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

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

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

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

Representative's Name/Title Print: David English, Chief Financial Officer
Representative's Signature: 
Name of Company: Periscope Holdings, Inc.
Tel. No.: (512) 717-0680 Date: 3/11/19

**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: Periscope Holdings, Inc.

Address: 5000 Plaza on the Lake, Suite 100

Telephone No. : (512) 717-0680

Contact Name: David English

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : Periscope Holdings, Inc.
Address : 5000 Plaza on the Lake, Suite 100
Telephone No. : (512) 717-0680
Contact Name : David English

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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Woman Business Enterprise

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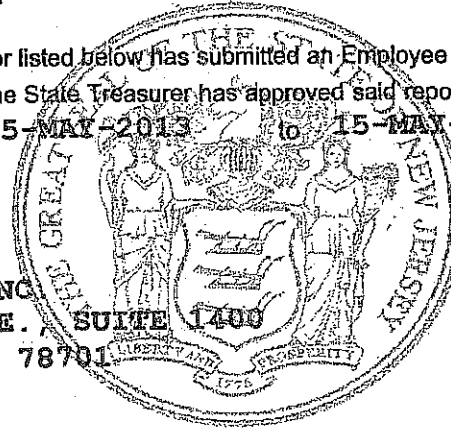
OFFICE OF EQUAL OPPORTUNITY COPY

Certification 2909

**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-2013** to **15-MAY-2020**

PERISCOPE HOLDINGS, INC
816 NORTH CONGRESS AVE. SUITE 1400
AUSTIN TX 78701



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	PERISCOPE HOLDINGS, INC
Trade Name:	
Address:	319 CONGRESS AVENUE SUITE 200 AUSTIN, TX 78701-4096
Certificate Number:	1111328
Effective Date:	December 08, 2004
Date of Issuance:	April 13, 2018

For Office Use Only:

20180413142903654

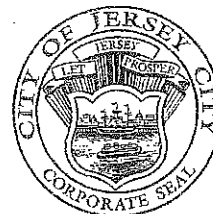
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-466

Agenda No. 10.30

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR THE PURCHASE OF SPEAKERS FOR THE CITY HALL COUNCIL CHAMBERS FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the speakers in the Council Chambers are obsolete and need to be replaced to improve audio frequency; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited four quotes, including one from Audio Visual Associates Inc., 1 Stewart Court, Denville, New Jersey 07834 in the total amount of thirty two thousand, one hundred twenty dollars (\$32,120.00); and

WHEREAS, the Purchasing Director believes the proposal of Audio Visual Associates Inc. attached hereto, to be most advantageous, price and other factors considered; and

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

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

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

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

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

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

Account	PO #	Total Contract
04-215-55-146-990	133594	\$32,120.00

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

1. A contract in the amount of \$32,120.00 is awarded to Audio Visual Associates Inc., for the purchase and delivery of speakers is authorized;
2. The term of the contract will be completed upon the delivery of the goods or services;

(Continue on page 2)

Continuation of Resolution _____
City Clerk File No. Res. 19-466
Agenda No. 10.30
TITLE: MAY 22 2019

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR THE PURCHASE OF SPEAKERS FOR THE CITY HALL COUNCIL CHAMBERS FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

- 3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract
04-215-55-146-990	133594	\$32,120.00

Approved by: *Peter Folgado* 5/9/19
 Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv
5/7/19

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR THE PURCHASE OF SPEAKERS FOR THE CITY HALL COUNCIL CHAMBERS FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

Project Manager

Department/Division	ADMINISTRATION	ARCHITECTURE
Name/Title	BRIAN WELLER	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

SPEAKERS FOR THE AUDIO SYSTEM IN THE CITY HALL – COUNCIL CHAMBERS

Cost (Identify all sources and amounts)

Acct: 04-215-55-146-990
Amount: \$32,120.00

Contract term (include all proposed renewals)

One time purchase

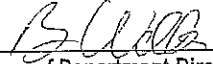
Type of award

PAY TO PLAY

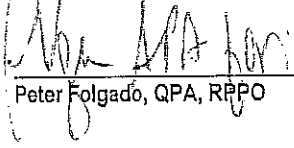
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5-7-19
Date


Peter Folgado, QPA, RPPO

5/6/19
Date

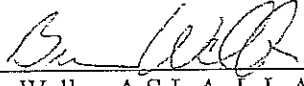
DETERMINATION OF VALUE CERTIFICATION

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 equipment needed for the Department of Administration, Division of Architecture.
2. The City requires speakers for the audio system at the City Hall Council Chambers.
3. The City informally solicited quotations for speakers.
4. The administration's recommendation is to award a contract to Audio Visual Associates, Inc.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

5-7-19



Brian Weller, A.S.L.A, L.L.A.
Director

Requisition #
0188506

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
AUDIO VISUAL ASSOCIATES INC.
1 STEWART COURT
ATTN.: ACCOUNTS RECEIVABLE
DENVER NJ 07834
AU042258

Dept. Bill To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY

Dept. Ship To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
BRIAN F. WELLER, DIRECTOR
015475900.

PTP

Quantity	UOM	Description	Account	Unit Price	Total
2.00	EA	EDC SC-90 LARGE COLUMN POWERED SPEAKERS	0421555146990025	10,150.00	20,300.00
2.00	EA	EDC SC-90-UB BRACKET	0421555146990025	260.00	520.00
2.00	EA	EDC SC-30 SMALL COLUMN	0421555146990025	5,475.00	10,950.00
2.00	EA	EDC SC-30 UB BRACKETS	0421555146990025	175.00	350.00

PROJECT NO. 2019-003

CITY HALL - COUNCIL CHAMERS AUDIO SYSTEM

QUOTE: 001095 BY JSTEINHARDT@AVAONLINE.COM

PTP RESO _____, APPROVED _____

Requisition Total **32,120.00**

Req. Date: 05/03/2019

Requested By: AUDREY

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Requisition #
0188506

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
AUDIO VISUAL ASSOCIATES INC.
1 STEWART COURT
ATTN.: ACCOUNTS RECEIVABLE
DENVER NJ 07834
AU042258

Dept. Bill To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	CITY HALL - COUNCIL	04-215-55-146-990	32,120.00	32,120.00

CITY HALL - COUNCIL CHAMBERS AUDIO VISUAL SYSTEM
REPLACEMENT

PROJECT NO. 2019-003

EDC LOUDSPEAKER SYSTEM
SEE ATTACHED QUOTE

Requisition Total 32,120.00

Req. Date: 05/03/2019
Requested By: AUDREY
Buyer Id:

Approved By:

This Is Not A Purchase Order



*Speaker System
Open Market*

We have prepared a quote for you

Jersey City Council Meeting Chamber Install - EDC Loudspeaker System

Quote # 001095
Version 1

Prepared for:

City of Jersey City

Stephanie Daniels
SDaniels@jcnj.org

Prepared by:

Audio Visual Associates Inc.

Jennifer Steinhardt
jsteinhardt@avaonline.com



EQUIPMENT LIST

Description			Qty	Price	Est. Price
EDC	SC-90	EDC Large column powered speakers- OPEN MARKET	2	\$10,150.00	\$20,300.00
EDC	SC-90-UB	SC-90 U Brackets- OPEN MARKET	2	\$260.00	\$520.00
EDC Acoustics	EDC SC-30	Small Column SC-30- OPEN MARKET	2	\$5,475.00	\$10,950.00
EDC	SC-30 UB	SC-30 U Brackets- OPEN MARKET	2	\$175.00	\$350.00
				Subtotal:	\$32,120.00

Patricia Vega

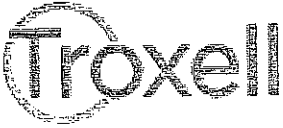
From: Bob Bennett <bob.bennett@trox.com>
Sent: Wednesday, May 8, 2019 2:15 PM
To: Patricia Vega
Subject: EDC Acoustics

Good afternoon –

The inside sales team at Troxell Corp., forwarded your speaker quote request to me last evening. Troxell carries a wide variety of indoor & outdoor audio speakers, along with all other technology for School Districts nationwide – however – we unfortunately don't carry this line.

Please keep us in mind for any new 1:1, STEM.STEAM, Interactive Flat panels, etc. RFQ's in the future.

Thanks.



Bob Bennett
Northern NJ Sales & Marketing Manager
O: 973-696-1728 | M: 973-934-9288
576 Valley Rd PMB #241 Wayne, NJ 07470
[website](#) | [vCard](#) | [email](#)



Patricia Vega

From: Jason Schwartz <jassch@bhphoto.com>
Sent: Wednesday, May 8, 2019 10:38 AM
To: Patricia Vega
Subject: Re: Quote Request - Speakers

Hello,

Thank you for your quote request. Unfortunately, we do not currently carry the items you requested. Please let me know if there is anything else I can help you with.

Thank you,

Jason Schwartz
Government & Education Sales
Phone: 800-947-8003 ext 7742
Fax: 212-239-7759
Website: www.bhphotovideo.com

----- Original Message -----
From: Patricia Vega vegap@jcnj.org
Sent: 2019-05-07 17:12:25Z
Subject: Quote Request - Speakers

Good afternoon,

Please quote on the items listed below and respond before Friday, 5/10/19.

2 of each

EDC SC-90

EDC SC-90-UB (brackets)

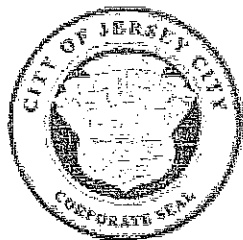
EDC SC-30

EDC SC-30UB (brackets)

Thank you

Warm regards,

Warm regards,



Division of Purchasing

Patricia M Vega, Assistant Director

394 Central Ave, 3rd Floor

Jersey City, NJ 07307

t: 201.547.4278 e: vegap@jcnj.org



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0076093 FOR AUDIO VISUAL ASSOCIATES, INC. IS VALID.

**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 Audio Visual Associates (name of business entity) has not made any reportable contributions in the **one-year period preceding 5/2/19 (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 Audio Visual Associates (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.

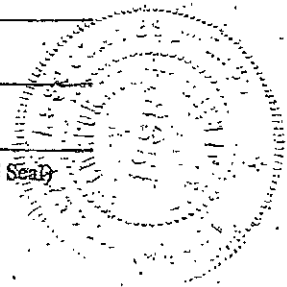
Name of Business Entity: Audio Visual Associates

Signed: [Signature] Title: President

Print Name: Eduard Susco Date: 5/2/19

Subscribed and sworn before me
this 3rd day of May, 2019.
My Commission expires:

EDUARD I. SUSCO
(Affiant)
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.

**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 2021	Mira Frinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II -- Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Ed Susco	4 Maria Drive Sparta, NJ 07871

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: Audio Visual Associates
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: Edward Susco Date: 5/2/19

Subscribed and sworn before me this 3rd day of May, 2019.


 (Witnessed or attested by)

 (Seal)

My Commission expires: 5/10/22

Catherine Paluzzi
 Notary Public
 New Jersey
 My Commission Expires 5-10-2022
 No. 50060448

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)

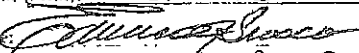
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such 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): Edward Susco
Representative's Signature: 
Name of Company: Audio Visual Associates
Tel. No.: 973-442-1999 Date: 5/2/19

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

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

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

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

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

Representative's Name/Title: Printed: Edward Susco / President
Representative's Signature: [Signature]
Name of Company: Audio Visual Associates
Tel No.: 973-442-1999 Date: 3/2/19

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: Audio Visual Associates
Address: 1 Stewart Court
Telephone No.: 973-442-1999
Contact Name: Edward Susco - President
Jenn Steinhardt - Account manager
Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : Audio Visual Associates
Address : 1 Stewart Court, Denville NJ 07834
Telephone No. : 973-442-1999
Contact Name : Edward Susco - President
Jenn Steinhardt - Account Manager

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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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

**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 - 2015 to 15 APR - 2022

AUDIO VISUAL ASSOCIATES
1 STEWART COURT
DENVER, NJ 07624



A handwritten signature in black ink, appearing to read "Andrew P. Sldamon-Eristoff".

Andrew P. Sldamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 19-467

Agenda No. 10.31

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT FOR THE CITY HALL COUNCIL CHAMBERS THROUGH THE NATIONAL COOPERATIVE PURCHASING AGREEMENT (NCPA) FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

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

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

WHEREAS, the existing audio and video visual equipment at the City Hall Council chambers needs to be replaced because it is outdated, requires continual repair service, and is in need of critical upgrades; and

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the Department of Administration, Division of Architecture wishes to purchase audio and visual equipment from Audio Visual Associates Inc., 1 Stewart Court, Denville, New Jersey 07834 who is an authorized reseller for Synnex Corporation who is in possession of NCPA contract number 01-65; and

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

Acct #	P.O. #	Amount
04-215-55-146-990	133578	\$41,970.00

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

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

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

1. A contract award to Audio Visual Associates, Inc. in the amount of \$41,970.00 for the purchase of audio visual equipment is authorized;
2. The term of the contract will be completed upon the delivery of the goods or services;
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and

(Continued on page 2)

TITLE: **MAY 22 2019**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT FOR THE CITY HALL COUNCIL CHAMBERS THROUGH THE NATIONAL COOPERATIVE PURCHASING AGREEMENT (NCPA) FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

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

Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Amount
04-215-55-146-990	133578	\$41,970.00

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

Date: 5/14/19

PF/pv
 5/7/19

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: 16 _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ACB	EW	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT FOR THE CITY HALL COUNCIL CHAMBERS THROUGH THE NATIONAL COOPERATIVE PURCHASING AGREEMENT (NCPA) FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

Project Manager

Department/Division	ADMINISTRATION	ARCHITECTURE
Name/Title	BRIAN WELLER	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

REPLACE AUDIO SYSTEM IN THE CITY HALL – COUNCIL CHAMBERS

Cost (Identify all sources and amounts)

Acct: 04-215-55-146-990
Amount: \$41,970.00

Contract term (include all proposed renewals)

One time purchase

Type of award

Cooperative Contract

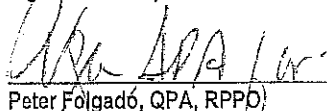
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5-7-19
Date


Peter Folgado, QPA, RPPD

5/9/19
Date



NCPA
\$41,970

We have prepared a quote for you

Jersey City Council Meeting Chamber Install - NCPA

Quote # 001039
Version 1

July 21st 15
11:20 AM

Prepared for:

City of Jersey City

Stephanie Daniels
SDaniels@jcnj.org

Prepared by:

Audio Visual Associates Inc.

Jennifer Steinhardt
jsteinhardt@avaonline.com



EQUIPMENT LIST

Description		Qty	Price	Ext. Price	
AUDIO					
VADDIO	999-8210-000	AV BRIDGE SYSTEM - As Per Contract# NCPA 01-65	1	\$1,750.00	\$1,750.00
Vaddio	999-9960-100	Vaddio RoboSHOT Network Camera - Color - H.264 - 1920 x 1080 - 12x Optical - Exmor CMOS - Cable - HDMI - Wall Mount - As Per Contract# NCPA 01-65	2	\$3,880.00	\$7,760.00
CONTROL / NETWORK					
Cisco Systems, Inc	SF350-24MP-K9-NA	24-Port 10 100 Max PoE Managed Switch - 24 x Fast Ethernet Network - Manageable - Twisted Pair - 3 Layer Supported - Rack-mountable - Lifetime Limited Warranty - As Per Contract# NCPA 01-65	1	\$1,015.00	\$1,015.00
DISPLAYS / SCREEN					
DA-LITE	29231G	Advanced Tension Wireline 164D HD1.1 FLANGELESS - As Per Contract# NCPA 01-65	1	\$17,500.00	\$17,500.00
Da-Lite Screen Company	29485	Da-Lite Wall Mount for Projector Screen - As Per Contract# NCPA 01-65	1	\$400.00	\$400.00
NEC Display Solutions	NP-PX803UL-WH	WUXGA DLP, Laser Light Source, 20,000 hours light source life, 8000 Lumen Advanced Professional Installation Projector (THIS PRODUCT SHIPS WITHOUT A LENS) - As Per Contract# NCPA 01-65	1	\$9,375.00	\$9,375.00
NEC Display Solutions	NP20ZL	NEC Display - 52.80 mm to 79.10 mm - f/1.85 - 2.41 - Telephoto Zoom Lens - NP20ZL - As Per Contract# NCPA 01-65	1	\$2,875.00	\$2,875.00
Milestone AV Technologies	WMA2S	Chief WMA2 Mounting Arm for Flat Panel Display, Projector - 150 lb Load Capacity - Silver - As Per Contract# NCPA 01-65	1	\$130.00	\$130.00
Milestone AV Technologies	VCMUW	Chief Ceiling Mount for Projector - 250 lb Load Capacity - White- As Per Contract# NCPA 01-65	1	\$295.00	\$295.00
Milestone AV Technologies	CMS003W	Chief Speed-Connect Fixed Extension Column - 500 lb - White - As Per Contract# NCPA 01-65	1	\$10.00	\$10.00
RACK HARDWARE					



EQUIPMENT LIST

Description		Qty	Price	Ext Price	
Middle Atlantic Products, Inc	QBP-2	Middle Atlantic Products Blower Panel, 1 RU, 100 CFM, 32dB - 100 CFM - Rack-mountable - Black - IT - Black - Air Cooler - 1U - 12 V DC - 840 mA - As Per Contract# NCPA 01-65	2	\$280.00	\$560.00
Middle Atlantic Products, Inc	PD-915R	Middle Atlantic Products 9-Outlets Power Strip - NEMA 5-15P - 9 x NEMA 5-15R - 9 ft Cord - 15 A Current - 120 V AC Voltage - Rack-mountable - As Per Contract# NCPA 01-65	1	\$110.00	\$110.00
Middle Atlantic Products, Inc	PDT-1620C-NS	Middle Atlantic Products 16-Outlets Power Strip - NEMA 5-20P - 16 x NEMA 5-20R - 9 ft Cord - Rack-mountable - As Per Contract# NCPA 01-65	1	\$190.00	\$190.00

Subtotal: \$41,970.00

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

City Clerk File No. Res. 15.111
 Agenda No. 10.Z.13
 Approved: FEB 10 2015



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT THROUGH THE NATIONAL COOPERATIVE PURCHASING AGREEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

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

WHEREAS, the NATIONAL COOPERATIVE PURCHASING AGREEMENT is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and


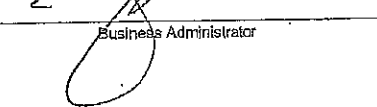
WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and the NATIONAL COOPERATIVE PURCHASING AGREEMENT is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and


WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that the NATIONAL COOPERATIVE PURCHASING AGREEMENT has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which the NATIONAL COOPERATIVE PURCHASING AGREEMENT is the lead agency.

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

- The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the NATIONAL COOPERATIVE PURCHASING AGREEMENT .

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM 
 Corporation Counsel
 Certification Required
 Not Required

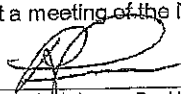
APPROVED 9-0

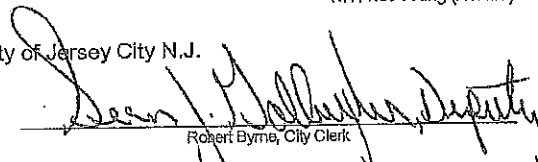
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Roberto Lavarro, President of Council


 Robert Byrne, City Clerk

assembly to fully-integrated supply chain management, build-to-order (BTO) and configure-to-order (CTO), final assembly, materials management, production value **NCPA** and more.

(/)

SYNEX sponsors a wide variety of programs, communities, and events to build and grow our resellers' business in specific vertical markets. For example, our Public Sector Program that encompasses Federal Government, State/Local Government, Education (K-20), and Healthcare programs, entitled GovSolv, brings together a host of tools and solutions to help resellers compete in these high-growth markets, and SYNEX, with our comprehensive GSA schedule, is able to simplify the complex government bidding process. SYNEX offers reseller partners access to SLED contracts like NCPA as part of our overall GovSolv Program. Contact govsolv@synnex.com for more information and support.

CONTRACT INFO

Awarded Vendor:

SYNEX

Contract Awarded:

Cloud Collaboration and Storage Services

Contract Number:

01-65

Lead Agency:

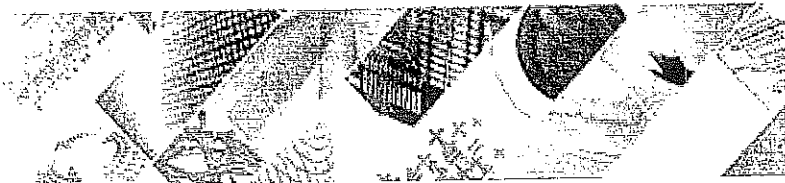
Region 14 ESC

Contract Term:

3 year term, August 1, 2016 to August 31, 2019

*Option to renew for two (2) additional one (1) year periods.

LINE CARD



Company	Phone Order Contact	Telephone	Toll Free Telephone	Fax
Abba Technologies Inc.	Sandy Wright	505-889-3337 ext 889	888-222-2832	505-889-3338
ACP CreativeIT	Jim Grass	847-541-6333	800-548-5105	847-541-6967
Add on Data	Corey Morin	978-988-1900 ext 125		978-988-1919
Advanced Computer Concepts	Reza Zarafshar	571-395-4157	800-486-2221	703-525-9300
Advanced Corporate Networking	Catherine Gunther	203-874-5545 ext 130		203-876-1788
Advanced Networks of Texas	Mark Morrone	972-850-8414		281-676-3631
Advanced Network Systems	Jillian Weesner	434-973-4747	800-639-6757	434-973-9322
Advizex (Rolta)	Patty Tommer	216-374-1631		
Aercor Wireless	Darrel Lemler	803-422-5280		651-209-7694
All Covered, A division of Konica Minolta	Craig Smith	201-825-5501		877-224-8912
All Lines Technology	Gary Bromley	412-861-3161		724-850-9192
Alliance Technology Group LLC	Randall McCrea	410-712-0270	866-712-0270	410-712-0271
Alpha Sum Business Machines	Mary Leu	718-898-0242 ext 102		347-829-3350
Alternative Information Systems (AIS)	Brian Conley	716-831-9929		716-831-9929
Altura Communication Solutions	James Mullinex	714-948-8648	800-654-0715	
Always Connect Solutions	Mike Machos	208-570-5134		
American Busines Systems	Scott Poage	606-784-8869	800-228-7758	606-784-7631
Amsys Innovative Solutions LLC	Deidra Sutton	713-484-7786 ext 5330		713-773-4528
APEX Digital Imaging Inc	Milton Jones	813-973-3034		813-973-0682
Ardham Technologies	Inside Sales Team	505-872-9040 ext 2	888-510-6575	888-316-5523
Arey Jones (Broadway Typewriter)		800-998-9199	800-998-9199	800-403-8828
Arkansas K12, LLC dba White River Services & So	Casey Martin	870-251-9100		866-908-0221
ASI--purchased CSS	Mark Romanowski	212-736-0111 ext 122	866-308-3920	212-629-3944
Aspire Technology Partners	Meredith Hauck	732-847-9600		732-847-9620
Audio Visual Associates	Jenn Steinhardt	973-442-1999 ext 205	888-435-6678	973-442-0888
Avinext	Robert Abt	979-846-9727	800-946-9727	979-268-1017
Bailey Computing Technologies Inc	Cyndee Purdy-Godsey	423-283-0543	800-455-0543	423-282-8887
Bar None Technologies LLC	Charles Barazin	949-667-6635 ext 700	844-800-8873	949-667-6665
Barcodes	Molly O'Sullivan	312-610-6523	800-351-9962 ext 6523	312-610-6523
Barcoding Inc	Shun Patterson	410-385-8532 ext 136	888-860-7226 ext 136	410-385-8559
Baum Control Systems Inc dba The Computing Co	Mary Stazi	607-257-3524	877-848-3524	607-257-7685
Baycom	Tim Cooney	920-544-4282	800-726-5426 ext 4282	920-468-8615
Bell Electronics dba Abel Electronics	Ryan Lake	586-777-8232		



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0076093 FOR AUDIO VISUAL ASSOCIATES, INC. IS VALID.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

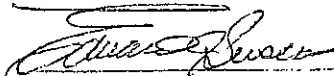
Required Pursuant To N.J.S.A. 19:44A-20.26

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: Audio Visual Associates
Address: 1 Stewart Ct.
City: Denville State: NJ Zip: 07834

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

EDWARD J. SUSCO

Printed Name

PRESIDENT.

Title

Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$ <u>0</u>

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

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: Audio Visual Associates
Address: 1 Stewart Ct. Denville, NJ 07834
Telephone No.: 973-442-1999 Ext 2050
Contact Name: Jennifer Steinhardt

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : Audio Visual Associates
Address : 1 Stewart Ct. Denville, NJ 07834
Telephone No. : 973-442-1999 Ext 2050
Contact Name : Jennifer Steinhardt

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 16235

**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 2015 to 15 APR 2022

AUDIO VISUAL ASSOCIATES
1 STEWART COURT
DENVER

NJ 07822



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 19-468

Agenda No. 10.32

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR PROGRAMMING AND INSTALLATION SERVICES OF THE AUDIO VISUAL SYSTEM IN THE CITY HALL COUNCIL CHAMBERS THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

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

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

WHEREAS, The Interlocal Purchasing System (TIPS), is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, programming and installation services are required for the new audio visual system for the City Hall Council chambers; and

WHEREAS, Resolution 18-038 approved on January 10, 2018 authorized the City of Jersey City (City) to enter into a cooperative agreement with The Interlocal Purchasing System; and

WHEREAS, the Department of Administration, Division of Architecture wishes to purchase programming and installation services from Audio Visual Associates Inc., 1 Stewart Court, Denville, New Jersey 07834 who is an authorized reseller for Creston Electronics Inc. who is in possession of TIPS contract number 171001; and

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

Acct #	P.O. #	Amount
04-2.15-55-146-990	133579	\$63,965.00

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

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

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

1. A contract award to Audio Visual Associates, Inc. in the amount of \$63,965.00 for programming and installation service of the audio visual system is authorized;
2. The term of the contract will be completed upon the delivery of the goods or services;
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2; and

(Continued on page 2)

Continuation of Resolution _____
 City Clerk File No. Res. 19-468
 Agenda No. 10-32
 TITLE: MAY 22 2019

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR PROGRAMMING AND INSTALLATION SERVICES OF THE AUDIO VISUAL SYSTEM IN THE CITY HALL COUNCIL CHAMBERS THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

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

Elizabeth Castillo Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Amount
04-215-55-146-990	133579	\$63,965.00

Approved: *Peter Folgado*
 Peter Folgado, Director of Purchasing,
 QPA, RPPO
 Date 5/9/19

PF/pv
 5/7/19

APPROVED: _____ APPROVED AS TO LEGAL FORM _____ *RR 5-7-19*
 APPROVED: *11* _____ Corporation Counsel
 Business Administrator
 Certification Required
 Not Required APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	Ext	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
 _____ Rolando R. Lavarro, Jr., President of Council
 _____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO AUDIO VISUAL ASSOCIATES INC. FOR PROGRAMMING AND INSTALLATION SERVICES OF THE AUDIO VISUAL SYSTEM IN THE CITY HALL COUNCIL CHAMBERS THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FUNDED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE (PROJECT 2019-003)

Project Manager

Department/Division	ADMINISTRATION	ARCHITECTURE
Name/Title	BRIAN WELLER	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

PROGRAMMING & INSTALLATION SERVICES OF THE AUDIO SYSTEM IN THE CITY HALL - COUNCIL CHAMBERS

Cost (Identify all sources and amounts)

Acct: 04-215-55-146-990
Amount: \$63,965.00

Contract term (include all proposed renewals)

One time purchase

Type of award

TIPS COOPERATIVE CONTRACT

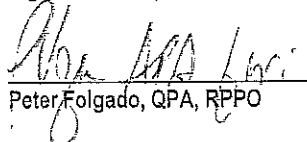
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

5.7.19
Date


Peter Folgado, QPA, RPPO

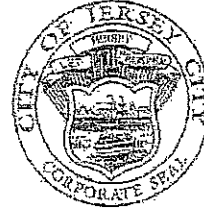
5/9/19
Date

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

City Clerk File No. Res. 18-038

Agenda No. 10.2.8

Approved: JAN 10 2018



TITLE:

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to purchase goods, or to contract for services, through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Interlocal Purchasing System (TIPS) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, TIPS has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Interlocal Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Interlocal Purchasing System; and
2. Prior to making purchases or contracting for services through the Interlocal Purchasing System, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.
3. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

86-8398477

Approved by: Peter Forgatch, Director of Purchasing Date December 28, 2017
 RPPO, QPA

PF/pv/BD

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Assistant Corporation Counsel

*8-8
1-2-18*

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.10.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

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

[Signature]
 Robert Byns, City Clerk



Tips

We have prepared a quote for you

Jersey City Council Meeting Chamber Install - Crestron & Installation

Quote # 001116
Version 1

Prepared for:

City of Jersey City

Stephanie Daniels
SDaniels@jcnj.org

Prepared by:

Audio Visual Associates Inc.

Jennifer Steinhardt
jsteinhardt@avaonline.com



EQUIPMENT LIST

Description	Qty	Price	Ext. Price	
VIDEO				
Crestron Video Matrix Solution	8x8 Switcher / Input cards / Output cards / TX/RX - Audio Visual Associates Reseller of Crestron TIPS Contract #171001	1	\$14,700.00	\$14,700.00
Crestron HD-DA8-4KZ-E	1-to-8 4K HDMI Distribution Amplifier- Audio Visual Associates Reseller of Crestron TIPS Contract #171001	1	\$590.00	\$590.00
Crestron HD-DA4-4KZ-E	Splits one HDMI® source to four separate outputs. Supports 4K60 4:4:4 and HDR video signals with high-bitrate 7.1 audio. - Audio Visual Associates Reseller of Crestron TIPS Contract #171001	1	\$330.00	\$330.00
Crestron DM-TXRX-100-STR	HD Streaming Transmitter/Receiver- Audio Visual Associates Reseller of Crestron TIPS Contract #171001	2	\$1,180.00	\$2,360.00
Crestron TS-1542-B-S	15.6" HD Touch Screen, Wall Mount or VESA, Black Smooth-Audio Visual Associates Reseller of Crestron TIPS Contract #171001	1	\$2,830.00	\$2,830.00
CONTROL / NETWORK				
Crestron cp3n	3-Series Control System® - Audio Visual Associates Reseller of Crestron TIPS Contract #171001	1	\$1,530.00	\$1,530.00
LABOR				
AVA	Installation Labor	1	\$22,600.00	\$22,600.00
AVA	Installation Engineering & Design	1	\$2,800.00	\$2,800.00
AVA	Installation Project Managment	1	\$1,200.00	\$1,200.00
AVA	Installation Materials	1	\$2,100.00	\$2,100.00
AVA	Installation Programming	1	\$4,400.00	\$4,400.00
AVA	Shipping & Handling	1	\$8,525.00	\$8,525.00

Subtotal: \$63,965.00

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions
to Reduce Costs and Mitigate Risks!"



Vendor Profile

Print Date 3 May 2019

Crestron Electronics Inc

www.crestron.com

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM >
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER >
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>		<u>TIPS CONTACT</u>
ADDRESS	15 Volvo Drive	NAME	Meredith Barton
CITY	Rockleigh	PHONE	(866) 839-8477
STATE	NJ	FAX	(866) 839-8472
ZIP	07647	EMAIL	tips@tips-usa.com

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

Crestron Electronics, Inc. is an industry leading manufacturer of audio visual and unified communication products and solutions. Headquartered out of Rockleigh, New Jersey, our automation, switching and control products include audio and video distribution and

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME |
MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR |
PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodity	Exp Date	EDGAR
171001	Audio Visual Equipment, Supplies and Services	12/18/2020	CFV

CONTACTS BY CONTRACTS

Contract

171001	Gregory D. Fechner	Director US Government	(443) 223-4667	gfechner@crestron.com
	Jeremy Button	Director CONUS Sales	(214) 770-8809	jbutton@crestron.com

SIGN UP ALL CONTRACTS ALL VENDORS

Search

HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ELECTRIC POWER ABOUT US



EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

OVERVIEW

DUE DILIGENCE

CONTACTS

FINANCIAL SERVICES

PRINT PROFILE

RESELLERS

Crestron Electronics Inc

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller.

Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Resellers	Address
Audio Video Corp Contact: Scott VanRoy Contact Phone:(518) 449-7213 Contact Email: vanroy@audiovideocorp.com	213 Broadway Albany NY 12204 Phone:(518) 449-7213 Fax:(518) 449-1205
Audio Visual Associates www.avaonline.com Contact: Jennifer Steinhardt Contact Phone:(973) 442-1999 Contact Email:	1 Stewart Court Denville, NJ 7834 Phone: Fax:
AVI Systems Contact: Nate Ross Contact Phone:(952) 905-7955 Contact Email: nate.ross@avisystems.com	9675 W. 76th St Eden Prarie MN 55344 Phone:(952) 905-7955 Fax:(952) 949-6000
Conference Technologies, Inc Contact: Leann Fuqua Contact Phone: Contact Email: govsales@conferencetech.com	11653 Adie Road Maryland Heights MO 63043 Phone:(713) 524-1956 Fax:(855) 329-2844
Diversified Contact: Marina Choi Contact Phone: Contact Email: sales@diversifiedus.com	37 Market Street Kenilworth NJ 07033 Phone:(908) 634-5136 Fax:(908) 245-0011
ExhibitOne Contact: Susan Smith Contact Phone: Contact Email: crestronTIPS@exhibitone.com	14601 S. 50th Street Phoenix AZ 85044 Phone:(480) 763-1002 Fax:(480) 763-1003
Spinitar Contact: Jay Rojina Contact Phone: Contact Email: jay.rojina@spinitar.com	16751 Knott Avenue La Mirada CA 90838 Phone:(714) 367-3902 Fax:(714) 367-2910
TelPro Communications www.teleprocommunications.com Contact: Emmanuel Arias Contact Phone:(956) 618-2360 Contact Email:	12005 N Bryan Rd, Mission, TX 78573 Phone:(956) 310-2606 Fax:
Visionality Contact: Richard Barnett Contact Phone:(972) 598-1717 Contact Email:	1778 N Plano Rd Richardson TX 75081 Phone:(972) 598-1717 Fax:(214) 274-0123



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AUDIO VISUAL ASSOCIATES, INC.

Trade Name:

Address: 1 STEWART CT
DENVER, NJ 07834-1034

Certificate Number: 0076093

Effective Date: September 20, 1988

Date of Issuance: May 07, 2019

For Office Use Only:

20190507151424745

**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 Audio Visual Associates (name of business entity) has not made any reportable contributions in the **one-year period preceding 5/2/19 (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 Audio Visual Associates (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.

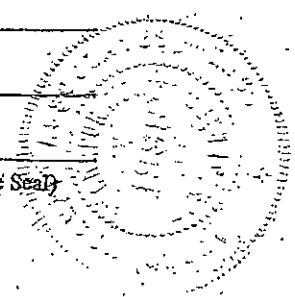
Name of Business Entity: Audio Visual Associates

Signed: *Eduard Susco* Title: President

Print Name: Eduard Susco Date: 5/2/19

Subscribed and sworn before me
this 3rd day of May, 2019.
My Commission expires:

EDUARD I. SUSCO
(Affiant)
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.

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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Ed Susco	4 Maria Drive Sparta, NJ 07871

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: Audio Visual Associates
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: Edward Susco Date: 5/2/19

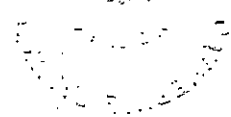
Subscribed and sworn before me this 3rd day of May, 2019.

[Signature]
 (Witnessed or attested by)

My Commission expires: 5/10/22

(Seal)

Catherine Paluzzi
 Notary Public
 New Jersey
 My Commission Expires 5-10-2022
 No. 50060448



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

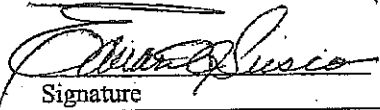
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Audio Visual Associate		
Address:	1 Stewart Court		
City:	Denville	State:	NJ
		Zip:	07834

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	Edward Susco Printed Name	President Title
--	------------------------------	--------------------

Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount \$

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

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)

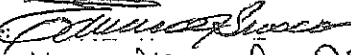
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such 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): Edward Susco
Representative's Signature: 
Name of Company: Audio Visual Associates
Tel. No.: 973-442-1999 Date: 5/2/19

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

The contractor and the President of Audio Visual Associates (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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: Edward Susco / President
Representative's Signature: [Signature]
Name of Company: Audio Visual Associates
Tel. No.: 973-442-1999 Date: 5/2/19

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: Audio Visual Associates
Address: 1 Stewart Court
Telephone No.: 973-442-1999
Contact Name: Edward Susco - President
Jenn Steinhardt - Account manager

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : Audio Visual Associates
Address : 1 Stewart Court, Denville NJ 07834
Telephone No. : 973-442-1999
Contact Name : Edward Susco - President
Jenn Steinhardt - Account Manager

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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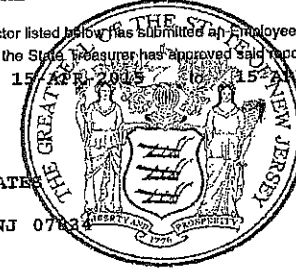
OFFICE OF EQUAL OPPORTUNITY COPY

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 2022 to 15 APR 2022

AUDIO VISUAL ASSOCIATES
1 STEWART COURT
DENVERILLE

NJ 07834



A handwritten signature in black ink, appearing to read "Andrew P. Sldamon-Erstoff".

Andrew P. Sldamon-Erstoff
State Treasurer

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

City Clerk File No. Res. 19-469

Agenda No. 10.33

Approved: MAY 22 2019

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AUTOMATED BUILDING CONTROLS INC. FOR MECHANICAL REPAIRS TO THE HVAC SYSTEM AT THE PALISADES AVENUE FIREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Buildings and Street Maintenance was notified on or about April 26, 2019 that the HVAC system at the Palisades Avenue firehouse was not working because of defects in the fire panel and coils; and

WHEREAS, it was necessary to repair the HVAC immediately to protect the health, welfare and safety of the building occupants; and

WHEREAS, the Director of the Division Buildings and Street Maintenance secured a vendor that could perform the repairs immediately. As a result, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the repairs was \$22,490.00; and

WHEREAS, these funds are available in Account No. 01-201-26-290-314.

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

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Automated Building Controls Inc., 3320 Route 66, Neptune, New Jersey 07753 pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for the rental of space heaters is hereby ratified;
2. The total cost of the emergency contract is \$22,490.00;
3. The Director of the Department of Public Works has reduced in writing his notification to the Purchasing Agent of the emergency and filed it with the Purchasing Agent;

(Continued on page 2)

Continuation of Resolution _____

City Clerk File No. Res. 19-469

Agenda No. 10.33 MAY 22 2019

TITLE:

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AUTOMATED BUILDING CONTROLS INC. FOR MECHANICAL REPAIRS TO THE HVAC SYSTEM AT THE PALISADES AVENUE FIREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

- 4. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 5. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

P.O # 133516

Approved by: Peter Folgado
Peter Folgado, Director of Purchasing
OPA, RRPO

May 9, 2019
Date

PF/pv
5/9/19

Jmck
5/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

CERTIFICATION OF PATRICK G. STAMATO

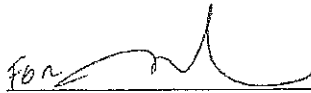
I, Patrick G. Stamato, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Division of Buildings and Street Maintenance was notified that are various mechanical repairs needed to the HVAC system is not working at the Palisades Avenue Firehouse and needs to be replaced.
3. The Firehouse is located at 595 Palisades Avenue.
4. The aforementioned situation endangered the health, welfare and safety of the building occupants.
5. Further examination Mr. Douglas Carlucci, Director of Buildings and Street Maintenance, revealed that the fire panel must be replaced immediately.
6. As Director of the Department of Public Works, I inspected this location and determined that they are not in working conditions and must be fixed.
7. Automated Building Controls submitted a proposal for \$22,490.00. The company will furnish labor and materials for the above-mentioned location.
8. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Automated Building Controls to provide the necessary repairs without further delay.
9. The total funds requested for this purpose is \$22,490.00.
10. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
11. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency declared in order to formally authorize Automated Building Controls to perform the necessary repairs and replacement without further delay.

Should you have any questions or require further details regarding this matter, please do not hesitate to call my office.

Dated: 4/29/19



Patrick G. Stamato
Director of Department of Public Works

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 AN EMERGENCY CONTRACT AWARD TO AUTOMATED BUILDING CONTROLS INC. FOR MECHANICAL REPAIRS TO THE HVAC SYSTEM AT THE PALISADES AVENUE FIREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432 201-390-2541	dcarlucci@jcnj.org

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

- ✦ To emergency repairs to the HVAC system at 595 Palisades Avenue Firehouse.
- ✦ Fire panel had to be replaced as an emergency.

Cost (Identify all sources and amounts)

01-201-26-290-314 (Buildings Operating)
Contract Amount =\$22,490.00

Contract term (include all proposed renewals)

One time repair.

Type of award

Emergency Resolution

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Sandra Boyman for 05/10/19.
Signature of Department Director Date

Walter A. Lopez 5/10/19
Signature of Purchasing Director Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AUTOMATED BUILDING CONTROLS, INC.

Trade Name:

Address: 3320 ROUTE 66
NEPTUNE, NJ 07753-2768

Certificate Number: 0079171

Effective Date: July 09, 1991

Date of Issuance: May 01, 2019

For Office Use Only:

20190501151658188

Requisition #
0188385

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
AUTOMATED BUILDING CONTROLS
3320 ROUTE 66
NEPTUNE NJ 07753

Dept. Bill To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST

Dept. Ship To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

AU043215

JERSEY CITY

Contact Info
Doug Carlucci
015474432.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	FIREHOUSE REPAIRS FOR HOT WATER COILS	0120126290314040	9,840.00	9,840.00
1.00	EA	BOILER	0120126290314040	3,800.00	3,800.00
1.00	EA	ROOF TOP UNIT FOR 595 PALISADES AVE EMERGENCY REPAIRS	0120126290314040	8,850.00	8,850.00

EMERGRESO _____, APPROVED _____

Requisition Total 22,490.00

Req. Date: 04/23/2019
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Requisition #
0188385

CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
Requisition

Assigned PO #

Vendor
AUTOMATED BUILDING CONTROLS
3320 ROUTE 66
NEPTUNE NJ 07753

Dept. Bill To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

Dept. Ship To
BUILDING & STREET MAINTENANCE
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

AU043215

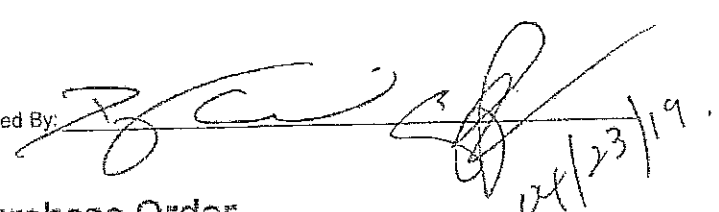
Contact Info
Doug Carlucci
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	FIREHOUSE REPAIRS	01-201-26-290-314	9,840.00	9,840.00
		FOR HOT WATER COILS			
1.00	EA	BOILER	01-201-26-290-314	3,800.00	3,800.00
1.00	EA	ROOF TOP UNIT	01-201-26-290-314	8,850.00	8,850.00
		FOR 595 PALISADES AVE			

Requisition Total 22,490.00

Req. Date: 04/23/2019
Requested By: BALJNAUTHS
Buyer Id:

Approved By:



This Is Not A Purchase Order

Phone: (732)918-8958
Fax: (732)918-2114
www.automatedbuilding.com



3320 Route 66
Neptune, New Jersey 07753

April 8, 2019

Jersey City Fire Department
Attn: Mr. Carlucci

Re: Palisade Fire – Carrier Comfort Network - Control System Upgrade

Dear Sirs

Upon completion of our controls scope of work we have found the following needed repairs at your site:

- For Hot water Coils (14)
 - Z1 Actuator only
 - Z2 Valve and actuator
 - Z3 Valve and actuator
 - Z4 Actuator only
 - Z5 Actuator only
 - Z6 Actuator only
 - Z7 Actuator only
 - Z8 OK
 - Z9 Valve and actuator
 - Z10 Actuator only
 - Z11 Valve and actuator
 - Z12 Valve and actuator
 - Z13 Valve and actuator
 - Z14 Valve and actuator
 - Scope:
 - Drain system
 - Supply and install new control valves (6)
 - Supply and install new actuators (12)

Total Price for Repairs: \$9,840.00

- For Boiler
 - Combustion air damper is bad
 - Scope
 - Supply and install new damper actuator
 - Bypass Valve is bad
 - Scope
 - Supply and install new bypass valve

Total Price for Repairs: \$3,800.00

- For RTU
 - Internal board (PSIO) is bad and manually bypassed
 - Scope
 - Supply and install PSIO module (Module is no longer manufactured. ABC shall supply a re-manufactured module)

Total Price for Repairs: \$8,850.00

If you have any questions or would like to discuss further, please contact me.

Sincerely,

Darrel Golden
Sales Engineer

Patricia Vega

From: Silendra Bajnauth
Sent: Friday, April 26, 2019 5:28 PM
To: Patricia Vega
Subject: Fw: Mechanical repairs to HVAC system at 595 Palisade Av
Attachments: PALISADE FIRE REPAIRS (Q) COJC.pdf

From: Douglas Carlucci
Sent: Friday, April 26, 2019 5:24:19 PM
To: Peter Folgado; Raquel Tosado; Silendra Bajnauth
Cc: Hector Ortiz
Subject: Mechanical repairs to HVAC system at 595 Palisade Av

Attached is a proposal from Automated Building Controls for various mechanical repairs to the HVAC system in the fire house at 595 Palisade Avenue.

Danny has prepared a requisition and required pay-to-play documents for this project.

Automated Building Controls replaced the non-functioning HVAC control system in this building earlier this month; during this work, these defects were discovered. The extent of the required repairs was not known until the control system was replaced. These repairs are necessary to provide heat and cooling to the building.

I recommend proceeding with Automated Building Control's proposal. The company is the original subcontractor who installed the system in the building. Additionally, since Automated recently replaced the control system and diagnosed the mechanical deficiencies, they are best equipped to complete the mechanical repair, which will bring system into a state of good repair. I am afraid bringing in a second contractor who is not familiar with the system and the recent repairs could lead to mistakes and miscommunication which could end up costing the City additional money.

Thank you.

- For Boiler
 - Combustion air damper is bad
 - Scope
 - Supply and install new damper actuator
 - Bypass Valve is bad
 - Scope
 - Supply and install new bypass valve

Total Price for Repairs: \$3,800.00

- For RTU
 - Internal board (PSIO) is bad and manually bypassed
 - Scope
 - Supply and install PSIO module (Module is no longer manufactured. ABC shall supply a re-manufactured module)

Total Price for Repairs: \$8,850.00

If you have any questions or would like to discuss further, please contact me.

Sincerely,

Darrel Golden
Sales Engineer

Silendra Bajnauth

From: Douglas Carlucci
Sent: Tuesday, April 23, 2019 11:20 AM
To: Silendra Bajnauth; Hector Ortiz
Subject: Fwd: PALISADE FIRE REPAIRS (Q) COJC
Attachments: PALISADE FIRE REPAIRS (Q) COJC.pdf

These are mechanical repairs which the contractor who replaced the controls deems necessary. In order to avoid any issues with the interface between the controls and the parts, I would prefer if Automated did these repairs. Please advise.

[Get Outlook for iOS](#)

From: Darrel Golden <dgolden@automatedbuilding.com>
Sent: Monday, April 8, 2019 1:53:16 PM
To: Douglas Carlucci
Cc: 'Tim Matthews'; dgusztaw@automatedbuilding.com
Subject: PALISADE FIRE REPAIRS (Q) COJC

Please see attached mechanical repairs needed at Palisades Fire.

D

Darrel Golden
Automated Building Controls
3320 Route 66
Neptune, NJ 07753
NJ Master HVACR License #19HC00839200
Member ASHRAE

P 732-918-8958
F 732-918-2114
C 401-573-0214
E DGolden@AutomatedBuilding.com

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 Automated Building Controls <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). Automated Building Controls

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Fred Golden	613 Locust Point Road, Locust NJ 07760

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: Automated Building Controls
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: Fred Golden Date: 05/01/19

Subscribed and sworn before me this 1 day of May, 2019

My Commission expires: 6/1/23

Jennifer Conover
 (Witnessed or attested by)
JENNIFER CONOVER
 Notary Public - State of New Jersey
 Commission Expires - June 1, 2023

**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 Automated Building Controls (name of business entity) has not made any reportable contributions in the **one-year period preceding 01/03/19 (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 Automated Building Controls (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: Automated Building Controls

Signed: [Signature] Title: President

Print Name: Fred Golden Date: 5/1/19

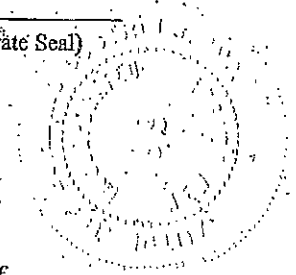
Subscribed and sworn before me
this 1 day of May, 2019

My Commission expires: 6/1/23

Jennifer Conover

JENNIFER CONOVER
Notary Public - State of New Jersey
Commission Expires - June 1, 2023

[Signature]
(Affiant)
Fred Golden - 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.

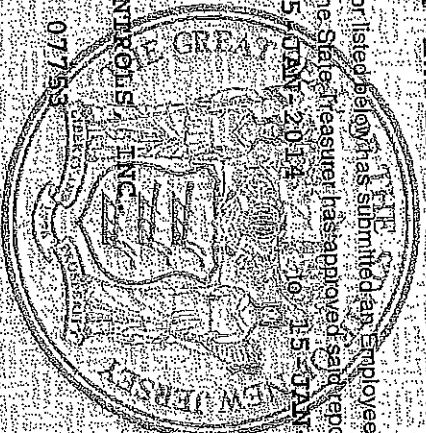
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification: 13340

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 JAN - 2014 to 15 JAN - 2021.

ARMORED BUILDING CONTROLS, INC.
3320 ROUTE 66
NEPTUNE

NJ 07753



Andrew P. Sidamon-Einstoff
State Treasurer



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

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

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

Business Name : Automated Building Controls

Address : 3320 Route 66, Neptune NJ 07753

Telephone No. : 732-918-8958

Contact Name : Darrel Golden

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.

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, BEO 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, BEO 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): Fred Golden - President

Representative's Signature: 

Name of Company: Automated Building Controls

Tel. No.: 732-918-8958

Date: 05/01/19

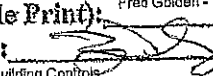
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: Fred Golden - President
Representative's Signature: 
Name of Company: Automated Building Controls
Tel. No.: 732-916-8956 Date: 05/01/19

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

City Clerk File No. Res. 19-470

Agenda No. 10.34

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH MILLENNIUM STRATEGIES, LLC FOR GRANT CONSULTING SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 16.367, approved on May 25, 2016, awarded a two year contract in the amount of \$264,000.00 to Millennium Strategies, LLC to provide grant consulting services for the City of Jersey City (City); and

WHEREAS, the City awarded this contract pursuant to the competitive contracting provisions, N.J.S.A. 40A:11-4.1 et seq., of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to three additional one year periods with the renewal contract price being \$144,000.00 annually; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the second option and renew the contract for an additional one-year period effective as of June 1, 2019 and ending on May 31, 2020; and

WHEREAS, the total cost of the contract renewal is \$144,000.00; and

WHEREAS, funds in the amount of \$20,000.00 are available in 2019 fiscal year temporary budget in Account No. 01-210-20-101-312;

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

- 1) The contract with Millennium Strategies, LLC to provide grant consulting services is renewed for an additional one (1) year period and subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement attached hereto;
- 2) The renewal contract is for a one-year period commencing on June 1, 2019, and the total cost of the contract shall not exceed \$144,000.00;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 4) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 5) Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;

City Clerk File No. Res. 19-470

Agenda No. 10.34

TITLE: MAY 22 2019

- 6) The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
- 7) Pursuant to N.J.A.C. 5:30-5.5c, the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 permanent budget and in the subsequent fiscal year budget.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Office of Budget and Management Operating Account No. 01-210-20-101-312 for payment of the above resolution. \$20,000.

Requisition # 0188610

Purchase Order # 133654

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.22.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH MILLENNIUM STRATEGIES, LLC FOR GRANT CONSULTING SERVICES

Project Manager

Department/Division	Administration	Jersey City Office of Innovation
Name/Title	Melissa Kozakiewicz	Director
Phone/email	(201) 547-5296	MKozakiewicz@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 contractor, Millennium Strategies, LLC, has been performing grant consulting services in an effective and efficient manner.

Pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the second option and renew the contract for an additional one-year period commencing on June 1, 2019 and ending on May 31, 2020.

The total cost of the contract renewal is \$144,000.

Cost (Identify all sources and amounts)

\$144,000.00 City funds

Contract term (include all proposed renewals)

One year commencing on June 1, 2019 with an option to renew for one additional year.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

AGREEMENT

AGREEMENT made this ___ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("City") and MILLENIUM STRATEGIES, LLC ("Millenium" or "Contractor"), 60 Roseland Avenue, Caldwell, New Jersey 07006

WHEREAS, the City requires the services of grant consultant to assist the City in obtaining funds for various City Departments and projects; and

WHEREAS, Resolution 16-020, approved on January 13, 2016, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for grant consulting services; and

WHEREAS, on March 10, 2016, the City accepted two proposals for grant consulting services; and

WHEREAS, a review committee appointed by Jersey 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 Millenium; and

WHEREAS, Resolution 16.367, approved on May 25, 2016, authorized a two (2) year Agreement between the City and Millenium; and

WHEREAS, the City's Request for Proposals (RFP) provided the City with options to renew the Agreement for up to three (3) additional one (1) year terms; and

WHEREAS, the Agreement renewal price is contained in Millenium's proposal submitted in response to the City's RFP; and

WHEREAS, Resolution 18-463 approved on May 9, 2018 exercised the first option and renewed this Agreement for one (1) year commencing on June 1, 2018 for a total contract amount not to exceed \$144,000.00; and

WHEREAS, Resolution _____ approved on _____, 2019 exercised the second option and renewed this Agreement for one (1) year for a total contract amount not to exceed \$144,000.00.

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 grant 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 one year (1) year effective as of June 1, 2019. The City shall have options to renew the contract for up to one (1) additional one (1) year term.

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 \$144,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the the City's Department of Administration. 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: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

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 each 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

In the event the performance by the Contractor of the services provided for under the agreement awarded through this RFP process is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice being given, the City shall at its sole option be entitled to terminate the agreement awarded through this RFP process immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed with such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory condition or performance within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Neither Contractor, nor Contractor's subcontractors, if any, is entitled to any compensation from the City subsequent to the City providing notice of termination to the Contractor.

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:

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

ARTICLE XIII
Compliance with Affirmative Action Plan

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

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "C" 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(c), the continuation of this Agreement after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

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

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest:

Millennium Strategies, LLC

RR
5-7-19

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

City Clerk File No. Res. 19-471

Agenda No. 10.35

Approved: MAY 22 2019



TITLE:

RESOLUTION AUTHORIZING A CHANGE ORDER FOR A CONTRACT WITH SPARTAN CONSTRUCTION, INC. FOR THE 394 CENTRAL AVENUE - NEW FIRE ESCAPE AND MASONRY REPAIRS, PROJECT NO. 2017-010 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Resolution 18-747 approved on August 15, 2018, awarded a contract to Spartan Construction, Inc. for the 394 Central Avenue New Fire Escape and Masonry Repairs, Project No. 2017-010 for a total bid price of \$873,600.00 with a 20% contingency of \$174,720.00; and

WHEREAS, the 20% contingency has been expended and it is necessary to amend the aforementioned contract because of additional work that could not be effectuated under a separate contract and this additional work was not included in the contractor's contract and is outlined in the attached memorandum dated May 14, 2019 to the Municipal Council from Brian F. Weller, L.L.A., Director, Division of Architecture; and

WHEREAS, the additional amount to be encumbered for this Change Order shall not exceed **SEVENTEEN THOUSAND FOUR HUNDRED SEVENTY-TWO AND 00/100 DOLLARS (\$17,472.00)** representing an overall increase of over the original contract amount of \$873,600.00; and

WHEREAS, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent; and

WHEREAS, these funds are available for this expenditure in General Building Account No.:

04-215-55-143-990 129889 \$17,472.00

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

1. A change order in the amount of \$17,472.00 increasing the contract amount with Spartan Construction Inc. from \$1,048,320.00 to \$1,065,792.00 is hereby approved;
2. Notice of this change order will be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Elizabeth Castillo (Elizabeth Castillo), as Acting Chief Financial Officer hereby certify that these funds are available for this expenditure in Account 04-215-55-143-990 (Capital Buildings) for payment of the above resolution.

RR/ab
May 14, 2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-22-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ERT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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 CHANGE ORDER FOR A CONTRACT WITH SPARTAN CONSTRUCTION, INC. FOR THE 394 CENTRAL AVENUE - NEW FIRE ESCAPE AND MASONRY REPAIRS, PROJECT NO. 2017-010 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.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

During the renovations at 394 Central Avenue – New Fire Escape and Masonry Repairs project number unforeseen issues occurred outside of the original contract.

It has become necessary to amend the aforementioned contract because of additional work that could not be effectuated under a separate contract and items of work, all explicitly excluded from the contractor's contract and outlined in the attached Memorandum dated May 14, 2019 to the Municipal Council from Brian F. Weller, L.L.A., Director, Division of Architecture

General Capital Buildings Accounts
 04-215-55-143-990 \$17,472.00

Contract term (include all proposed renewals)

N/A

Type of award Public Bid Award

If "Other Exception", enter type

I certify that all the facts presented herein are accurate.


 Signature of Division Director

5.14.19
 Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

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



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 14, 2019

TO : Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., A.S.L.A. Director *BFW*

SUBJECT : 394 Central Avenue - New Fire Escape and Masonry Repairs
Project No. 2007-010
Re: Change Order - Deteriorated Steel and Damages to Brick Masonry

It has become necessary to amend the 394 Central Avenue - New Fire Escape and Masonry Repairs contract between the City and Spartan Construction, Inc. due to additional unforeseeable work that could not be effectuated under a separate contract and items of work, all explicitly excluded from the contractor's contract. With the attached resolution, we are requesting an additional 2% (\$17,472.00) contingency bringing the total contingency to 22% (192,192.00).

<i>Change Order</i>	<i>Reason for Changes</i>	<i>Amount</i>	<i>Days Added</i>
#1	A. Additional Stucco, actual building dimensions for the three coat stucco system differ from the contract documents.	\$27,500.00	(0) (0)
#2	A. Exploratory work in post office B. Sunday work, structural steel for fire escape inside of the post office ceiling C. New curb, additional asphalt patching and additional excavation D. Contract extension	\$1,915.26 \$13,510.23 \$4,354.35	(0) (0) (0) (107)
#3	A. Additional stucco application B. Replace 70 LF of the guardrail C. Back-up lintel replacement with associated brick D. Additional brick replacement on North side 58 SF	\$8,336.55 \$4,591.63 \$11,300.00 \$4,060.00	(0) (0) (27) (3)
#4	A. Additional brick repointing	\$9,775.00	(0)
#5	A. Electrical relocation B. Sunday work, structural steel for fire escape with crane on Post Office roof.	\$394.00 \$7,835.52	(0) (0)
#6	A. Structural Steel Work	\$94,335.00	(30)

	Total Change Orders 1 - 6	\$187,907.54	(167)
--	---------------------------	--------------	-------

In conclusion, the extra work delineated herein could not have been determined without the extensive removals and exploratory work which has taken place as part of the base contract. It would be impractical at this time to seek public bids or proposals for the additional work.

ab
attachments



SPARTAN CONSTRUCTION, INC.

399 Oak Street, Suite C
South Amboy, NJ 08879
Phone: (732) 571-8884
Fax: (732) 571-9720

Delivered Via: E-mail only (charasc@jcnj.org)

May 10, 2019 *(revised April 25, 2019)*

Chris Charas
City of Jersey City
13 Linden Avenue East, 2nd Floor
Jersey City, NJ 07305

Re: Project # 17-010/New Fire Escape & Masonry Repairs-PCO #5

Mr. Charas,

As per your instructions, please find below a description and costs to replace the deteriorated steel (L1, L2 & L3) and damaged brick masonry at the East Elevation on Cambridge Avenue for the above-referenced project.

This change directive is for work not within the scope of our present contract and we, therefore, request a written change order to cover the added labor, material, equipment and so forth required to perform the work as ordered.

Unique Scaffolding-	\$11,240.00(2 month rental)
Unique Scaffolding- (Interior Shoring/Shop Drawings)	\$9,800.00
R&R Scaffolding-	\$11,500.00
Mastercraft Iron-	\$18,436.00
Spartan Construction-	\$38,867.00

Spartan Breakdown

*41 LF Shore Veneer, Remove & Discard Steel=	\$4,024.00
*Window Removal & Discard=	No Charge
*41 LF Lintel Replacement @ \$185.00=	\$7,585.00
*6 LF Lintel Replacement @ \$200.00=	\$1,200.00
*6 LF Back-Up Lintel Replacement @ \$50.00=	\$300.00
*165 SF Brick Replacement @ \$70.00=	\$11,550.00
*Provided Five (5) Probes for Investigation/assess=	\$500.00
*Generator (220W) (w/ diesel & panel)=	\$1,500.00
*Swing Scaffold Rental (2 months)=	\$4,400.00
*12 Days Supervision @ \$53.60 HR=	\$4,500.00

*15 LF Credit Garage Lintel Material @ \$15.00= (Installation of new angle lintel is under BB contract)		(\$225.00)
*Sub-Total=		\$35,334.00
*10% Overhead=		\$3,533.00
Subtotal=	\$89,843.00	
G.C. 5% Mark-Up:	\$4,492.00	
Total:	\$94,335.00	

Please note, our proposal does not include the following:

a) Atane's recommended shoring design for the exterior brick masonry veneer. To cut costs, Spartan Construction will utilize its own means & methods to support the existing exterior brick masonry veneer.

b) Removal & Re-Installation of the garage heating duct. This duct must be removed to facilitate the installation of the shoring equipment.

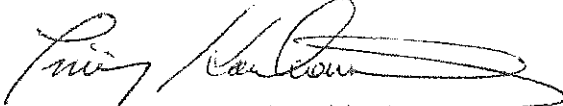
We are continuing to pursue the completion of our work as rapidly as is reasonably possible under the current circumstances. We have encountered delays to our performance that was beyond our control and has affected our contract time performance.

Accordingly, we hereby request an extension of at least sixty (60) calendar days to our contract completion date to take into consideration the above delays.

If we can be of any help in expediting the resolution of these problems, please let us know.

Your cooperation in minimizing this impact will be appreciated.

Sincerely,
SPARTAN CONSTRUCTION, INC.


Timmy Koukoumis, President

Atch: Subcontractor's Change Order Proposals

Cc:	Robert Fossetta, City of Jersey City	(rfossetta@jcnj.org)
	Timmy Exarhos, Spartan Construction	(timx.spartan@gmail.com)
	Jacinto Pichardo, Atane Consulting	(jpichardo@ataneconsulting.com)
	Brian Weller, City of Jersey City	(wellerb@jcnj.org)
	Kenneth Mangam, Atane Consulting	(kmangam@ataneconsulting.com)

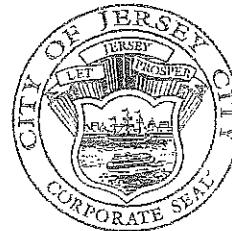
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-472

Agenda No. 10.36

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ALL ELIGIBLE CITY EMPLOYEES AND RETIREES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, the City of Jersey City (City) is required to provide a prescription drug plan for all eligible City employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance 53-40; and

WHEREAS, Resolution 18-1132 approved on December 18, 2018 authorized an extension of the agreement for Extraordinary, Unspecifiable Services to Express Scripts, Inc. effective January 1, 2019 and ending on March 31, 2019 to provide a prescription drug plan; and

WHEREAS, during the course of the three month extension of the contract the Purchasing Agent issued change orders in the total amount of \$6,750,000.00 to cover increasing costs due to the high amount of claims and new hires and it is necessary to increase the contract amount by an additional \$1,102,628.77 so that total cost of the three month extension of the contract is \$7,852,627.77; and

WHEREAS, the contract was awarded in accordance with the "fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, funds in the amount of \$1,102,628.77 are available in the 2019 budget in account No. 01-201-23-220-805, Department of Administration; and

WHEREAS, this change order increases the original contract amount by more than twenty percent and N.J.A.C. 5:30-11.9 requires adoption of a resolution authorizing all change orders in excess of twenty percent.

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

1. The above recitals are incorporated by reference.
2. The contract with EXPRESS SCRIPTS, INC. is amended to increase the contract amount by an additional \$1,102,628.77 so that the total amount of the contract for the three month period that began on January 1, 2019 is \$7,852,627.77.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

Continuation of Resolution _____
City Clerk File No. Res. 19-472
Agenda No. 10.36
TITLE: MAY 22 2019

RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ALL ELIGIBLE CITY EMPLOYEES AND RETIREES

I, Elizabeth Castillo, Acting Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et.seq. P.O.# 132293 \$1,102,628.77

Elizabeth Castillo
Elizabeth Castillo
Acting Chief Financial Officer

APPROVED: _____
[Signature]

APPROVED AS TO LEGAL FORM

[Signature]

R.B.
5-13-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ALL ELIGIBLE CITY EMPLOYEES AND RETIREES

Project Manager

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

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

Contract Purpose

The contract for the three month period beginning January 1, 2019 was expected to be \$6,000,000.00. During the course of the contract the Purchasing Agent issued change orders to cover the increasing costs to a total of \$6,750,000.00. The actual cost for the term of the contract was \$7,852,627.77 due to the high amount of claims and new hires, it is necessary to increase the amount of the contract by \$1,102,628.77.

Cost (Identify all sources and amounts)

Account: 01-203-23-220-805
\$7,852,627.77.

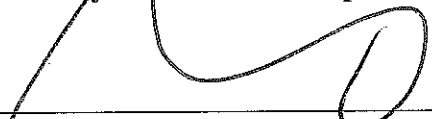
Contract term (include all proposed renewals)

Three months (January 1, 2019 - March 31, 2019).

Type of award

If "Other Exception", enter type

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/16/19

Date

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

City Clerk File No. Res. 19-473

Agenda No. 10.37

Approved:

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE EXECUTION OF A FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the Jersey City Youth Counsel ("JCYC") is a youth court program available to help first-time youth offenders, aged 12-17, who have committed minor offenses, get back on track and avoid court involvement; and

WHEREAS, the Leadership For Educational Equity ("LEE") is a not-for-profit corporation with offices located at 1805 7th Street N.W., 6th Floor, Washington, District of Columbia 20001; and

WHEREAS, LEE provides the Leadership for Educational Equity Fellows Program ("Fellows Program") which is a program where a diverse group of program participants ("LEE Fellow") work in policy roles for governmental entities and learn from policy and elected officials; and

WHEREAS, the City of Jersey City ("City") desires to increase the capacity of the JCYC program by entering into a Fellowship Partner Agreement that will permit a LEE Fellow to work at the City's youth court program; and

WHEREAS, the LEE Fellow will be paid a stipend of \$45,000.00, which will be paid directly to the LEE Fellow by LEE; and

WHEREAS, there will be \$10,000 in costs to the City for participating in the Fellows Program, which will be paid by the City directly to LEE as matching funds; and

WHEREAS, the program will begin in the fall of 2019 and will continue for nine months; and

WHEREAS, the City's participation in the Fellows Program will enhance efforts by the City to develop early interventions that can help young people avoid becoming entangled in the criminal justice system.

Continuation of Resolution _____
 City Clerk File No. Res. 19-473
 Agenda No. 10.37

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

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

1. The City of Jersey City hereby accepts one (1) LEE Fellow from the Fellows Program for the purpose of planning and programming activities and policies at the JCYC program;
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor's or Business Administrator is authorized to execute the Fellowship Partner Agreement attached hereto; and
3. The term of the agreement shall be nine months commencing on September 3, 2019 and will officially end on June 12, 2020.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

C
 N **WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								5.22.19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

Initiator

Department/Division	Law Department/Youth Court	
Name/Title	Lucinda McLaughlin, Director	
Phone/email	lmclaughlin@icnj.org 201-209-6739	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting)

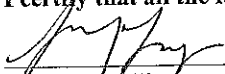
Resolution Purpose

The JCYC has applied to receive a fellow from the Leadership for Educational Equity (LEE) Foundation to assist in program development and other youth and restorative justice related initiatives.

The fellow will begin in the fall of 2019 and work with the JCYC for a total of 9 months.

The program is 78% funded by LEE and \$10,000 in matching funds are required.

I certify that all the facts presented herein are accurate.



Signature of Department Director

May 15, 2019
Date

FELLOWSHIP PARTNER AGREEMENT

THIS FELLOWSHIP PARTNER AGREEMENT (the “**Agreement**”) is entered into as of May 23, 2019 (the “**Effective Date**”) by Leadership for Educational Equity, a Washington, District of Columbia not-for-profit corporation with offices located at 1805 7th Street N.W. 6th Floor, Washington, District of Columbia 20001 (“**Leadership for Educational Equity**”), and the [City of Jersey City], with offices located at [280 Grove Street] (the “**Partner**” or the “**City**”) each a “**Party**” and collectively, the “**Parties.**”

BACKGROUND

The Leadership for Educational Equity Public Policy Fellows Program (“**Fellows Program**”) is a full-time program where a diverse group of exceptional Leadership for Educational Equity members work in policy and advocacy roles and learn from policy, advocacy, and elected leaders.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties intending to be legally bound, agree as follows:

1. Partner’s Obligations and Scope of Fellowship.

- (a) **Host.** Partner shall serve as a host organization for one (1) fellow participating in the Fellows Program (the “**Fellow**”). Partner shall provide the Fellow with an assignment where the Fellow will work on mission-critical projects that expose the Fellow to the operations of the Partner.
- (b) **Start Date.** Fellow shall begin the Fellowship with Partner on September 3, 2019 unless otherwise agreed by the Fellow, the Partner, and Leadership for Educational Equity.
- (c) **Location.** The Fellow shall participate with the Partner in the Fellows Program in Jersey City, NJ.
- (d) **Supervisor.** The Fellow will work under the sole direction of the Partner. The Partner shall assign an appropriate staff person to act as the supervisor for the Fellow (“**Supervisor**”). Supervisor(s) shall arrange regular check-ins with the Fellow to ensure that the Fellow’s fellowship progresses as planned. The Supervisor shall facilitate introductions between the Fellow and other Partner staff members whose work is relevant to the Fellow’s project.
- (e) **Program Participation.**
 - i. The Partner shall make the Fellow available to prepare for and participate in Fellow Program events scheduled by Leadership for Educational Equity and/or its partners while Fellow completes their fellowship.
 - ii. In addition to the training provided by Leadership for Educational Equity and its partners, Leadership for Educational Equity encourages, but does not require, that Partner provide Fellow with networking opportunities that help lead to increased social engagement on the part of the Fellow.
 - iii. Partner shall assist, when and if possible, in professional development by sharing

experience, knowledge, and content or resources for Fellows Program events scheduled by Leadership for Educational Equity.

- iv. Partner shall inform Fellow of any applicable policies or procedures, including, but not limited to, human resources policies, ethics and conflicts of interest policies, of the Partner or the organization with which the Partner is associated.
- (f) **Communication.** Partner shall maintain regular communication with Leadership for Educational Equity and participate in all Fellows Program evaluations and surveys. Leadership for Educational Equity uses such feedback to improve the quality of its programming and highly values all communications from partners.
- (g) **Withdrawal from Fellows Program.** In the rare event that a Fellow must withdraw from the Fellows Program, or if Leadership for Educational Equity or Partner remove the Fellow from the Fellowship in accordance with Section 4(d) below, Partner shall work with Leadership for Educational Equity to determine, on a case-by-case basis, whether another Fellow can be placed with Partner for the duration of the Fellows Program.
- (h) **Lobbying; Electoral Activity.** Partner agrees not to assign the Fellow work duties in preparation for lobbying activity, or actual lobbying activity. Partner acknowledges that Fellow(s) shall not conduct electoral campaign activity as part of the Fellows Program and agrees not to ask Fellow(s) to perform any campaign work during the Fellows Program.
- (i) **Ethics Rules.** Partner acknowledges and agrees to abide by all the laws, rules, and standards of conduct applicable to the elected or appointed body or office that Partner holds, if any, including but not limited to ethics rules and conflict of interest policy.
- (j) **Partner Workshops and Trainings.** Any fees associated with Fellow's participation in Partner-sponsored events, workshops, and trainings shall be paid by Partner.
- (k) **Fee.** Partner shall provide to Leadership for Educational Equity a payment in an amount equal to ten thousand dollars and zero cents; \$10,000 (the "Fee"). Leadership for Educational Equity will use a portion of the Fee to pay the Fellow(s) a stipend for living expenses incurred during the Fellows Program. The Fee is due to Leadership for Educational Equity by September 1, 2019. This Fee shall be refundable on a pro-rata basis if: (i) the Fellow is withdrawn or otherwise removed from the Fellow's Program prior the end of the Term and no replacement Fellow is agreed upon or provided by Leadership for Educational Equity or, (ii) the Fellow's assignment is discontinued by Partner for gross neglect of his or her duties or for Fellow conduct that is illegal, unethical, or exposes the Partner to legal liability for Fellow's actions.

2. Leadership for Educational Equity's Obligations.

- (a) **Fellow Recruitment, Selection, and Placement.** Leadership for Educational Equity will recruit and select Fellows and will facilitate the placement process of individual Fellows with the Partner. Leadership for Educational Equity agrees to use its best efforts to identify, recruit, and place individuals who have the work ethic, intellect, qualifications, and other attributes that allow the individual to complete the Fellowship Program successfully as a Fellow.
- (b) **Fellow Training and Professional Development.** Leadership for Educational Equity will design and lead professional development sessions for the Fellowship Program.

(c) **Stipend.** Leadership for Educational Equity shall administer and distribute to the Fellow the Fellows Program stipend, inclusive of the cost-share provided by the Partner, pursuant to Section 1(k) above, to be disbursed over the course of the Fellowship Program (the “**Leadership for Educational Equity Stipend**”).

3. **Relationship of the Parties.** Nothing contained in this Agreement is deemed to place the Parties in a partnership, joint venture, or agency relationship, and neither Party has the right or authority to obligate or bind the other Party in any manner. The Fellow shall act and be treated solely as a fellow of Leadership for Educational Equity and shall not be treated or regarded as an employee of the Partner.

4. **Term/Termination.**

(a) **Term.** The term of this Agreement commences on the date of this Agreement and continues until May 29, 2020, or the last day Fellow works at the Fellows Program placement, whichever is later (the “**Term**”).

(b) **Default.** If either Party defaults in their performance under this Agreement and fails to substantially cure such default within five (5) days after receiving written notice specifying the default, or, for those defaults that cannot reasonably be cured within five (5) days, promptly commence curing such default and thereafter proceed with commercially reasonable diligence to substantially cure such default, then the non-defaulting Party may terminate this Agreement by providing the defaulting Party five (5) days’ written notice of its decision to terminating the Agreement and its reasons for terminating this Agreement.

(c) **Force Majeure.** If the performance of this Agreement is prevented, suspended, or postponed during the Term by reason of fire, casualty, lockout, labor strike, riot, war, act of God, or ordinance, law, order or decree of any legally constituted authority, or any other act or event that prevents Party, in whole or in part from performing its obligations under this Agreement; or satisfying any conditions to the performing Party’s obligations under this Agreement then in any such events, either Party may elect to terminate this Agreement and in such event, the Parties are released from all further obligations whatsoever.

(d) In the event that the Fellow fails to complete agreed upon projects to the Partner’s satisfaction by the end of the Fellows Program, Leadership for Educational Equity reserves the right to take any and all action it deems appropriate based on the circumstances, including but not limited to removing the Fellow from the Fellows Program and denying the Fellow membership in the Leadership for Educational Equity Fellow Alumni network, and terminating the Fellow’s Leadership for Educational Equity Stipend, if applicable. Leadership for Educational Equity reserves the right to terminate the Fellows Program and the Fellow’s participation in the Program, at any time and for any and no reason by providing written notice to the Fellow and the Partner. In the event that the Fellow fails to carry out his or her agreed upon duties or assignments to the Partner’s reasonable satisfaction, or acts in any manner that is illegal, unethical, or exposes the Partner to any liability for Fellows actions, the Partner may immediately discontinue all of Fellow’s assignments and duties, may discontinue Fellow’s access to any Partner facilities or property, and may thereafter terminate this Agreement by providing five (5) days written notice to Leadership for Educational Equity detailing the reason for such termination.

5. **Representations and Warranties.**

(a) Each Party represents and warrants to the other that:

- i. It has full legal right, power, and authority to enter into and perform its obligations hereunder;
- ii. It has not entered into nor will it enter into any contract or other agreement which would conflict with, prohibit, or interfere with the full performance of its obligations hereunder or with the full enjoyment by the other Party of the rights granted herein; and
- iii. Neither Party shall be obligated to make any payments or to pay any other consideration to the other Party or to any third party except as expressly specified in this Agreement.

(b) Partner represents that it is authorized to and possesses all of the necessary skills, licenses, insurance, and certifications, if any, to legally perform its obligations pursuant to this Agreement.

6. Confidentiality.

(a) The Parties acknowledge and agree that in the course of carrying out the Fellows Program, they may have access to and become acquainted with "Confidential Information" as defined below, concerning the other Party's business and operations, students, customers, business strategies, financial and technical information, supplies, and other confidential business information not generally known to the public. The Parties hereby agree that they shall not communicate, divulge, or disclose such Confidential Information, directly or indirectly, to any other person, firm, business or entity, or use such information in any way except as authorized in writing by the other Party, or except as may be required under applicable law. "Confidential Information" means proprietary information not generally known within a Party's trade or business concerning its operations, products, services, personnel and organization, including information relating to customers, research, development, accounting, marketing applications, selling, servicing, finance, business systems, computer systems, software, software systems, and techniques and also including all information disclosed to the other Party, or to which a Party had access at any time during the Fellows Program, which a Party has a reasonable basis to believe to be "Confidential Information" or which is treated by a Party and/or its related entities as being confidential information.

(b) Notwithstanding the foregoing restrictions, the Parties may use and disclose any information (i) which has come into the public domain through no act or omission by the Party, (ii) which is approved for use and disclosure or released by a Party without restriction, or (iii) to the extent required by an order of any court or other governmental authority, or (iv) to the extent required by the Open Public Records Act N.J.S.A. 47:1A-1 et seq or other applicable laws.

7. **Notices.** Any notices or other communication required or permitted hereunder shall be in writing and sent to the Parties at their respective addresses specified below or such changed address as either Party may communicate to the other in writing. Any notices or communications to either Party hereunder are deemed given when received by the Party.

Notices to Leadership for Educational Equity:

Dr. Terris Ross, Senior Director
Policy & Advocacy, Strategic Partnerships
1360 Peachtree St NE #1100
Atlanta, GA 30309

terris.ross@educationalequity.org

With a copy to:

Christine Green, Esq.
Leadership for Educational Equity
General Counsel
25 Broadway, 12th Floor
New York, New York 10004

christine.green@educationalequity.org

Notices to the Ms. Lucinda McLaughlin:

Ms. Lucinda McLaughlin
111 Montgomery Street
Jersey City, NJ 07302

lmclaughlin@icnj.org

8. Miscellaneous Provisions.

- (a) **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Leadership for Educational Equity. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- (b) **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- (c) **Indemnification.**
- i. To the extent permitted by applicable state laws and regulations, each Party indemnifies and holds harmless the other Party and its officers, directors, employees and agents (the "Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such Indemnitee may become subject under this Agreement, including but not limited to: (i) all actions not approved by the Indemnitee or otherwise outside the scope of this Agreement; (ii) any material breach by a Party of any representation warranty, or agreement made herein; or (iii) a Party's negligence or intentional misconduct.

- ii. Notwithstanding anything to the contrary contained herein, neither Party shall be responsible for consequential, incidental, punitive, special, exemplary or indirect damages or lost profits in connection with claims made by any Party, regardless of the form of action or whether in contract or tort.

- (d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey without giving effect to its conflict of law principles.

- (e) **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement does not affect the validity or enforceability of any other provision hereof, which remain in full force and effect and enforced accordingly.

- (f) **Arbitration.** In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, all matters in controversy shall be submitted to an arbitrator. The Parties agree that such arbitration shall be conducted under the rules and regulations of the American Arbitration Association. Both Parties expressly covenant and agree to be bound by the decision of the arbitrator as a final determination of the matter in dispute. Each Party shall bear its own cost of arbitration. Any determination or award of the arbitrators shall be final and binding upon the Parties and enforceable by any court having jurisdiction there over by injunction or monetary judgment. The provisions of this paragraph shall not be deemed to limit or impair either Party's ability to obtain preliminary injunctive relief from any court pending resolution of any dispute by arbitration, upon posting of any bond that such court may require and upon fulfilling all equitable requirements for such injunction.

- (h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and effective as of the date first written above.

LEADERSHIP FOR EDUCATIONAL EQUITY

By: _____

Name: Mildred Otero

Title: Vice President, Policy & Advocacy

Date: _____

PARTNER

By: _____

Name: _____

Date: _____

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

City Clerk File No. _____ Res. 19-474

Agenda No. _____ 10.38

Approved: _____ MAY 22 2019

TITLE:



RESOLUTION RENEWING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH PALUMBO RENAUD & DEAPPOLONIO, LLC TO REPRESENT OFFICER SAMUEL TORRES IN THE MATTER OF ADNAN HYDER V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City ("City") adopted Resolution 18-707 on July 18, 2018, ratifying and authorizing a professional services agreement effective May 23, 2018 with Palumbo Renaud & DeAppolonio, LLC for a total contract amount not to exceed \$75,000.00 to represent Officer Samuel Torres who was named in a complaint filed April 3, 2018 in U.S. District Court under Docket No. 2:18-cv-04345-KM-JBC by Adnan Hyder alleging the use of excessive force, and a violation of his civil and constitutional rights; and

WHEREAS, the City awarded the contract to Palumbo Renaud & DeAppolonio LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to renew its professional services contract with Palumbo Renaud & DeAppolonio, LLC for an additional twelve month period effective May 22, 2019; and

WHEREAS, because all the contract funds were expended it is necessary to increase the contract amount by an additional \$50,000.00 at the same rate of \$150.00 per hour including expenses; and

WHEREAS, funds in the amount of \$10,000.00 are available in Account No. 19-01-201-23-210-312; and

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

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The contract with the law firm of Palumbo Renaud & DeAppolonio LLC to represent Officer Samuel Torres litigation is hereby renewed for one year effective May 22, 2019, for a total contract amount of \$125,000.00, including expenses;
2. The award of this contract shall be subject to the condition that Palumbo Renaud & DeAppolonio LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

Continuation of Resolution _____
City Clerk File No. Res. 19-474
Agenda No. 10.38
TITLE: MAY 22 2019

RESOLUTION RENEWING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH PALUMBO RENAUD & DEAPPOLONI, LLC TO REPRESENT OFFICER SAMUEL TORRES IN THE MATTER OF ADNAN HYDER V. CITY OF JERSEY CITY, ET AL.

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. No. 133618 \$10,000

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

05/08/2019

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE PALUMBO RENAUD & DEAPPOLONIO LLC TO REPRESENT OFFICER SAMUEL TORRES IN THE MATTER OF ADNAN HYDER V. CITY OF JERSEY CITY, ET AL.

Project Manager

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

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

Matter is still ongoing and it is necessary to renew matter for an additional twelve months, for outside counsel to represent Officer Samuel Torres who was named in a complaint filed in the US District Court by Adnan Hyder alleging the use of excessive force, and a violation of his civil rights and constitutional rights.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$50,000.00
Insurance Fund Commission.
19-01-201-23-210-312

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Palumbo Renaud & DeAppolonio, LLC ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Adnana Hyder 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 \$50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies

- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance

- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

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

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

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

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

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

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

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By: Robert F. Renaud, Esq.
Firm: Palumbo Renaud & DeAppolonio

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Robert F. Remud, Esq.

Representative's Signature: Robert F. Remud

Name of Company: Remud DeAppalonia LLC

Tel. No.: 908-418-4088

Date: 5/8/2019



Form Attached

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE
-----------	------	--------	-------	----------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
---	-----------	-------	---------------------

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
-------------------------	------	--------	-------	----------	-----------------------------------

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE SERVICES:
----------------	-------------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

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

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 208

Trenton, New Jersey 08625-0208

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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

NEW HIRE PROMOTIONS TRANSFERS TERMINATIONS (CHECK (1) APPROPRIATE CATEGORY)

ORDERING NO. _____ DATES OF REPORT PERIOD USED: FROM _____ TO _____
 NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	RACE					SEX				
	Total	Black	Hispanic	Am. Indian	Asian	Non-Wh.	Total	Male	Female	Non-Wh.
OFFICIALS & MANAGERS										
PROFESSIONALS										
TECHNICIANS										
SKILL WORKERS										
OFFICE & Clerical										
CONTRACTORS										
OPERATIVES										
LABORERS										
SERVICE WORKERS										
TOTAL										

I certify that the information on this form is true and correct.
 NAME OF PERSON PREPARING FORM (Print or Type) _____ SIGNATURE _____ DATE COMPLETED _____
 LAST FIRST MI

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____
 PHONE (AREA CODE, NO., EXTENSION) _____

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

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

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

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

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

Representative's Name/Title: Robert F. Renaud, Esq.
Representative's Signature: [Signature]
Name of Company: Renaud DeAmerica LLC
Tel. No.: 908 418 4088 Date: 5/21/2019

**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 : Renaud DeAppronio LLC
Address : 190 NORTH AVENUE EAST, Cranford, NJ 07016
Telephone No. : (908) 418-4088
Contact Name : Robert F. Renaud, Esq.

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Renaud De Appiano LLC
Address: 190 N. Avenue East, Cranford, NJ 07016
Telephone No.: (908) 418-4088
Contact Name: Robert F. Renaud, Esq.

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Renaud DeAppoloni LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding MAY 23, 2019 (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 Renaud DeAppoloni 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.

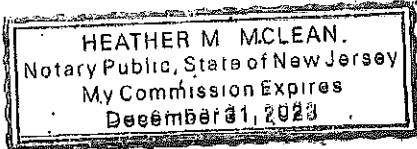
Name of Business Entity: Renaud DeAppoloni LLC

Signed: [Signature] Title: Member

Print Name: Robert F. Renaud Date: 5/8/19

Subscribed and sworn before me
this 08 day of MAY, 2019.
My Commission expires: 12/31/2023

[Signature]
(Affiant)
Heather McLean, a Notary Public
(Print name & title of affiant) (Corporate Seal)



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

**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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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


Name of Stock or Shareholder	Home Address
Robert F. Renaud	442 Mann Avenue, Cranford, NJ 07016

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: Renaud De Appalicio LLC
 Signature of Affiant: [Signature] Title: Member
 Printed Name of Affiant: Robert F. Renaud Date: 5/18/2019

Subscribed and sworn before me this 01 day of May, 2019.
 My Commission expires: 12/31/2023


 HEATHER (With Seal Attested by)
 Notary Public, State of New Jersey
 My Commission Expires
 December 31, 2023

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:	Renaud DeAppolonia LLC		
Address:	140 Naan Avenue East		
City:	Cranford	State:	NJ
		Zip:	07016

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

 _____ Signature	Robert F. Renaud _____ Printed Name	Esq. (Attorney at Law) _____ 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

Page ____ of ____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount \$

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

01/23/19

Taxpayer Identification# 970-912-026/500

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
RENAUD DEAPPOLONIO LLC


TRADE NAME:

ADDRESS:
190 NORTH AVENUE E
CRANFORD NJ 07016
EFFECTIVE DATE:

SEQUENCE NUMBER:
1961190

06/17/15

ISSUANCE DATE:
01/23/19



Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) 0205840V

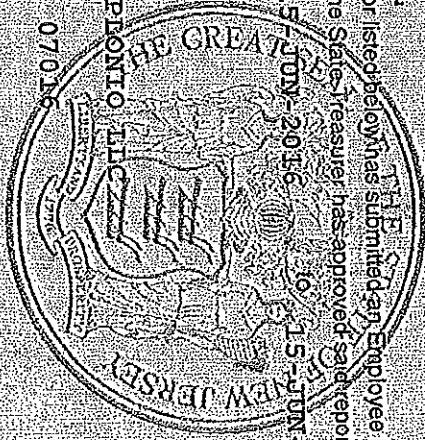
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 19194

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-2016** to **15-JUN-2023**

PALUMBO RENAUD & DEAPPRONIO LLC
190 NORTH AVE. EAST
GRANFORD NJ 07026



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

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

City Clerk File No. Res. 19-475

Agenda No. 10.39

Approved: MAY 22 2019

TITLE:



RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, former Mayor Jeremiah Healy and former Police Chief Robert Troy were named in a complaint filed on January 3, 2006 by Valerie Montone (Civil action No. 06-280) and John Astriab (Civil Action No. 06-3790) in Federal District Court of New Jersey alleging violations of their civil rights; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City (City) in both matters; and

WHEREAS, Resolution 09-795 approved September 23, 2009 awarded a professional services agreement in the amount of \$75,000.00 to the law firm of Carmagnola and Ritardi to represent the City in both matters; and

WHEREAS, Resolution 10-750 approved October 27, 2010 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$75,000.00 to represent the City in both matters; and

WHEREAS, Resolution 11-762 approved November 9, 2011 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$47,205.72 in the Montone matter and \$30,577.81 in the Astriab matter; and

WHEREAS, Resolution 12-648 approved August 22, 2012 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$10,000.00 in the Montone matter; and

WHEREAS, Resolution 12-867 approved December 19, 2012 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the amount of \$50,000.00 in the Montone matter; and

WHEREAS, Resolution 12-868 approved December 19, 2012 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$25,636.00; and

WHEREAS, Resolution 14.212 approved March 26, 2014 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Montone matter in the amount of \$37,900.41; and

WHEREAS, Resolution 14.211 approved March 26, 2014 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$23,715.22; and

WHEREAS, Resolution 15.219 approved March 26, 2014 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Montone matter in the amount of \$22,370.33; and

WHEREAS, Resolution 15.255 approved April 8, 2015 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$115,000.00; and

City Clerk File No. Res 19-475Agenda No. 10-39TITLE: MAY 22 2019

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

WHEREAS, Resolution 16.317 approved May 12, 2016 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Montone matter in the amount of \$14,357.83; and

WHEREAS, Resolution 16.316 approved May 12, 2016 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$30,830.20; and

WHEREAS, Resolution 17-777 approved September 27, 2017 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$75,000.00; and

WHEREAS, Resolution 18-629 approved June 27, 2018 effective May 13, 2018 reauthorized a professional services agreement with the law firm of Carmagnola and Ritardi in the Astriab matter in the amount of \$100,000.00; and

WHEREAS, a motion was granted to consolidate Astriab/Civil Action No. 06-280 and Montone/Civil Action No. 06-3790; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of a professional services contract with the law firm of Carmagnola and Ritardi for an additional twelve month period effective as of May 13, 2019; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of professional services contract to twelve months; and

WHEREAS, the law firm of Carmagnola and Ritardi 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 prohibits the law firm of Carmagnola and Ritardi from making any reportable contributions during the term of the contract; and

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

WHEREAS, the law firm of Carmagnola and Ritardi 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, because all of the contract funds were expended it is necessary to increase the contract amount by an additional \$50,000.00; and

WHEREAS, funds in the amount of \$10,000.00 are available in Account No. 19-01-201-23-210-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with Domenick Carmagnola of the law firm of Carmagnola and Ritardi is renewed for a one year period effective May 13, 2019; for a total contract amount of \$782,593.52 including expenses to represent the City in both matters; and
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

Continuation of Resolution _____
City Clerk File No. Res. 19-475
Agenda No. 10.39
TITLE: MAY 22 2019

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

- 3. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification, as the Corporation Counsel deems appropriate or necessary.
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
- 5. The 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, shall be placed on file with this Resolution.
- 6. 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.
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-23-210-312 for payment of this resolution. P.O. No. 133607, \$10,000.

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

:XT
05/08/2019

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0
5.22.19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.22.19							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE RENEWAL AND AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. OF THE LAW FIRM OF CARMAGNOLA AND RITARDI TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF JOHN ASTRIAB/VALERIE MONTONE V. CITY OF JERSEY CITY, ET AL.

Project Manager

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

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

Contract Purpose

A Complaint was filed by John Astriab against former Chief of Police Robert Troy and several police officers and City officials alleging violation of civil rights as well as hostile work environment and gender discrimination. These matters have been consolidated. Due to a conflict of interest, it is necessary to continue to hire outside counsel.

We are reauthorizing the renewal of this contract for twelve (12) months.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

19-01-201-23-210-312
\$50,000.00

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Domenick Carmagnola, Esq. - Member

Representative's Signature: 

Name of Company: Carmagnola & Ritardi, LLC

Tel. No: 973-267-4445

Date: May 7, 2019

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

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

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

NAME OF FACILITY: Carmagnola & Ritardi, LLC
 60 Washington St., Suite 300, Morristown, NJ 08960

Street City County State Zip Code

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

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type): _____ SIGNATURE: *[Signature]* DATE SUBMITTED: 5-7-19

LAST: CALMAGNOLA FIRST: DOMENICK MI
 ADDRESS (NO. & STREET): 60 WASHINGTON ST. CITY: MORRISTOWN STATE: NJ ZIP: 07960 PHONE (AREA CODE, NO., EXTENSION): 913-267-4445

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performances 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: Domenick Carmagnola, Esq. - Member
Representative's Signature: [Signature]
Name of Company: 60 Washington St., Ste. 300, Morristown, NJ 07960
Tel. No.: 973-267-4445 Date: May, 2019

**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: Carmagnola & Ritardi, LLC
Address: 60 Washington St, Ste. 300, Morristown, NJ 07960
Telephone No.: 973-267-4445
Contact Name: Domènìck Carmagnola, Esq.

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

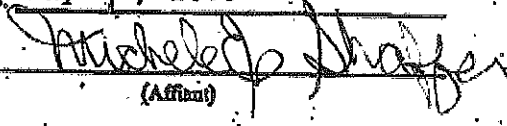
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Carmagnola & Ritardi, LLC

Signed  Title: Member

Print Name Domenick Carmagnola Date: May 7, 2019

Subscribed and sworn before me
this 7th day of May, 2019.
My Commission expires:


(Affiant)

(Print name & title of affiant) (Corporate Seal)

MICHELE E. SHAFFER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2019

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

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

Part I – Vendor Affirmation

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

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Domenick Carmagnola	43 Cedar Lake East, Denville, NJ 07834
Steven F. Ritardi	One Cooper Rd., Mendham, NJ 07945

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: Carmagnola & Ritardi, LLC
 Signature of Affiant: [Signature] Title: MEMBER
 Printed Name of Affiant: Domenick Carmagnola Date: May 7, 2019

Subscribed and sworn before me this 7th day of May, 2019
 My Commission expires:

[Signature]
 (Witnessed or attested by)

MICHELE E. SHAFER
 (Seal)
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 12/2019

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:	Carmagnola & Ritardi, LLC				
Address:	60 Washington St., Suite 300				
City:	Morristown	State:	NJ	Zip:	07960

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.

	Domenick Carmagnola, Esq.	Member
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
			\$

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CARMAGNOLA & RITARDI, L.L.C.

TRADE NAME:

ADDRESS:
60 WASHINGTON STREET
MORRISTOWN NJ 07960
EFFECTIVE DATE:

SEQUENCE NUMBER:

1162631

ISSUANCE DATE:

10/05/05

06/17/05

J.P. S. Tully
Director

FORM-BRC(08-01)

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

Certification 25945

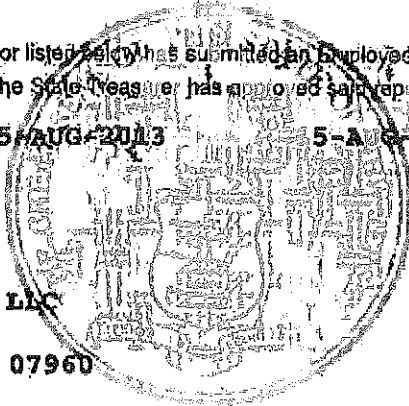
GERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-AUG-2013

5-AUG-2020



CARMAGNOLA & RITARDI, LLC
60 WASHINGTON STREET
MORRISTOWN NJ 07960

A handwritten signature in black ink, appearing to read "Andrew P. Sidamo-Eristoff".

Andrew P. Sidamo-Eristoff
State Treasurer

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Carmagnola & Ritardi, LLC, 60 Washington Street, Suite 300, Morristown, NJ 07960 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with John Astriab/Valerie Montone 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 \$50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

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

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

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

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

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

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

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract

shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By: Domenick Carmagnola, Esq.
Firm: Carmagnola & Ritardi

APPENDIX A

CONFIDENTIALITY AGREEMENT

of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 19-476
 Agenda No. 10.40
 Approved: MAY 22 2019



TITLE:

A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE OF THE JERSEY CITY MUNICIPAL COUNCIL TO INVESTIGATE AND REPORT ON POSSIBLE AMENDMENTS TO THE CITY'S ZONING CODE REGARDING INCLUSIONARY ZONING

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City is contemplating amending its existing zoning ordinance to mandate the inclusion of on-site affordable housing units in projects over a certain size, hereinafter referred to as "inclusionary zoning"; and

WHEREAS, adopting a policy of inclusionary zoning will have a large impact on development throughout the City; and

WHEREAS, pursuant to Section A350-22 of the Municipal Code and the Faulkner Act, N.J.S.A. 40:69A-37.1, the Municipal Council, may, by a majority of the whole Council, designate any number of its members as an Ad Hoc Committee to investigate any matter and to report back to the Council on that matter, so long as the Committee is of limited duration and concerns itself only with issues pertinent to its mandate; and

WHEREAS, the Council wishes to form an Ad Hoc Committee of seven (7) of its members to investigate and report on possible changes to the City's zoning ordinance to mandate inclusionary zoning; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that: Pursuant to N.J.S.A. 40A:69A-37.1, the Municipal Council of the City of Jersey City hereby establishes an Ad Hoc Committee to consist of the following 7 members to investigate possible changes to the City's existing zoning ordinance mandating inclusionary zoning and to make findings of fact and report its findings to the Municipal Council as a whole, no later than thirty (30) days from the date hereof:

1. Rolando R. Lavarro, Jr.;
2. Joyce E. Watterman;
3. Mira Prinz Arey;
4. Richard Boggiano;
5. James Solomon;
6. Michael Yun; and
7. Jermaine Robinson

BE IT ALSO RESOLVED THAT this Ad Hoc Committee shall be subject to the provisions of the Open Public Meeting Act, N.J.S.A. 10:4-6 et seq.

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-477
 Agenda No. 10.41
 Approved: MAY 22 2019
 TITLE:



A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY REFERRING ORDINANCE 19-054 REGARDING INCLUSIONARY ZONING TO THE PLANNING BOARD PURSUANT TO N.J.S.A. 40:55D-64

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:55D-62, the Municipal Council may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, on May 22, 2019 the Municipal Council introduced Ordinance 19-054 which contemplates amending the City's existing zoning ordinance to mandate the inclusion of on-site affordable housing units in projects over a certain size, hereinafter referred to as "inclusionary zoning"; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64, the Municipal Council hereby refers Ordinance 19-054 to the Planning Board in order to seek the Board's recommendations relative to this proposed policy.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Ordinance 19-054 is hereby referred to the Jersey City Planning Board pursuant to N.J.S.A. 40:55D-64 with the expectation that the Planning Board will provide recommendations to the Municipal Council regarding Ordinance 19-054 in a timely fashion in accord with N.J.S.A. 40:55D-2 et seq.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				5.22.19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓		
PRINZ-AREY	✓			SOLOMON	✓		
BOGGIANO	✓			ROBINSON	✓		
				RIVERA			
				WATTERMAN		ABS ENT	
				LAVARRO, PRES.		✓	

✓ Indicates Vote

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. 19-478

Agenda No. 10.42

Approved: MAY 22 2019

TITLE:



Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 19-051. An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article IX (Parking for the Disabled) of the Jersey City Code designating amending and/or repealing a reserved parking space at various locations throughout the City.

Council as a Whole, offered and moved adoption of the following resolution:

Whereas, at its meeting of May 22, 2019 at 6:00 P.M., the Municipal Council adopted Ordinance 19-051; 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 because a backlog exists in the processing of applications and any further delay in enacting the ordinance would cause undue pain and suffering to the applicant.

Now, Therefore, Be it Resolved, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 19-051 is hereby waived so that this Ordinance is effective immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	abs	ert	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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. 19-479

Agenda No. 10.43

Approved: MAY 22 2019

TITLE:



RESOLUTION APPOINTING ROBERT BYRNE, CITY CLERK AS LOCAL REGISTRAR

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 26:8-13, the municipal clerk may serve as the local registrar, and his/her term of office shall be concurrent with his/her term of office as clerk; and

WHEREAS, there exists a need for the appointment of a Local Registrar for the City of Jersey City, for the purpose of providing the City with the duties, tasks and services for the residents.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Robert Byrne, City Clerk is hereby appointed Local Registrar of the City of Jersey City for a term concurrent with his term as City Clerk.

AF/mma
05/20/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roblando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Resolution

RESOLUTION APPOINTING ROBERT BYRNE, CITY CLERK AS LOCAL REGISTRAR

Initiator

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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

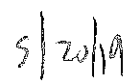
Resolution Purpose

The purpose of this resolution is to appoint Robert Byrne, City Clerk, as the Local Registrar for the City of Jersey City.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 19-480
 Agenda No. 10.44
 Approved: MAY 22 2019
 TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR PARTICIPATION IN THE MAIN STREET NEW JERSEY PROGRAM

COUNCIL offered and moved adoption of the following Resolution:
WHEREAS, the Main Street New Jersey ("MSNJ") program was implemented by the New Jersey Department of Community Affairs ("DCA") in 1989 to encourage and support the revitalization of downtowns throughout the State; and

WHEREAS, MSNJ was dissolved during Governor Chris Christie's tenure; and

WHEREAS, the current Administration is revitalizing MSNJ and re-instating previously designated main streets throughout the State; and

WHEREAS, during the time that MSNJ was active, Jackson Hill's main street was the only area participating in MSNJ in Hudson County; and

WHEREAS, the City and the Jackson Hill Main Street Management Corporation are seeking the re-instatement of the Jackson Hill Main Street area into MSNJ; and

WHEREAS, Jackson Hill's re-instatement into MSNJ will allow the Jackson Hill Main Street Management Corporation to work cooperatively with the State to improve the main street and provide programming and events to the public; and

WHEREAS, to be a re-instated into MSNJ, the City and the Jackson Hill Main Street Management Corporation must enter a Letter of Agreement with DCA which outlines the necessary requirements to participate in MSNJ.

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) The Letter of Agreement substantially in the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Letter of Agreement.

HCB/mma
05/20/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR PARTICIPATION IN THE MAIN STREET NEW JERSEY PROGRAM.

Initiator

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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


Resolution Purpose

The purpose of this ordinance is to authorize the execution of a letter of agreement with the New Jersey Department of Community Affairs. This letter of agreement is required for the Jackson Hall main street area to participate in the Main Street New Jersey program.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

**2019 LETTER OF AGREEMENT
for participation in the
MAIN STREET NEW JERSEY PROGRAM**



This Letter of Agreement (hereinafter referred to as "LOA") is entered into and executed by the New Jersey Department of Community Affairs (hereinafter referred to as the "DCA"), (Name of Municipality), the Main Street District Management Organization Board of Directors, and the Executive Director for the Main Street District Management Organization.

This LOA outlines the necessary requirements set forth by DCA for the Main Street District Management Organization (hereinafter referred to as the "DMO") in the Main Street New Jersey (hereinafter referred to as "MSNJ") program for 2019/2020. DCA is the sponsoring state Department for the MSNJ program and is licensed by the National Main Street Center (hereinafter referred to as "NMSC") to designate, assess, and recommend for accreditation Main Street programs within the State of New Jersey.

In consideration of the foregoing and of the mutual promises contained herein, and intending to be legally bound, the parties hereto agree to the following:

SECTION I. THE DMO AGREES TO:

1. Maintain status as an independent, recognized 501(c)(3), (c)(4), or (c)(6) with the primary mission of revitalizing a commercial district.
2. Work in a traditional Main Street District whose physical setting is conducive to applying the Main Street Approach®. District characteristics shall include pedestrian scale and orientation; critical mass of buildings and businesses; and a critical mass of structures eligible for rehabilitation/restoration and/or parcels intended for mixed-use redevelopment.
 - a. Provide MSNJ with a map detailing Main Street District boundaries for approval.
 - b. MSNJ services will be provided in the Main Street District agreed upon by MSNJ and the Program.
 - c. Any changes in district boundaries shall be reviewed by MSNJ.
3. Dedicate funding in an annual operating budget, which at a minimum covers the following costs:
 - a. Executive Director salary and fringe benefits. MSNJ district management organizations in municipalities with a population of more than 20,000, according to the most recent Decennial Census, shall employ a full-time, paid Executive Director.

- b. Rent and general office expenses.
 - c. Attendance at MSNJ meetings and the NMSC Conference.
 - d. Executive Director professional development.
4. Develop a sustainable funding strategy appropriate to the size of the district and workplan of the program. (Budgets will vary by community and samples are available from MSNJ.)
- a. Where there is an existing Improvement District, the DMO is required to serve as the assigned District Management Corporation (DMC) for the Improvement District and/or develop other verifiable funding streams for the long-term sustainability of the Program.
 - b. Where an Improvement District is not yet established, the DMO shall annually solicit a municipal cash and/or in-kind contribution and shall hold a membership or other voluntary support drives to facilitate public/private partnership and financial investment in the organization.
5. Establish and maintain an active volunteer Board of Directors representing downtown stakeholders to oversee the organization with at least one representative of the municipal governing body or staff serving on the board of directors.
6. Conduct a program of ongoing training for staff and volunteers.
7. Maintain accreditation through National Main Street Center's Main Street America[®] process. The DMO will undergo a program review by MSNJ prior to the expiration of this LOA.
- a. At the program review, the DMO shall submit documents containing all board minutes, budgets, workplans, committee minutes, public relations materials and other evidence that the program is meeting the requirements of National Main Street Center Main Street America[®] accreditation.
8. Submit monthly MSNJ Return on Investment (ROI) and Reinvestment Reports on the forms supplied by the MSNJ program. During the term of this LOA, ROI & Reinvestment reports shall be submitted electronically by the 15th of each month beginning the month after the LOA is signed.
- a. The DMO shall provide an updated contact list (including email addresses) of the Board of Directors & other volunteer leadership roles annually or whenever there is a change in leadership.
9. Attend the annual National Main Street NOW Conference and the NJ Downtown Institute, when offered.

10. Indicate broad-based community support for the MSNJ district revitalization process, with strong support from both the public and private sectors, such as documented local government, resident, business, and property owner investment into the DMO.
11. Maintain a comprehensive downtown revitalization strategy based on the National Main Street Center's Main Street Approach® and Main Street America® structure including:
 - a. Implementing a variety of activities in the areas of organization, promotion, design, and economic vitality.
 - b. Developing vision and mission statements relevant to community conditions and to the MSNJ district's organizational status.
 - c. Developing and implementing a comprehensive annual workplan.
12. Create standards that protect historic resources and encourage historic preservation as evidenced by:
 - a. Having or working towards an active design assistance program.
 - b. Encouraging building renovation or rehabilitation consistent with the recommended treatments described in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and/or the MSNJ Storefront and Façade Design Guidelines.
 - c. Encouraging public awareness of the historic properties in the MSNJ district and the importance of their preservation, such as by offering historic walking tours, creating interpretive signage, and promoting historic building design education to the community.
13. Develop land use policies that encourage development and/or rehabilitation of property in the MSNJ district area.
14. Develop financial mechanisms and incentives to attract investment to the MSNJ district.
15. Develop public-private partnerships.
16. Employ a paid full-time Executive Director who is responsible for the daily administration of the DMO.
 - a. Communities over 20,000 shall have full-time (minimum of 35 hours per week) management to be effective.
 - b. Salaries should be commensurate with public-oriented professionals in the area.
 - c. When the local program hires an Executive Director, it shall involve MSNJ in the selection process by obtaining feedback on the Executive Director posting, job description, and initial candidates resumes and including MSNJ staff in the interviews with candidates for the position.

- d. In the event of a staff transition, MSNJ should be notified within 48 hours of Executive Director vacancy. Please contact MSNJ staff for a detailed hiring guide at such a time when a transition may occur.
 - e. If the Executive Director position remains vacant for more than six months, MSNJ has the right to review program designation.
17. Demonstrate a commitment to MSNJ on-site services. The DMO agrees to provide a list of all persons participating in any on-site MSNJ service two weeks prior to a technical assistance site visit.
- a. The DMO will confirm that at least 60% of those people will be attending 48 hours prior to the technical site visit.
 - b. The DMO is responsible for providing logistics (meeting time and place), refreshments for local participants if needed, and meeting minutes if relevant.
18. Acknowledge and promote the DMO's designation as a MSNJ program. All electronic & printed materials shall include the tagline "A Designated Main Street New Jersey District" (or "Program" or "Organization" and/or the MSNJ Logo as supplied by MSNJ.
- a. The DMO shall use the Main Street America® logo as distributed and updated by the National Main Street Center on its website and optionally on other digital and print formats.
 - b. The DMO shall discontinue use of the Main Street America® and MSNJ names and logos if your Letter of Agreement with MSNJ/DCA is terminated.
19. Remain in compliance with the requirements of the Main Street program as outlined in this LOA. MSNJ could find the DMO in non-compliance for not meeting the terms of this LOA as well as other reasons including: failure to comply with state and local laws, partisan political involvement, and/or lacking the capacity to carry out the purpose of the DMO.
- a. If Main Street New Jersey finds a DMO is not in compliance with the Letter of Agreement, MSNJ reserves the right to suspend access to services and grants until the DMO returns to compliance.
 - b. The NJDCA reserves the right to de-designate the DMO from MSNJ if noncompliance is not resolved.

SECTION II. THE LOCAL MUNICIPALITY AGREES TO:

1. Appoint at least one representative of the municipal governing body or staff to serve on the DMO board of directors.
2. Provide financial, in-kind, policy, and resource support to the designated Main Street DMO to support it in meeting the terms of this LOA.

SECTION III. DCA AGREES TO:

1. Provide technical assistance through its MSNJ program, training, specialty services, program support, professional development, and grant opportunities within the DCA's budgetary capacity.
2. Facilitate communications and coordination between the Main Street DMO, MSNJ staff, the NMSC, and any other technical service providers as needed.
3. Facilitate coordination and cooperation with other State and local entities that provide services to municipalities undertaking projects for the revitalization of designated district.

SECTION IV. DCA AND THE DMO JOINTLY AGREE:

1. That the term of this LOA shall commence as of the date of signing. This LOA shall continue in full force and effect until June 30, 2020 unless terminated by either party, in writing.
2. That this LOA shall be binding upon and shall inure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment based on race, color, religion, sex, age or national origin. The parties further agree to take affirmative action to assure that applicants are employed, and employees are treated without regard to their race, color, religion, sex, age or national origin.
4. If the DMO fails to fulfill its obligation under this LOA in a timely and proper manner, or if the DMO violates any of the terms of this LOA, DCA shall have the right to withhold further services and terminate this LOA and or adjust the Designation status of the DMO.
5. This LOA memorializes all elements of this LOA, and incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The DCA is limited to furnishing its technical services to the DMO and thus nothing contained herein shall create any Employer-Employee or Principal- Agency relationship.

SECTION V. COUNTERPARTS

This LOA may be signed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement through the signatures of their duly authorized representatives.

APPROVED BY MUNICIPALITY:

The Municipality acknowledges its support of the DMO as contained within this Agreement.

BY: _____ (Date)

(Mayor/City Manager) _____
(Municipality)

APPROVED BY DMO:

BY: _____ (Date)

(Board President/Chair) _____
(Name of DMO)

APPROVED BY THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS:

BY: _____ (Date)
Sean Thompson
Director
Local Planning Services/MSNJ
New Jersey Department of Community Affairs

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

City Clerk File No. Res. 19-481

Agenda No. 10.45

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT RELATING TO A NETWORKED BUS SERVICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") desires to expand transit access to currently underserved "transit deserts" across Jersey City, which are defined as areas that either have limited supply of affordable transit options; inadequate transit service, or transit that is not within a reasonable proximity for easy access; and

WHEREAS, transit deserts in Jersey City include but are not limited to Greenville and the south side of Jersey City, affordable housing developments in all wards, and all neighborhoods in the heights; and

WHEREAS, this service will be provided for a rider fee and a fixed per-ride subsidy provided by the City to be established through the RFP process; and

WHEREAS, the City does not foresee any risk in awarding this concession because it expects the concession contractor to indemnify the City in connection with the establishment of the service; and

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

WHEREAS, the City expects to incur a significant annual cost for this service; and

WHEREAS, THE City does not plan to use any 2019 operating budget funding for this project and will seek to cover any costs through alternative funding sources and/or in future operating and capital budgets; and

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

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award a contract for "Concessions"; and

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

City Clerk File No. Res. 19-481

Agenda No. 10.45

TITLE: MAY 22 2019

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT RELATING TO A NETWORKED BUS SERVICE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract for a concession that will include the establishment

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											5.22.19		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABST	EXT			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT RELATING TO A NETWORKED BUS SERVICE

Initiator

Department/Division	Business Administrator	
Name/Title	Brian Platt	Business Administrator
Phone/email	(201) 547-4642	BPlatt@jenj.org

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

Resolution Purpose

The City of Jersey City desires to expand transit access to currently underserved “transit deserts” across Jersey City, including the Greenville and Heights neighborhoods.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW


CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: City Council

FROM: John McKinney, Assistant Corporation Counsel 

DATE: 5/20/2019

SUBJECT: Concession for the provision of transportation services in areas with transportation needs throughout the City of Jersey City.

The City is about to prepare a Request for Proposals (“RFP”) under the Competitive Contracting Law, N.J.S.A. 40A:11-1 et seq. to contract with a company that can expand transit access to currently underserved “transit deserts” across Jersey City, including the Greenville and Heights neighborhoods. The City is seeking to provide this service through a networked bus service using dynamic routing and ride-hailing through an application based service that can be accessed on a smart phone. The City is expecting that bidders for the contract will offer to provide the service for a rider fee and a fixed per-ride subsidy provided by the City.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award a concession contract. N.J.S.A. 40A:11-2(37) defines a concession as “the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit.” Due to the fact that the City intends for the contractor to provide transportation throughout the City for a fee, coupled with the fact that such a service requires the endorsement of the City, the City intends to award the contract as a concession.

The Competitive Contracting Law requires the City to publicly solicit proposals for the provision of the above referenced transportation services. Furthermore, pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing the procurement of any concession, the City Council must “[p]ass a resolution authorizing the procurement of a concession.” In addition, N.J.A.C. 5:34-

9.1(d)(1) requires that, prior to commencing the procurement of any concession, the City Council must “[o]btain from legal counsel an opinion of the legality of procuring the concession.”

Based upon the review of the statutes and regulations governing concession contracts, it is the Law Department’s opinion that a contract to provide transportation services to areas with transportation needs throughout the City in exchange for a fee satisfies the definition of a concession. It is expected that the contractor will provide the service for a set fee to be paid by individual riders, and further subsidized by the City, pursuant to prices submitted by the contractor in accordance with the RFP that is to be issued.

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

City Clerk File No. Res. 19-482

Agenda No. 10.46

Approved: MAY 22 2019

TITLE:



RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY BOARD OF EDUCATION REGARDING THE PUBLIC USE OF PARKING LOTS LOCATED AT PUBLIC SCHOOL 24 AND PUBLIC SCHOOL 28

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-10(b) states that the governing body of any contracting unit may provide by joint agreement with the board of education of any school district or any State or county college for the provision and performance of goods and services for use by their respective jurisdictions; and

WHEREAS, the Jersey City Board of Education (the "BOE") is the owner of certain properties known as Public School 28, which is located at Block 2206, Lot 3 and Public School 24, which is located at Block 20602, Lot 67 in the City of Jersey City (hereinafter referred to as the "Premises"); and

WHEREAS, the City of Jersey City (the "City") and the BOE desire to designate the parking lots available on the premises open to the public for parking between the hours of 6:00 p.m. and 6:00 a.m. on Monday afternoon through Friday morning and 6:00 p.m. through 6:00 a.m. on Friday evening through Monday morning.

WHEREAS, the public shall be charged a fee for the use of the parking lots; and

WHEREAS, the fees collected for the use of the parking lots shall be divided between the City and the BOE with the City receiving 60% of the fees and the BOE receiving 40% of the fees; and

WHEREAS, while the agreement is in effect, the City will use all revenue generated for maintenance, administration, parking enforcement and improvements for the Premises which may include, but not be limited to, cleaning, repaving, line painting, and snow removal; and

WHEREAS, upon termination of the agreement, all remaining City funds will be transferred to the City's general fund; and

WHEREAS, the term of the agreement shall be for one (1) year upon execution by City officials; and

WHEREAS, the City and the BOE have the necessary personnel, programs, and equipment to operate and maintain the Premises for public parking;

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

- (a) the Mayor or Business Administrator is authorized to execute a Cooperation Agreement between the City and the BOE regarding the operation and maintenance of the Premises for public parking substantially in the form attached subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate.

TITLE: MAY 22 2019

RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY BOARD OF EDUCATION REGARDING THE PUBLIC USE OF PARKING LOTS LOCATED AT PUBLIC SCHOOL 24 AND PUBLIC SCHOOL 28

- (b) The public shall be able to park on the Premises during the following hours:
 - i. Monday evening through Tuesday Morning: 6:00 P.M. – 6:00 A.M.
 - ii. Tuesday evening through Wednesday Morning: 6:00 P.M. – 6:00 A.M.
 - iii. Wednesday evening through Thursday Morning: 6:00 P.M. – 6:00 A.M.
 - iv. Thursday evening through Friday Morning: 6:00 P.M. – 6:00 A.M.
 - v. Weekend hours: 6:00 PM, Friday evening through 6:00 AM, Monday morning.
- (c) the fees collected for the use of the parking lots shall be divided between the City and the BOE with the City receiving 60% of the fees and the BOE receiving 40% of the fees.
- (d) while the agreement is in effect, the City will use all revenue generated for maintenance, administration, parking enforcement and improvements for the Premises which may include, but not be limited to, cleaning, repaving, line painting, and snow removal.
- (e) upon termination of the agreement, all remaining City funds will be transferred to the City's general fund.
- (f) the term of the agreement shall be for one (1) year upon execution by City officials.

JMcK
5/20/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.22.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ert	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY BOARD OF EDUCATION REGARDING THE PUBLIC USE OF PARKING LOTS LOCATED AT PUBLIC SCHOOL 24 AND PUBLIC SCHOOL 28

Initiator

Department/Division	City Council	
Name/Title	Mira Prinz-Arey	Councilwoman
Phone/email	(201) 547-5092	MPrinz-Arey@jcnj.org

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

Resolution Purpose

The City of Jersey City and the Board of Education desire to designate the parking lots available on the premises open to the public for parking between the hours of 6:00 p.m. and 6:00 a.m. on Monday afternoon through Friday morning and 6:00 p.m. through 6:00 a.m. on Friday evening through Monday morning.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019 between the Jersey City Board of Education (hereinafter referred to as the "BOE" or "Licensor"), whose address is 346 Claremont Ave, Jersey City, NJ 07305 and the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City" or "Licensee"), whose address is 280 Grove Street, Jersey City, NJ 07302.

By this Agreement the BOE grants permission to the Licensee to enter onto property owned by the BOE which Public School 28, which is located at Block 2206, Lot 3 and Public School 24, which is located at Block 20602, Lot 67 in the City of Jersey City (hereinafter referred to as the "Premises"). Licensee intends to use the Premises to allow for public parking and to collect parking fees for public parking, which may involve the installation of a pay station on 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.

1. The term of this License is for a period of one (1) year effective after this Agreement is executed by City officials.
2. The public shall be able to park on the Premises during the following hours:
 - i. Monday evening through Tuesday Morning: 6:00 P.M. – 6:00 A.M.
 - ii. Tuesday evening through Wednesday Morning: 6:00 P.M. – 6:00 A.M.
 - iii. Wednesday evening through Thursday Morning: 6:00 P.M. – 6:00 A.M.
 - iv. Thursday evening through Friday Morning: 6:00 P.M. – 6:00 A.M.
 - v. Weekend hours: 6:00 PM, Friday evening through 6:00 AM, Monday morning.
3. The Licensee shall be permitted to use the Premises for the following activities:
 - a. Entering on the Premises to install a pay station and parking regulation signs.
 - b. Enforce parking regulations. If any vehicles are illegally parked on the Premises after 6:00 a.m. the Licensee will remove the cars from the lot before 7:00 a.m.
 - c. Collect parking fees from the pay station.
4. All monies collected from the pay station shall be divided between the Licensee and the Licensor with the Licensee (City) receiving 60% and the Licensor (BOE) receiving 40%. While this agreement is in effect, the City will use all revenue generated for maintenance, administration, parking enforcement and improvements for the Premises

which may include, but not be limited to, cleaning, repaving, line painting, and snow removal. Upon termination of the agreement, all remaining City funds will be transferred to the City's general fund.

5. The BOE shall be responsible for notifying the City of any vehicles that remain parked on the Premises in violation of the posted hours after 6:00 a.m. Upon notification by the BOE, or its designee, of vehicles that are parked in violation of the posted hours, the City shall tow the vehicles from the Premises.
6. Any damage to the Premises 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, the Licensor shall have the right to make such repairs and the Licensee agrees to reimburse the Licensor for all costs and expenses thereof. Upon expiration of this Agreement, Licensee shall restore the Premises to the condition in which it was found prior to the Licensee's access to the property, which shall include the removal of any improvements installed by the Licensee.
7. 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 during the hours that the Licensee has access to the Premises. The Licensee further agrees to indemnify and hold harmless the BOE, 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 the BOE, defend against such claims.
8. 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.
9. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the Licensor.
10. The entire agreement between the Licensee and Licensor is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
11. City 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.
12. Unless both Licensor and Licensee elect to renew this Agreement, 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 use of the Premises on _____, 2020.

13. 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.

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

Licensor: Jersey City Board of Education
364 Claremont Avenue
Jersey City, NJ 07305

Licensee: Business Administrator
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

15. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the 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.

16. 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.

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

18. This Agreement shall terminate one (1) year after this Agreement is executed by City officials.

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

AGREED to this _____ day of _____, 2019.

(Licensor)

By: _____

Attest: _____

CITY OF JERSEY CITY

By: _____
Brian Platt
Business Administrator

Attest: _____
Robert Byrne
City Clerk