RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL adopted the following resolution: offered and moved

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 $211,850,363.

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:

   DESCRIPTION: PRIOR YEAR BILL BODY ARMOR REPLACEMENT FUND
   ACCOUNT: 30-471 GRANT
   FROM: $0.00 $0.00
   TO: $2,623 $81,307
   TOTAL INCREASE: $83,930

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

APPROVED: /s/ Business Administrator

APPROVED: /s/ Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>N.V.</th>
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<tbody>
<tr>
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</table>

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

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>BUDGET</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>ROZANI PELC-PENTEADO</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4964</td>
<td><a href="mailto:PELCR@JCNJ.ORG">PELCR@JCNJ.ORG</a></td>
</tr>
</tbody>
</table>

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 OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANT RECEIVED.

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date 2/5/2019
RESOLUTION AUTHORIZING THE CHANGE OF CUSTODIANS OF PETTY CASH FUNDS

COUNCIL OFFERED AND MOVED adoption of the following resolution:

WHEREAS, in accordance with N.J.S.A. 40:5-21, the City of Jersey City, of Hudson County is changing custodians of petty cash funds as listed below:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Assessor</td>
<td>Jacinda Velazquez</td>
<td>Laura Tacuri</td>
<td>$200</td>
</tr>
<tr>
<td>Recreation</td>
<td>Donna Ward</td>
<td>Simuel Wilson</td>
<td>$200</td>
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WHEREAS, the above named custodians will be bonded for a minimum of $1,000.00 each by virtue of a surety bond.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council, of the City of Jersey City, County of Hudson County, hereby authorizes such action and that two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

APPROVED:  
APPROVED AS TO LEGAL FORM  
Certification Required  
Not Required  
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
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<tr>
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<td>LAVARRO, PRES.</td>
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N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET - NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CHANGE OF CUSTODIANS OF PETTY CASH FUNDS

Initiator

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<tbody>
<tr>
<td>Administration</td>
<td>Donna Mauer</td>
<td>201-547-5042</td>
</tr>
<tr>
<td>CFO</td>
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<td><a href="mailto:donnam@jcnj.org">donnam@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 authorize the change of custodians of petty cash funds as per below:

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I certify that all the facts presented herein are accurate.

[Signature of Department Director]  [Date]

1/30/19
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A
DISCHARGE OF MORTGAGE AFFECTING 1209 SUMMIT AVENUE, UNIT #420,
A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on, May 26, 2017 Zhen Su ("Borrower") executed a Mortgage and Note in favor
of the City of Jersey City (the "City") to secure the City's loan in the amount of $36,246.58;
and

WHEREAS, the Mortgage was recorded on June 5, 2017 in Book 18962 at Page 948 of the
Register of Deeds for Hudson County; and

WHEREAS, the Mortgage affects property known as 1209 Summit Avenue, Unit #420 a/k/a
Block 897, Lot 10, f/k/a Block 1309, Lot 9; and

WHEREAS, the Mortgage provided that "[u]pon performance of the promises contained in
the Note and Mortgage, the Municipality will prepare and deliver to the then current owner
a Discharge of the Mortgage or other document evidencing release from further obligation";
and

WHEREAS, the Note provided that the Borrower must "occupy the home as a primary
residence for one year from the date of closing title"; and

WHEREAS, the Jersey City Division of Community Development (the "Division") has received
an affidavit from the Borrower stating that he has occupied the home as his primary
residence for one year from the date of closing title, attached hereto as Exhibit A; and

WHEREAS, the Division is requesting that the City's mortgage be released because the
Borrower has performed the promises contained in the Note and Mortgage; 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 $36,246.58 affecting property known as 1209
Summit Avenue, Unit #420, a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9.

HCB/mno 1/6/2019
APPROVED:  
APPROVED:  
Business Administrator
Corporation Counsel
Certification Required □ Not Required □ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<td>RIVERA</td>
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<td>LAVARRO, PREG</td>
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✓ 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 FACT SHEET

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Housing, Economic Development, and Commerce (HEDC)</th>
<th>Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
<td>Real Estate Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4793</td>
<td><a href="mailto:hairstonr@jenj.org">hairstonr@jenj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This resolution authorizes the Business Administrator to sign a discharge of mortgage for the City’s mortgage affecting 1209 Summit Avenue, Unit 403.

In October 2017, the City and the Borrower entered into a mortgage with the requirement that the Borrower would occupy the Unit as his primary residence for one year thereafter. The City has received evidence that the Borrower has fulfilled this requirement. Therefore, the City is obligated to discharge its mortgage.

I certify that all the facts presented herein are accurate,

[Signature]

[Date]
Exhibit A
AFFIDAVIT

I, Zhen Su, do hereby affirm:

1. I am currently the owner of property located and 1209 Summit Avenue, Unit 420, Jersey City, NJ 07301. The property is listed in the City’s tax records as Block 501, Lot 2, C0420.

2. I attest that I occupied Unit 420 located at 1209 Summit Avenue within sixty (60) days from the date of closing title.

3. I attest that I continuously occupied Unit 420 located at 1209 Summit Avenue in Jersey City as my primary residence for one year from the date of closing title.

4. I hereby affirm the above information is accurate. If any of the information herein is willfully false, I am subject to punishment.

Date: 1/8/2019

State of New-Jersey New York
County of Hudson
Subscribed and sworn to before me on this 18 day of January, 2019

Zhen Su

Notary Public of the State of New-Jersey New York

MICHAEL SCOTT NORBER
Notary Public - State of New York
NO. 01NO6349929
Qualified in New York County
My Commission Expires Oct 31, 2020
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-075
Agenda No. 10.D
Approved: FEB 14, 2019

TITLE:

RESOLUTION AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT FOR 88-96 VIRGINIA AVENUE A/K/A BLOCK 21101, LOT 57.01, 57.02, 57.03, 57.04, 57.05, BLOCK 1978, LOT 41.99

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on March 22, 2018 the City provided $863,100 in HOME funds to Garden State Episcopal Community Development Corp (Owner) to purchase a home at 88-96 Virginia Avenue a/k/a Block 21101, Lot 57.01, 57.02, 57.03, 57.04, 57.05 f/k/a Block 1978, lot 41.99; and

WHEREAS, on October 16, 2018 the City's Mortgage was recorded in Book 19265 at Page 626 of the Register of Deeds for Hudson County; and

WHEREAS, in addition, the owner has received a construction loan from M&T Bank in amount of $1,265,000; and

WHEREAS, to obtain the new first mortgage, M & T Bank, the new lender, requires the City to subordinate its mortgage; and

WHEREAS, the property has recently appraised for $2,590,000; and

WHEREAS, the Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property,

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 Mortgages Subordination Agreement in a form approved by the Corporation Counsel, subordinating the City's Mortgage securing by 88-96 Virginia Avenue a/k/a Block 21101, Lot 57.01, 57.02, 57.03, 57.04, 57.05 f/k/a Block 1978, lot 41.99 to the new first mortgage with M & T Bank, not to exceed $1,265,000, subject to the receipt of a clear title report through the date of closing.

JML/mm/1/16/2019

APPROVED: JML

APPROVED AS TO LEGAL FORM:

Certification Required

APPROVED:

Business Administrator

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.19

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<td>LAVARRO, PRES                      ✓</td>
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</table>
| Ridley R. Lavano, Jr., President of Council

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

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 88-96 Virginia Avenue A.K.A. Block 21101, Lot 57.02 F.K.A. Block 1978 Lot 41.99

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Hedc</th>
<th>Community Development</th>
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<tr>
<td>Phone/email</td>
<td>201-547-547593</td>
<td><a href="mailto:Hairston@icni.org">Hairston@icni.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

It is necessary for the City to subordinate its mortgage to allow the owners Garden State Episcopal Community Development Corp to obtain a construction loan from M & T Bank to construct five (5) 2 family homes.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this _ day of January 2019, by and among the following: Garden State Episcopal Community Development Corp, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and M & T’s Bank, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a new first Loan to Borrower(s), requires the discharge of the existing first Mortgage and subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 88-96 Virginia Avenue, a/k/a Block 21101, Lots 57.01, 57.02, 57.03, 57.04, 57.05, Block 1978, Lot 41.99, Jersey City, New Jersey.

2. The superior debt is more fully described in a note in the original principal sum of $1,265,000 and executed by Borrowers, made payable to Lender and secured by a mortgage which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sums of $863,100 executed by Borrowers on March 22, 2018 and, recorded with the Hudson County Registrar and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this _day of January, 2019

M & T Bank

By: ______________________

CITY OF JERSEY CITY

By: ______________________

Brian Platt
Business Administrator

STATE OF NEW JERSEY )
ss.:
COUNTY OF HUDSON )

I CERTIFY that on January 2019, Brian Platt personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

By: ______________________

James LaBianca
Attorney at Law
State of New Jersey

2
RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES DUE TO AFFORDABLE HOUSING RESTRICTIONS ON VARIOUS PROPERTIES

WHEREAS, properties whose titles are subject to Affordable Housing Covenants and Remedies are treated differently in valuation for assessing purposes; and

WHEREAS, affordable housing deeds state the restrictions in place which will have a depreciating effect on property values due to limitations on resale pricing which is designed to secure a public benefit for the maintenance of affordable housing units; and

WHEREAS, the 2018 City-wide revaluation of the City of Jersey City has assessed properties on the attached, “SCHEDULE A” at market rate, without recognizing government easements/restrictions for the year 2018; and

WHEREAS, the New Jersey Department of Community Affairs, Counsel on Affordable Housing (COAH) has developed calculators used by municipalities in valuing such type of properties; and

WHEREAS, properties listed on “SCHEDULE A”, show the calculated maximum allowable resale price based on the COAH calculations which serve as the restricted market price; 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 the 2018 prorated amounts in the amounts as specified in “Schedule A”.

2. Credit or refund all monies due to owners if applicable as specified on the schedule.

APPROVED:  
Business Administrator  

APPROVED AS TO LEGAL FORM  
Corporation Counsel  

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<td>RIVERA</td>
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Rudolph R. Lavaro, Jr., President of Council  
Robert Byrne, City Clerk
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<tr>
<th>Department/Division</th>
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<td>Phone/email</td>
<td>Ext. 4707</td>
</tr>
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<td></td>
<td><a href="mailto:Edward@jcnj.org">Edward@jcnj.org</a></td>
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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 cancellation of 2018 taxes on properties whose titles contain restrictions in terms of its resale values which impact property valuations. The total amount of credits or refund amount to $67,323.12

I certify that all the facts presented herein are accurate.

Signature of Department Director: __________________________ Date: 1/17/19
# Schedule A

## Affordable Housing Units

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<th>2018 Reval Value</th>
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The total values for the entire document are as follows:

- 2,024,959
- 3,868,700
- 8,393,103
- 4,524,403
- 67,323.12
RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on January 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 Jackson Hill Main 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 February 14, 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 Jackson Hill Main Special Improvement District for the budget year January 1, 2019 through December 31, 2019; 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 Jackson Hill Main 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.

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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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N.Y.: Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
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 JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator

<table>
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<th>Office of the City Clerk</th>
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<tr>
<td>Name/Title</td>
<td>Robert Byrne</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:rbyrne@jcni.org">rbyrne@jcni.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose
TO ACCEPT THE ASSESSMENT ROLL FOR THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
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<th>Block</th>
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<th>Qual</th>
<th>Owner</th>
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$244,105.02
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 Jackson Hill Main Street 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 THURSDAY, FEBRUARY 14, 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 ADOPTING AND RATIFYING THE 2019 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of January 9, 2019 the Municipal Council of the City of Jersey City introduced and approved the Jackson Hill Main Special Improvements District following budget for the period January 1, 2019 through December 31, 2019, 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 February 14, 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 advertised; 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 Jackson Hill Main 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 $284,100.00 for the Jackson Hill Main Special Improvement District for the period January 1, 2019 through December 31, 2019, which sum shall be raised by taxation during the period January 1, 2019 through December 31, 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 Jackson Hill Main Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RBJ/j

APPROVED: 

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<td>ROBINSON</td>
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✓ indicates Vote

N.V.-Not Voting (Abstain)

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

Rynard R. Lavaro, 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

<table>
<thead>
<tr>
<th>RESOLUTION ADOPTING AND RATIFYING THE 2019 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY</th>
</tr>
</thead>
</table>

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the City Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Byrne</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:rbyme@cnj.org">rbyme@cnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

TO ACCEPT THE 2019 BUDGET FOR THE JACKSON HILL MAIN STREET 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 JACKSON HILL MAIN STREET BUDGET

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2018 PROJECTED</th>
<th>2018 ACTUAL</th>
<th>UNDER/OVER</th>
<th>2019 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>SID ASSESSMENT</td>
<td>$244,100</td>
<td>$244,100</td>
<td>$0</td>
<td>$244,100</td>
</tr>
<tr>
<td>JACKSON HILL HONORS</td>
<td>$0</td>
<td>$5,000</td>
<td>($5,000)</td>
<td>$5,000</td>
</tr>
<tr>
<td>JACKSON HILL STREET FESTIVAL</td>
<td>$3,596</td>
<td>$5,000</td>
<td>($1,404)</td>
<td>$5,000</td>
</tr>
<tr>
<td>JACKSON HILL HOLIDAY MART</td>
<td>$0</td>
<td>$5,000</td>
<td>($5,000)</td>
<td>$5,000</td>
</tr>
<tr>
<td>GRANTS</td>
<td>$0</td>
<td>$25,000</td>
<td>($25,000)</td>
<td>$25,000</td>
</tr>
<tr>
<td>INTEREST ON SAVINGS</td>
<td>$110</td>
<td>$110</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DONATIONS</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$247,806</strong></td>
<td><strong>$249,100</strong></td>
<td><strong>($1,294)</strong></td>
<td><strong>$238,100</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>2018 PROJECTED</th>
<th>2018 ACTUAL</th>
<th>UNDER/OVER</th>
<th>2019 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative/Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries/Benefits</td>
<td>$89,250</td>
<td>$89,250</td>
<td>$0</td>
<td>$89,250</td>
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<tr>
<td>Grant Writing Consultant</td>
<td>$0</td>
<td>$30,000</td>
<td>($30,000)</td>
<td>$30,000</td>
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<tr>
<td>Insurance</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$0</td>
<td>$2,500</td>
</tr>
<tr>
<td>Rent</td>
<td>$14,400</td>
<td>$14,400</td>
<td>$0</td>
<td>$14,400</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$0</td>
<td>$1,000</td>
<td>($1,000)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Accounting/Audit</td>
<td>$8,200</td>
<td>$6,000</td>
<td>$2,200</td>
<td>$6,000</td>
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<tr>
<td>Utilities</td>
<td>$2,176</td>
<td>$2,100</td>
<td>$76</td>
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<tr>
<td>Telephone/Internet</td>
<td>$2,800</td>
<td>$2,100</td>
<td>$700</td>
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<tr>
<td>Postage</td>
<td>$137</td>
<td>$286</td>
<td>($149)</td>
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<tr>
<td>Office Supplies/Equip</td>
<td>$1,563</td>
<td>$2,500</td>
<td>$937</td>
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<tr>
<td>Computer Software</td>
<td>$0</td>
<td>$150</td>
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<td>Business Registration Fees</td>
<td>$443</td>
<td>$100</td>
<td>$343</td>
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<td>Bank Service Charge</td>
<td>$70</td>
<td>$114</td>
<td>$44</td>
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<td><strong>Appearance/Maintenance</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Holiday Decorations on Corridor</td>
<td>$0</td>
<td>$5,000</td>
<td>($5,000)</td>
<td>$5,000</td>
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<tr>
<td>Street Cleaning/Maintenance</td>
<td>$101,500</td>
<td>$101,500</td>
<td>$0</td>
<td>$101,500</td>
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<tr>
<td>Beautification Program</td>
<td>$0</td>
<td>$5,000</td>
<td>($5,000)</td>
<td>$5,000</td>
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<tr>
<td><strong>Marketing</strong></td>
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<td></td>
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<tr>
<td>Newsletter</td>
<td>$3</td>
<td>$3,000</td>
<td>($2,997)</td>
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<tr>
<td>Web Site</td>
<td>$1,200</td>
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<td>$0</td>
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<tr>
<td>Promotions/Printing</td>
<td>$600</td>
<td>$1,500</td>
<td>($900)</td>
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<tr>
<td><strong>Jackson Hill Special Events</strong></td>
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<td></td>
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<tr>
<td>Community BBQ</td>
<td>$1,711</td>
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<td>$1,711</td>
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<tr>
<td>Workshops/Travel</td>
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<td>Annual Membership Mtg.</td>
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<td>Jackson Hill Honors</td>
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<tr>
<td>Jackson Hill Street Festival</td>
<td>$6,671</td>
<td>$8,000</td>
<td>($1,329)</td>
<td>$8,000</td>
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<tr>
<td>JH Holiday Mart/Tree Lighting</td>
<td>$0</td>
<td>$3,000</td>
<td>($3,000)</td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>$231,468</strong></td>
<td><strong>$289,100</strong></td>
<td><strong>($57,632)</strong></td>
<td><strong>$238,100</strong></td>
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<td><strong>SURPLUS/DEFICIENCY</strong></td>
<td><strong>$13,338</strong></td>
<td><strong>$5,000</strong></td>
<td><strong>$33,338</strong></td>
<td><strong>$0</strong></td>
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</table>

A public hearing on the Jackson Hill Main Street Special Improvement District FY2019 Budget as introduced January 9, 2019, will be held Thursday, February 14, 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. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne, City Clerk
RESOLUTION ESTABLISHING THE POLICIES FOR THE PAYMENT OF CLAIMS PURSUANT TO N.J.S.A. 40A:5-16, N.J.A.C. 5:30-9A.6 AND N.J.A.C. 5:31-4.1

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40A:5-16 requires that the governing body of any local unit shall not pay out of its monies unless:

(a) The person claiming or receiving payment first presents a detailed bill of items or demand, specifying particularly how the bill or demand is made up (the Invoice), with the certification of the party claiming payment that the bill or demand is correct (the Claimant Certification).

(b) The payment carries a written or electronic certification of some officer or duly designated employee of the local unit having knowledge of the facts that the goods have been received by, or the services rendered to, the local unit (certification receiving report of the user department); and

WHEREAS, N.J.A.C. 5:30-9A.6 and N.J.A.C. 5:31-4.1 allow greater flexibility for local units and authorities for enacting standard policies by resolution regarding claimant or vendor certifications as set forth in N.J.S.A. 40A:5-16; and

WHEREAS, a claimant or vendor certification is a "wet" signature for the party claiming that the demand for payment is correct; and

WHEREAS, the Chief Financial Officer and the Purchasing Agent have determined that a claimant certification will no longer be required except for the advance or reimbursement of employee expenses, or for services provided exclusively and entirely by an individual (e.g. sole proprietors); and

WHEREAS, eliminating the requirement for a claimant certification reduces the steps in making payments to vendors and will greatly expedite the process for paying vendors; and

WHEREAS, upon the approval of this resolution the Chief Financial Officer will communicate internal accounting controls as set forth below and has determined same to be sufficient to avoid errors and fraud in the processing of claims for payment;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following internal accounting controls presented by the Chief Financial Officer are adopted as City policy for the Payment of Claims:

1) All procurement transactions must originate by way of a requisition in the City financial system. Requisitions will not be processed without an approval of the Department Director or a designee approved by the Department Director; and

2) Prior to claims for payment being submitted, invoices must be reviewed by the Department Director or designee to verify that the work was performed or the goods received as authorized and that the prices are consistent with original proposals; and

3) Submitted claims for payment (e.g. Purchase Order, Partial Payment Voucher, NC Voucher) must have a detailed invoice attached and be signed by the person responsible who has direct knowledge that the work was performed or goods received as well as by the Department Director; and
Continuation of Resolution
City Clerk File No. ___Res. 19-079___
Agenda No. 10. H
FEB 14 2019

TITLE:

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:30-9A.6 and N.J.A.C. 5:31-4.1, the City of Jersey City exercises its discretion not to require claimant certifications except for the advance or reimbursement of employee expenses or for services provided exclusively and entirely by an individual (e.g. sole proprietors); and

BE IT FURTHER RESOLVED that this resolution is effective upon its adoption for all claims to be paid after February 14, 2019.

APPROVED:

APPROVED AS TO LEGAL FORM

CERTIFICATION REQUIRED  □

RECROD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✅</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✅</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
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<tr>
<td>PRINZ-AREY</td>
<td>✅</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✅</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
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<tr>
<td>BOGGIANO</td>
<td>✅</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

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

Rolando H. Lavaro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
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Full Title of Ordinance/Resolution

POLICIES FOR THE PAYMENT OF CLAIMS PURSUANT TO N.J.S.A. 40A:5-16, N.J.A.C. 5:30-9A.6 AND N.J.A.C. 5:31-4.1

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Management &amp; Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Donna Mauer</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</td>
<td><a href="mailto:DonnaM@jcnj.org">DonnaM@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The resolution will set the policies for the payment of claims regarding the vendor certification currently required.

I certify that all the facts presented herein are accurate.

Signature of Department Director 1/31/19 Date
RESOLUTION Approving the Appointment of Municipal Prosecutors in the Jersey City Municipal Court for Terms of One Year

COUNCIL

WHEREAS, N.J.S.A. 2B:25-4 provides that each Municipal Court in New Jersey shall have Municipal Prosecutors to serve for a term of one year from the date of their appointments; and

WHEREAS, under N.J.S.A. 2B:25-5a, Municipal Prosecutors shall prosecute all offenses within the statutory jurisdiction of the Municipal Court as defined by law, including but not limited to municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction; and

WHEREAS, the Mayor has appointed Gloria Oh, for a one year term as a Part-Time Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council; and

WHEREAS, the Mayor has also appointed Hannah Bartges, Cheneise Wright and Brittany Murray Part-Time Municipal Prosecutors on an as needed basis for the City of Jersey City for a one year term; and

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

1. The appointment of Gloria Oh, as a Part-Time Municipal Prosecutor, be and is hereby approved with one year term of office to commence on or about February 14, 2019 and to expire on February 13, 2020.

2. The appointments of Hannah Bartges, Cheneise Wright and Brittany Murray as Part-Time Municipal Prosecutors on an as needed basis, be and are hereby approved with one year terms of office to commence on or about February 14, 2019 and to expire on February 13, 2020.

3. The Municipal Prosecutors shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

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

Rafael R. Lavarrero, 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 APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS IN THE JERSEY CITY MUNICIPAL COURT FOR TERMS OF ONE YEAR

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Mayor's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Steven M. Fulop</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Resolution approving the appointment of Gloria Oh as Part-Time Municipal Prosecutor and Hannah Bartges, Cheneise Wright and Brittany Murray as Part-Time Municipal Prosecutors on an as needed bases for the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date 1/80/19
January 28, 2019

Council President and Members of the Municipal Council
280 Grove Street
Jersey City, New Jersey 07302

Re: Appointment of Gloria Oh as a Part-Time Municipal Prosecutor

Dear President and Members of the Municipal Council:

In accordance with N.J.S.A. 2B:25-4, please be advised that I have appointed Gloria Oh, for a one year term as a Municipal Prosecutor of the Municipal Court of Jersey City.

In accordance with N.J.S.A. 2B:12-4(b) and Section 8 of the Jersey City Municipal Code, I respectfully request the advice and consent of the Municipal Council to these appointments.

Very truly yours,

STEVEN M. FULOP
Mayor

SMF/igp

C: Robert Byrne, City Clerk
   Peter Baker, Corporation Counsel
   Brian Platt, Business Administrator
Gloria Oh, Esq.

WORK EXPERIENCE

Gloria Oh Law Group, LLC (Englewood Cliffs) September, 2012-Present
Attorney, Managing Member

• Prosecutor, Central Municipal Court; Alternate Prosecutor, Edgewater, Ridgefield & Bergenfield Municipal Courts
• Provide legal services in the areas of Real Estate Law, Zoning, Tax Appeal, Banking/Finance and Municipal Court Practice
• Admitted to New Jersey Bar, May, 2012; Admitted to United States District Court, District of New Jersey, June, 2012
• Admitted to New York Bar, December 2017
• Bank Review Attorney
• SBA 504 Designated Closing Attorney

Northeast New Jersey Legal Services (Hackensack) September, 2009-December, 2009
Legal Externship

• Performed legal research and drafted memoranda and motions in Consumer Law Division under supervision
• Proficient in interviewing clients and learned through accompanying assigned attorney to court appearances
• Practiced communication with clients to follow up on various stages of cases

Owner and Managing Member

• Started and managed a full service title agency covering New York and New Jersey
• Provides title searches, title insurance and escrow settlement services
• Offers bi-lingual services (English & Korean)

Commerce Bank n/k/a TD Bank (Fort Lee) May, 2002-December, 2004
Senior Branch Manager

• Responsible for hiring and opening the Fort Lee Branch
• Recipient of the Chairman’s 2004 Rookie of the Year award

Citigroup (Fort Lee) October, 2000-May, 2002
Commercial Relationship Manager

• Managed top-tier commercial client portfolio

National Westminster Bank n/k/a Bank of America (Fort Lee) August, 1995-June, 1996
Professional and Business Banker

• Managed and developed a portfolio of physicians, attorneys and business owners

Chase Manhattan Bank (New York City and Palisades Park) August, 1986-August, 1995

• Began banking career completing 12 months intensive Consumer Management Training Program in New York City

COMMUNITY EXPERIENCE

• Englewood Cliffs Councilwoman since January 2012
• Vice Chair of Democratic Committee of Bergen County (3/2016-12/2017)
• Member of Board of Health, Englewood Cliffs 2009
• Past President of the Fort Lee Regional Chamber of Commerce
• Past member of the Korean-American Association of Fort Lee
• Recipient of 2011 Korean-American Association Person of the Year

SKILLS

• Fluent in Korean

EDUCATION

PACE UNIVERSITY SCHOOL OF LAW, White Plains, NY- Juris Doctor, May 2011
BOSTON UNIVERSITY, Boston, MA - Bachelor of Arts in Psychology and minor in Business Administration, May, 1986

REFERENCES AVAILABLE UPON REQUEST
EDUCATION
Elisabeth Haub School of Law at Pace University
Juris Doctor, magna cum laude, (May 2017)
GPA: 3.62 Rank: 27/170 (top 15%)
Honors: Acquisitions Editor, PACE ENVIRONMENTAL LAW REVIEW
Federal Judicial Honors Program
Dean’s List (5 of 6 semesters)
Activities: Environmental Law Society, R.A. for Professor Noa Ben-Asher, Dean’s Scholar

Florida State University
Bachelor of Science, magna cum laude, (December 2013)
GPA: 3.71
Major: Biology Minor: Chemistry
Honors: Phi Beta Kappa (2013)
Dean’s List (4 of 7 semesters), President’s List (Fall 2011)

BAR ADMISSION
New Jersey, Admitted 2018

PROFESSIONAL EXPERIENCE
City of Jersey City Law Department September 2018 – Present
Assistant Corporation Counsel, Jersey City, NJ
Research and evaluate the interplay between federal, state, and local law to draft ordinances and resolutions for a wide variety of subjects ranging from taxation to stormwater management. Advise the Jersey City Municipal Council and Jersey City administrative entities on matters concerning municipal law. Negotiate, coordinate, and draft agreements between parties for environmental remediation projects. Prepare mortgage discharges and subordinations for affordable housing programs.

Superior Court of New Jersey, Union Vicinage September 2017 – September 2018
Law Clerk for the Honorable Judge John M. Deitch, J.S.C., Elizabeth, NJ
Drafted legal memorandum for pending motions to suppress physical statements and evidence, municipal appeals, and petitions for post-conviction relief. Observed testamentary hearings, oral arguments, sentencings, arraignments, and trial proceedings. Prepared jury instructions, voir dire questionnaires, and other trial documents. Mediated Special Civil Division disputes. Maintained the courtroom’s motion schedule and tracked progress of all pending motions.

Pace Environmental Litigation Clinic August 2016 – May 2017
Legal Intern, White Plains, NY
Worked with a team to prepare briefs for the Second Circuit on Clean Water Act 401 permitting challenges, Fifth Amendment takings claims, and agency public interest determination challenges. Reviewed Second Circuit briefs for grammar and citation. Assisted in oral argument moots. Drafted debarment petition for EPA and petition for rehearing en banc in the Second Circuit.

Center For Biological Diversity Summer 2016
Law Clerk, St. Petersburg, FL
Prepared comment letters for federal Clean Water Act section 404 and National Marine Sanctuary expansion decisions. Presented comment at state committee meeting opposing proposed Florida Black Bear hunting regulations. Participated in meetings exploring different possible litigation strategies for projects affecting
endangered and threatened species. Drafted comment letter discussing the importance of environmental education in support of the inclusion of environmental education programs in federal education grant proposals.

**U.S. District Court for the Southern District of New York**
*Intern for the Honorable Judge Edgardo Ramos, New York, NY*
Spring 2016
Drafted opinions for summary judgment motions and motions to dismiss for cases involving Equal Pay Act, Title VII, negligence, and breach of contract claims. Analyzed federal and state statutes and case law to determine possible case outcomes. Attended voir dire, sentencing hearings, and pre motion conferences. Reviewed final drafts of opinions.

**Environmental Protection Agency Region 2**
*Office of Regional Counsel Criminal Division Law Clerk, New York, NY*
Fall 2015
Researched legal questions for criminal prosecutions under the United States Code, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Clean Air Act, and other federal environmental statutes. Drafted memoranda of law for ongoing criminal actions. Conducted detailed review of large amounts of documents for ongoing cases. Identified information collected during civil investigations that is applicable to criminal prosecutions. Worked with a team to identify charges and develop arguments for criminal enforcement actions.

**United States Department of Justice Environment and Natural Resources Division**
*Environmental Enforcement Law Clerk, Washington, DC*
Summer 2015
Drafted memoranda of law for ongoing enforcement actions involving federal environmental statutes such as the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), and Clean Air Act. Researched legal questions for new enforcement actions referred from the EPA. Drafted consent decrees at preliminary stages of settlement discussions for ongoing enforcement actions. Analyzed deposition transcripts for beneficial witness testimony. Attended settlement discussions with defendants, meetings with EPA representatives, closing argument moots, and 30(b)(6) deposition prep sessions. Assisted trial team with cite checking post trial documents such as findings of fact and conclusions of law.
Cheneise V. Wright

BAR ADMISSIONS

New Jersey, May 2018
Delaware, December 2018

EDUCATION

Aug. 2014 – May 2017 Widener University Delaware Law School - Wilmington, DE
Juris Doctor
Activities: Delaware Journal of Corporate Law (write-on); Carpenter-Walsh Delaware Pro Bono Inn of Court; Black Law
Students Association, President; Phi Alpha Delta Fraternity; Judicial Intern Opportunity Program Participant; and
1L Mock Trial Competition Participant
Honors: Dean’s List; Pro bono Distinction; Outstanding Student Service Award

Aug. 2008 - May 2012 Rutgers University - New Brunswick, NJ
Bachelor of Arts in History & Political Science; Africana Studies

EXPERIENCE

Sept. 2018 - Present City of Jersey City, Law Department, Jersey City, NJ
Assistant Corporation Counsel
- Defending the City of Jersey City

Judicial Law Clerk for the Hon. Arnold L Natali, P.J.Ch., Hon. Arthur Bergman, J.S.C., Hon. Carlia M. Brady, J.S.C., and
Hon. Vincent LeBlon, J.S.C.
- Assisted the Judges in addressing the substantive and procedural issues of at least 40 motions per motion cycle including
drafting bench memoranda, opinions, and orders in chancery, probate, and foreclosure matters.
- Addressed more than 10 emergent Orders to Show Cause, Stays of Removal, and Stays of Sheriff’s Sale per week.
- A certified mediator of foreclosure, small claims, and landlord/tenant matters.

Jan. 2016 – May 2017 The City of Wilmington Law Department, Wilmington, DE
Law Clerk
- Participated on the litigation team for a Delaware Supreme Court appeal, which included discovery document
review, deposition summarization, and drafting significant portions of the appellate brief.
- Addressed employment, ERISA, tax, insurance, and environmental law, as well as ADA and FOIA claims by providing City
Solicitors with legal research and drafting memoranda.
- Conducted contract reviews, drafted contract amendments, observed contract negotiations.
- Conducted research on policy changes by reviewing applicable law, current policies and legislative intent.

Aug. 2016 – April 2017 United States District Court for the District of Delaware, Wilmington, DE
Judicial Extern to the Honorable Gregory M. Sleet
- Substantially contributed to the drafting of multiple opinions on issues including patent and trademark claims, bankruptcy,
social security administration decisions, and 42 USCS § 1983 claims.
- Gained extensive knowledge of the motion process for federal court.

Law Clerk
- Provided litigation assistance on state appellate and federal criminal law issues including conducted legal research for
criminal and constitutional law issues and reviewing and summarizing discovery documents required for trial.

Judicial Intern to the Honorable Jerome B. Simandle, Chief Judge
- Substantially contributed to the drafting of multiple opinions on issues including a 42 USCS § 1983 claim, a consumer fraud
matter, and breach of warranty claims.

OTHER EXPERIENCE
- Assisted the Dean of Widener University Delaware Law School with researching and reviewing an amicus brief for the
Redskins’ trademark appeal (Pro-Football, Inc. v. Blackhorse).
- Research Assistant for the Delaware State Bar Association’s Corporation Law Section Council to determine if employees of
the TransPerfect, Co. were permitted to contest the sale of the Company.
- The 2012-2013 Parent and Community Liaison for AmeriCorps VISTA at Stockton University where I developed leadership
training for Atlantic City School District; recruited, supervised, and managed over 50 volunteers; and secured
partnership between various community organizations.
EDUCATION
SETON HALL UNIVERSITY, School of Law
Juris Doctor

- Honor: Dean’s Scholarship
- Pro Bono: Disability Rights New Jersey (Spring ’15), NJ Leap Debate Mentor (Spring ‘14)
- Research Assistant: Office of Career Services (Fall ’13)
- Activities: Student Mentor, Sports and Entertainment Law Society, UVA Softball Tournament Organizer

UNIVERSITY OF MARYLAND, College Park
Bachelor of Arts; History
- GPA: 3.55/4.00
- Honors: Dean’s List, Phi Alpha Theta Honor Society, All-ACC Academic Honor Roll
- Activities: Division I Varsity Softball, Captain; Academic Tutor

BARS AND COURT ADMISSIONS
New Jersey, New York
United States District Court, District of New Jersey

WORK EXPERIENCE
CITY OF JERSEY CITY LAW DEPARTMENT
Jersey City, New Jersey
Assistant Corporation Counsel, October 2018 - present
Member of litigation unit responsible for defense of the state’s second largest city, its entities and employees, against state and federal constitutional claims, as well as suits arising under the New Jersey Tort Claims Act.

COTTRELL SOLENSKY, P.A.
Newark, New Jersey
Associate Attorney, October 2016 - September 2018
Litigation associate responsible for case management from inception through trial preparation. Conducted over eighty (80) depositions; settled matters in New Jersey, New York and federal courts; achieved dismissal of client from multi-party vehicle accident and grant of summary judgment in Superior Court. Second Chair on trial that resulted in defense verdict.

THE HONORABLE FREDERIC R. McDaniel, J.S.C., UNION COUNTY, CRIMINAL PART
Elizabeth, New Jersey
Judicial Law Clerk, August 2015 - August 2016
Assisted in legal research during all stages of a criminal case; from pre-trial motions to post-conviction relief. Prepared eight trial binders and completed over forty bench memoranda that were the basis for as many written opinions. Continually handled Megan’s Law discovery and data entry, weekly sentencing reports, motion calendar and correspondence.

DIRIENZO, Diriенко & Dulinski, P.A.
Westfield, New Jersey
Summer Associate/Law Clerk, May 2014 - January 2015
Drafted civil litigation documents. Completed a motion to compel, four motions for summary judgment, answers to civil interrogatories, and an opposition to dismissal. Reviewed and summarized deposition transcripts.

THE HONORABLE JEFFREY R. JABlONSKI, HUDSON COUNTY, CIVIL PART
Jersey City, New Jersey
Judicial Extern, February 2014 - May 2014
Performed legal research, generated write-ups and observed trial on multi-defendant civil matters.

THE HONORABLE KAREN M. CASSIDY, A.J.S.C., UNION COUNTY, CIVIL PART
Elizabeth, New Jersey
Judicial Extern, May 2013 - August 2013
Conducted legal research and prepared bench memoranda on various civil matters including prerogative writs and employment discrimination cases. Observed court proceedings and assisted with in filing of orders and letters.

ASSOCIATIONS- Hudson County Bar Association, Union County Bar Association; Brennan-Vanderbilt Inn of Court
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-081
Agenda No. 10.1
Approved: WITHDRAWN

TITLE: A RESOLUTION CREATING A SEARCH COMMITTEE TO SELECT A FIRM TO CONDUCT A SEARCH FOR AN EXECUTIVE DIRECTOR FOR THE JERSEY CITY FREE PUBLIC LIBRARY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the present Director of the Jersey City Free Public Library, Priscilla Gardner, has announced her decision to retire from the office of Executive Director; and

WHEREAS, the President of the Board of Trustees of the Jersey City Free Public Library has received a number of proposals from agencies which conduct searches for Executive positions of non-profit and public organizations such as libraries; and

WHEREAS, the President has sought the assistance of the Mayor in the selection of the most suitable agencies to conduct the search; and

WHEREAS, the Mayor has determined that a Committee consisting of seven (7) members should be appointed to recommend the best agency to conduct a search for the next Executive Director; and

WHEREAS, once the selected agency provides a list of vetted candidates, the Committee will review and will provide its recommendations to the Library Board for the Library Board to take into consideration in appointing the new Executive Director; and

WHEREAS, the Mayor has recommended that the Committee shall consist of seven (7) members:

1. three (3) members from the Library Board to be selected by the President;
2. Priscilla Gardner, Executive Director;
3. the Mayor or his designee;
4. a member of the City Council to be selected by the Mayor with the advice and consent of the City Council;
5. one Community Member, selected by Mayor with the advice and consent of the Council.

WHEREAS, the Mayor has recommended that this Committee be established by resolution of the governing body.

NOW, THEREFORE, BE IT RESOLVED;

1. The Council hereby approves the recommendation of the Mayor to appoint a Search Committee to select the agency to conduct a search for an Executive Director for the Jersey City Free Public Library and provide input as to prospective candidates.
2. That the membership of the Committee shall be in accordance with the recommendations of the Mayor with the advice and consent of the Council.

2/11/2019

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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N.V. - Not Voting (Abstain)

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

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

[Signature] Robert Byrne, City Clerk
RESOLUTION FACT SHEET –
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

| A RESOLUTION CREATING A SEARCH COMMITTEE TO SELECT A FIRM TO CONDUCT A SEARCH FOR AN EXECUTIVE DIRECTOR FOR THE JERSEY CITY FREE PUBLIC LIBRARY |

Initiator

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

Resolution Purpose

| This purpose of this resolution is to create a Search Committee to select a firm to conduct a Search for an Executive Director for the Jersey City Free Public Library. |

I certify that all the facts presented herein are accurate.

Signature of Department Director  
February 6, 2019  
Date
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one resident from each of the six (6) Wards of Jersey City; and

WHEREAS, Councilwoman Mira Prinz-Arey has appointed Paula Mahayosnand, a Jersey City resident from Ward B, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Paula Mahayosnand and consider her qualified to serve as a member of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Paula Mahayosnand, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

2/7/2019

APPROVED: 

APPROVED: 

Business Administrator

CORPORATION COUNSEL

Certification Required □

Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-19

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

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

Robert R. Lavarrro, 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.

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| A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND |

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

Resolution Purpose

| This purpose of this resolution is to appoint Paula Mahayosnand, a Jersey City resident from Ward B, to the Community Advisory Board. |

I certify that all the facts presented herein are accurate.

_____________________________________________  February 6, 2019  
Signature of Department Director  
Date
Paula Mahayonsand

JRI America, Inc.
Quality Assurance Regulatory & Compliance Manager, Vice President, 2013 – Present

Responsible for managing QA software and middleware test engineers located in America and Ireland.

Currently the QA project manager for the Bank Holding Company/ Enhanced Prudential Standards Program: Centralize Data warehouse (CDW) Data Sourcing & Assembly GIS Interface & Middleware Project
The BHCP/EPS Program is a large visible program within the bank, enabling the bank to be fully compliant with all current and upcoming regulatory obligations including, but not limited to, Dodd Frank and Basel III. The program is currently composed of approximately 6 work streams, each with a work stream lead. The Quality Assurance (QA) Interface team works with the EPS PMO, Data Quality (DQ) and CDW Liaison project managers to provide QA interface testing support and execution of test scripts and reporting for the duration and completion of EPS Programs projects.

In addition to the above, I manage the QA Anti-Money Laundering testing group for the Americas Division (US/Brazil Region) & Europe. The group is responsible for ETL middleware and application validation of the bank's AML Compliance & Models validation supporting the US regulation reporting and Risk Management (RMDAD) groups.

I currently serve as a team member for the Resource Management Project Implementation Project and Pilot Program.
Goal: Collaborate with IT PMO and other IT Applications & Infrastructure groups to define and implement a Resource Management process which will streamline & standardize the resource request for the entire JRIA organization.

Also, served as a team member for the QA SDLC E2E Project.
Goal: The QA team collaborated with IT PMO & Governance and completed 3 major deliverables/documents for alignment with the IT SDLC Process Flow Guide; In addition the team identified specific testing activities related to SMBC IT’s overall testing phases.

Core competencies include:
- Strategic Planning & Leadership
- Project Planning & Management
- Risk Assessments, Cost Reduction & Avoidance
- Team Management/Team Building

JRI America, Inc.
Web Developer Manager for Internet Banking, Vice President, 2010 – 2013

Experienced in web design and development/management of E-Moneyger internet banking solutions that increased efficiency, productivity and profitability.

Previously a Lead Web Development Manager with experience within the Global Financial Services industry supporting Cash Management Services (CMS) Bank Systems and Operations. Strong track record of managing cross-functional teams that collaborate as a focus unit to achieve aggressive business goals with budget. I am particularly effective in directing the evolution of technical and non-technical solutions from concept through production implementation; constantly managing the needs of the business, the team and the project(s).

Accomplishments
SMBC Women's Inclusion Network, Mentorship Program (mentee), 2016 – present
Participated as a mentee, representing SMBC JRI- Americas Division during SMBC’s inaugural program year. The mentor program’s mission is to retain and develop SMBC emerging leaders with the support of senior executives and with program partner, Menttiium Corporation.

Financial Women's Association, President Circle Member, September 2017 – present
I have been selected by SMBC and JRI-America to represent SMBC as part of bank's recent partnership with the FWA. Through various networking events with peers and professionals and through committee involvement, the organization focuses on developing and advancing women in leadership roles within the various financial industries and technologies.

**Kensington Avenue Little Free Library, volunteer Library Steward, October 2016 - present**

I am currently an Impact Fund recipient through the generosity of the Little Free Library.org, a non-profit organization which provides free book exchanges in communities for improving reading motivation in communities globally. As a steward, I have successfully collaborated with Hudson Community College, St. Peter's University & Learning Community Charter School's and local community activist and Jersey City councilmen to promote and encourage family reading within Jersey City.

**Professional Experience**

**Computer Integrated Services Company of New York, LLC**

*Lead Web Development Manager, Consultant, 2008 – 2010*  
*Internal Consultant for JRI-America, Inc.*

**Contributions**

- Define, design, test, implement and support E-Moneyer, a global cash management services internet banking application. In addition, manage multiple third-party CMS applications: Remote Deposit, ACH and International ACH solutions and Synergy for document management
- Collaborate closely with product management team to define and implement new products and internet banking features and services
- Own the overall technical design of the web interface and interfaces to the back-end applications
- Develop and design processes and tools that encourage continuous performance improvements and scalability
- Perform iterative design cycles and on-time features and build releases
- Document code, present and review system designs of business use cases, UI components and interfaces
- Work with development team and web-designers to design and develop prototypes for evaluation and validation purposes
- Work with development team and IT security to ensure network and systems security solutions, including managed services, firewalls, VPNs, internal and external risk assessments and intrusions are not compromised
- Work with the business and technology leadership in defining, prioritizing and achieving strategic objectives, defining short and long term objectives for projects/platforms
- Clearly define program objectives, lead the development of the implementation plan, and oversee the execution of that plan
- Develop and create in-house training curriculum, user manuals and user interactive training tools to ensure smooth user adoption of new web-features and services.
- Provide the business management team with constructive feedback as it pertains to project or overall program performance
- Apply knowledge of technical trends and vendor practices in Program/Project Management to ensure successful delivery of the program
- Ensure compliance of application development activities with audit and information risk policies (AML, MOFA)
- Act as a liaison between the web-development team and internal and external audit & compliance departments and IT Security groups
- Ensure process capability, control and improvement by developing and implementing relevant quality assurance procedures
- Regularly communicate status of program to all impacted stakeholders
- Analyze project risks, costs, and benefits and make relevant recommendations to business and technology leadership team

**JP Morgan Chase, Retail Financial Services – Consumer Banking – Branch Administration**

*Project Manager, Assistant Vice President, 2004 - 2006*  

**Contributions**

- UAT Release Project Manager for 2 Retail Branch automation applications: Customer Assist (CA), a Customer Relationship Management (CRM) application and Teller Express (TE), a teller platform system.
- Ensure the highest level of quality in an implementation/release.
- Manage all cross team dependencies and consider business priorities when scoping, planning, and certifying an application/change release into the testing and production environments respectively.
- Help analyze and communicate the likely impacts of the new release to the technology and business communities.
- Develop testing processes and approaches according to JPMC Chase, BankOne standards and Enterprise Release Management model.
- Design and ensure overall integrity of the testing strategy.
- Work with Business Application owners and appropriate business partners and technology leads to determine the acceptable range for test results and performance.
- Help design, develop and implement test plans, scripts, tools using the detailed business requirements document provided by the business analysts.
- Work with business and technology leads to identify the appropriate data for testing.
- Assist Business Application owners and technical support staff in identifying and resolving problems/defects. Facilitate resolution and communicate defects/issues and work around.
- Assess and revise test sequence and scope based upon test results and/or changes in product/process design.
- Communicate test results/issues to project/product manager and team in the appropriate level of detail.
- Generate executive summaries, UAT daily status and defect reports.

JP Morgan Chase, Retail Financial Services – Sales & Service, InterLink Administration Group
Business Analyst, Assistant Vice President, 2001 - 2004

Contributions
- Project Manager responsible for the development and launch of all sales automation enhancements/user requirements (Siebel 7 eBusiness platform).
- Coordinate and execute End-User Acceptance Testing (UAT) including developing use cases, documenting functional requirements, and working closely with Systems Integration Testing (SIT) Team.
- Develop and draft test plans and scripts for User Acceptance Team (UAT).
- Liaison between Lines-of-Business (LOB) representatives and Technology Team in terms of Business processes and requirements.
- Facilitate, report, track and resolve production system trouble-shooting support.
- Conduct remote workshops to train personnel on InterLink Sales Automation System.
- Produce training materials and update notifications for branch line users.

Achievements
- Recognition from RFS Senior Vice President Rolland Johannsen for outstanding Leadership Skills in the conversion and deployment of the InterLink Sales Automation Application & CustOM Sales, Fall 2003 & Fall 2002 Contributions.
- Recipient of numerous Service Star Awards from end-line users and team members.

Chase Manhattan Bank, N.A., Financial Services Distribution
Relationship Manager, Assistant Treasurer, 1997 - 2001

Contributions
- Successful met the yearly sales and portfolio growth goals.
- Responsible for retaining and deepening relationships with existing targeted customer segments, as well as acquiring desirable, targeted new customers.
- Successful on-boarding of new-to-bank customers in providing a positive new account experience.
- Assessed customer needs through profiling and cross-selling products.

Chase Manhattan Bank, N.A., National Consumer Bank Development Program
Management Development Associate/ Trainee, 1996 – 1997

A 12 month intensive management development program which focuses in sales, marketing and operations. Completed cross-rotations in both the National Consumer Finance and the Tri-State Regional Bank Division.
• **National Consumer Services Business Support Marketing & Customer Advocacy, Brand Management Communications**, Co-Branding, Sponsorships and Private Labeling Project
  Compared and analyzed the brand initiatives of other financial institutions and credit card companies to Chase's brand initiatives.

• **Diversified Consumer Services Chase Financial Corp, National HELOC Marketing Division, Advantage Line of Credit & Home Equity Balance Score Card Project**
  Tracked and analyzed the cost effectiveness of previous advertising campaigns.

• **Chase Investment Services Corp., BrokerageLine, BrokerageLine Cost Analysis Fulfillment Project**
  Analyzed employee productivity. Implemented workflow volume and capacity control measures.

• **Boroughs Branch Management Executive Administration, Check to Cash Club Project**
  Completed market analysis of the five boroughs in regards to check cashing volume within the retail branches and recommended building site locations for new check cashing facilities.

**Chase Manhattan Bank, N.A., Global Payments and Treasury Solutions Services**, Brooklyn, NY

**Bank to Bank TQM Coordinator/Senior Investigator, 1994 - 1996**

**Contributions**

• Streamlined the Bank to Bank department operational procedures to increase productivity and improve quality control.

• Managed international and domestic customer inquiries pertaining to Bank to Bank, Reimbursement Collections and Doc Express (Southeast Asian) products under Letters of Credit: SWIFT, CHIPS & FED payment processing.

**Education**

Marymount College of Fordham University, Tarrytown, NY
Bachelor of Arts, English Literature/Journalism, 1993

Certificate in Advance Management System Managing Production, 1997

NY State Life & Health Insurance Licensing Program, 2000

PCI Global Inc., Project Management Foundations, 2004

**Additional Skills**

• Strong inter-personal skills, problem-solving and have the ability to work independently.

• Proven, strong written and oral communication skills and organization abilities.

• Familiarity and understanding of IBM WebSphere Message Broker v.7 & IIB v.9

• Strong Microsoft Office skills (Word, Project Pro, PowerPoint, Excel, Visio, Sharepoint Portal)

• Additional Web development and design: Remote Deposit capture: FIServe BankLink (iLink, iBoss); Alogent; CRM: Fidelity (TouchPoint Sales), ACH (ACI Enterprise Banker 7.7)

• HP ALM Quality Center 11.0, a web-based system for automated software quality testing and management.

• Oracle Sieble v7.0 CRM certified: eBusiness Administration

• Planview Portfolio Management PVE05 sp3

• SerSynergy desktop manager v4.1.2 (document management & check archive)

• Technical background (AGILE, Waterfall systems development/implementation life cycle, change management, including design documentation and/or functionality specifications).
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one resident from each of the six (6) Wards of Jersey City; and

WHEREAS, Councilman Michael Yun has appointed Cynthia Amelia Hadjiyannis, a Jersey City resident from Ward D, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Cynthia Amelia Hadjiyannis and consider her qualified to serve as a member of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Cynthia Amelia Hadjiyannis, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

2/7/2019
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
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

Initiator

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

Resolution Purpose
This purpose of this resolution is to appoint Cynthia Amelia Hadjyannis, a Jersey City resident from Ward D, to the Community Advisory Board.

I certify that all the facts presented herein are accurate.

______________________________     February 6, 2019
Signature of Department Director     Date
CYNTHIA AMELIA HADJIYANNIS

EDUCATION

RUTGERS UNIVERSITY SCHOOL OF LAW, Juris Doctor, 1998
President, Francis Deak International Law Society
Chairperson, Conference on Multinational Corporations and Human Rights
Externship, Hon. Michael P. King, Appellate Division, NJ Superior Court

UNIVERSITY OF MICHIGAN, Doctoral Program in Political Science, 1990-1991
Recipient of University Fellowship; Concentration in Soviet Studies

WELLESLEY COLLEGE, Bachelor of Arts, Cum Laude, 1989
Biology and Soviet Studies double-major
Recipient National Merit Scholarship
CIEE intensive Russian language program in Leningrad, USSR, Fall 1988

PROFESSIONAL EXPERIENCE

LAW OFFICES OF CYNTHIA A. HADJIYANNIS, ESQ., JERSEY CITY, NJ 2005 – present
Civil litigation, real estate and land use. Building and fire code violations; breach of contract; civil service disciplinary matters; commercial landlord-tenant; contractor disputes; consumer fraud; defending and enforcing money judgments; easements; foreclosure; fraud; partnership disputes; personal injury; permitting and regulatory matters; property disputes; receivership; and, quiet title actions. Represent developers and objectors before local planning and zoning boards. Recent victories include: having land use approvals revoked for construction of a 22-story tower in a mid-rise residential district in West New York; and, transfer of a property under contract to a redeveloper to Hudson County’s sole non-profit animal shelter for a below-market price.

LAW OFFICES OF MARK P. ZIMMETT, NEW YORK, NY 2000-2004
Associate. Practiced commercial litigation and arbitration. Participated fully in motion practice, discovery, trial work and arbitration hearings. Representative cases include: dispute between hedge fund founders tried in NY State Supreme Court resulting in $5 million jury verdict for client; ICC arbitration involving aerospace company merger; NASD arbitration in connection with stock-loan transaction; and securities fraud action.

SCARINCI & HOLLENBECK, SECAUCUS, NJ 1999-2000
Litigation Associate. Active in all aspects of advocacy including research, discovery, brief-writing, motion practice and appeals. Involvement in suits disputing termination of employment, property rights, civil and constitutional rights and contract formation. Defended Tort Claims Act cases. For municipal practice, represented Union City.

HON. CARMEN MESSANO, SUPERIOR COURT OF NEW JERSEY 1998-1999
Law Clerk. Drafted memoranda of law on topics such as class certification, employment discrimination, successor liability after corporate reorganization, rights of easement holders, and payor bank liability on forged instruments.
**MOON & IKEDA, NEW YORK, NY**  
*1997*

*Summer Associate.* Assisted with transactional work in the representation of commercial banks. Prepared for and conducted residential real estate closings, analyzed zoning requirements of commercial property, reviewed credit agreements, perfected creditors’ security interests in loan collateral, and reviewed commercial leases.

**KENNEDY SCHOOL OF GOVERNMENT, CAMBRIDGE, MA**  
*1989-1990*


**CIVIC ACTIVITIES & SKILLS**

Jersey City Reservoir Preservation Alliance, Board of Directors, Treasurer, 2005-present; President, 2018-present.
Friends of the Loew's, Board of Directors, 2010-present.
Campaign Manager, Ward D Candidate and Councilman Michael Yun, 2013.
Historic Preservation Commission, Commissioner, 2005-2010.
Organized support for Redeveloper Pay-to-Play ordinance, 2009.
Fluent Russian. Familiarity with Modern Greek and Spanish.

**ADMISSIONS & MEMBERSHIPS**

New Jersey State Bar, 12/23/1998
New York State Bar, 8/22/2000
D.N.J., 12/31/1998
S.D.N.Y., 11/5/2002
E.D.N.Y., 11/5/2002
New York County Lawyers’ Association
Hudson County Inns of Court
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one resident from each of the six (6) Wards of Jersey City; and

WHEREAS, Councilman James Solomon has appointed Marc Wesson, a Jersey City resident from Ward E, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Marc Wesson and consider him qualified to serve as a member of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Marc Wesson, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

2/7/2019

APPROVED: ________________
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required
Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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

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

Robert Byrng, 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

A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

Initiator

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<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
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<td>201-547-4513</td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This purpose of this resolution is to appoint Marc Wesson, a Jersey City resident from Ward E, to the Community Advisory Board.

I certify that all the facts presented herein are accurate.

_________________________________________  February 6, 2019
Signature of Department Director  Date
Marc Wesson

Professional Experience

Tenmarc Building, Jersey City 1985-Present
Owner/Manager
• Operate and manage 225,000 sq.ft. Commercial building

Owner
• Managed 50 employees in a 40,000 sq. ft. commercial photo studio doing business with major national clients.
• Became one of the largest still-life studios in the U.S., with a complete art department, E-6 color processing, and extensive prop department.

Volunteerism

Friends of Van Vorst Park, Inc, Jersey City 1996-Present
President
• 501(c)3 non-profit established in 1993 for the purpose of improving and maintaining historic Van Vorst Park in downtown Jersey City.
• Donated or raised over $350,000, for trees, plants, water systems, and a new dog run, and sprayground.
• Sponsor a season-long farmers' market, Shakespeare in the Park, Egg hunt, fundraising flea markets. Also, Movies-in-the-Park and a Halloween event jointly with the Van Vorst Park Association.
• Volunteer 25-35 hours a week in maintaining the gardens, lawns, and systems of the park.

Jersey City Parks Coalition, Inc. 2005-Present
Treasurer
• 501(c)3 non-profit established as an umbrella group for public parks in Jersey City for the purpose of giving the public a voice in the development, renovation, maintenance, and expansion of public parks and open spaces.
• To date, Coalition members have fundraised over $500,000 for Jersey City parks and historic spaces.

Received RCRE Certified Master Gardener from Rutgers 10/14/06

Completed Core Training Program in accordance with NJ Shade Tree and Community Forestry Assistance Act - 4/10/10

Jersey City Environmental Commission – Commissioner 2011-12

Jersey City Shade Tree Committee – Chairman 2011-2
Resolution of the City of Jersey City, N.J.


WHEREAS, pursuant to N.J.S.A. 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by N.J.S.A. 40A:12A-3, or "an area in need of rehabilitation", as defined by N.J.S.A. 40A:12A-14.; and

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

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

WHEREAS, the study area consists of Block 16901, Lot 17 (51 Crescent Avenue) on the Jersey City tax map; and

WHEREAS, the study area contains a vacant building and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the study area boundary is depicted on the attached map labeled "Block 16901 Study Area Boundary Map" dated January 30, 2019; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced property to determine if said study area qualifies as an "area in need of redevelopment," an "area in need of rehabilitation," or a "Non-Condemnation Redevelopment Area" without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

Tanya Marione, AICP, PK, Director
Division of City Planning

APPROVED:_________________________
Business Administrator

APPROVED AS TO LEGAL FORM:
Certification Required □ Not Required □

APPROVED:_________________________
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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

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

Robert R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk
ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION
OF CONDITIONS OF THE BLOCK 16901 STUDY AREA FOR DETERMINATION AS AN AREA
IN NEED OF REDEVELOPMENT OR REHABILITATION PURSUANT TO THE LOCAL
REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12-5, et seq.

Initiator

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<tbody>
<tr>
<td>Name/Title</td>
<td>Tanya Mariones, PP, AICP</td>
<td>Director</td>
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<tr>
<td></td>
<td>Erica Baptiste</td>
<td>Senior Planner</td>
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<tr>
<td>Phone/email</td>
<td>201-547-5010</td>
<td><a href="mailto:tanyam@jcnj.org">tanyam@jcnj.org</a> / e <a href="mailto:baptiste@jcnj.org">baptiste@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose
This Resolution authorizes the Planning Board to conduct a preliminary investigation to study the condition of Block 16901, Lot 17 (51 Crescent Avenue) on the city tax map, for determination as an area in need of redevelopment or rehabilitation. The study area contains a vacant building that appears to exhibit qualifying characteristics worthy of study.
A map of the area is attached.

I certify that all the facts presented herein are accurate.

Signature of Division Director: [Signature]
Date: 2/5/19

Signature of Department Director: [Signature]
Date: 2/5/19
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY
INVESTIGATION OF CONDITIONS OF THE BLOCK 16901 STUDY AREA FOR
DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR
REHABILITATION PURSUANT TO THE LOCAL REDEVELOPMENT AND
HOUSING LAW, N.J.S.A. 40A:12-5, et seq.

This Resolution will authorize the Planning Board to conduct a preliminary investigation to
study the condition of Block 16901, Lot 17 (51 Crescent Avenue) on the tax map of the City of
Jersey City, State of New Jersey, for possible determination as an area in need of redevelopment
or rehabilitation as set forth in the Act, specifically N.J.S.A 40A:12A-5. The study area contains
a vacant building that appears to exhibit qualifying characteristics worthy of study.
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-086
Agenda No. 10-0
Approved: FEB 14 2019

TITLE:


WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended (the “Act”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Municipal Council directed the Planning Board by resolution to examine whether the Scatter Site Study Area 4, including 111 Claremont Avenue, 206 Claremont Avenue, and 137 Myrtle Avenue (identified as Block 23201, Lot 74; Block 22503, Lot 74; and Block 23203, Lot 11 and referred to as the “Study Area”) should be designated a condemnation area in need of redevelopment pursuant to the Act; and

WHEREAS, the Division of City Planning prepared a preliminary investigation report of the above-referenced Study Area in accordance with the Redevelopment Law, entitled "Report Concerning the Determination of the Scatter Site Study Area 4 as an Area in Need of Redevelopment and more specifically as a Condemnation Redevelopment Area" dated November 27, 2018 (the “Study”); and

WHEREAS, the Study concluded that the Study Area, with the exception of Block 23203, Lot 11 (137 Myrtle Avenue), qualifies as a condemnation area in need of redevelopment pursuant to the Redevelopment Law, for the reasons set forth in the Study; and

WHEREAS, pursuant to the Redevelopment Law, the Planning Board caused a duly noticed public hearing to be held concerning the Study on January 8, 2019, giving all persons who are interested in or would be affected by a determination that the Study Area is a condemnation area in need of redevelopment the opportunity to be heard; and

WHEREAS, at said public hearing, the Board considered the Study, heard the comments of the Planning staff, opened the meeting for public comment; and

WHEREAS, the Board heard testimony requesting the exclusion of the property at 137 Myrtle Avenue from designation; and

WHEREAS, on January 15, 2019, the Planning Board adopted a resolution accepting the contents of the Study, however, removed Block 23203, Lot 11 (137 Myrtle Avenue) without prejudice from the Study Area, and hereby recommends that Block 22503, Lot 74 and Block 23201, Lot 4 (111 Claremont Avenue and 206 Claremont Avenue), be declared a condemnation area in need of redevelopment for the reasons set forth therein; and

WHEREAS, after careful consideration of the Study, the Planning Board recommendation, and all of the relevant facts and circumstances concerning this matter,
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Based on substantial evidence and the recommendation of the Planning Board, the City Council hereby designates the Study Area, with the exception of Block 23203, Lot 11, as a condemnation area in need of redevelopment.

Section 3. The City Council hereby directs the Division of City Planning to transmit a certified copy of this resolution forthwith to the Commissioner of the Department of Community Affairs for review.

Section 4. The City Council hereby directs the Division of City Planning to transmit a certified copy of this resolution within 10 days of the adoption of this Resolution to the property owners of the Study Area.

Section 5. This Resolution shall take effect immediately.

Thayn Marone, JP, AICP
City Planning Division Director

APPROVED AS TO LEGAL FORM

Business Administrator

CORPORATION COUNSEL

Certification Required □
Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Santa R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY
DESIGNATING THE PROPERTY KNOWN AS BLOCK 22503, LOT 74 AND
BLOCK 23201, LOT 4 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE
OF NEW JERSEY, AS AN AREA IN NEED OF REDEVELOPMENT WITH THE
POWER OF CONDEMNATION, PURSUANT TO THE LOCAL

Initiator

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

Purpose

The Municipal Council directed the Planning Board by resolution to examine whether the Scatter Site Study Area 4, including 111 Claremont Avenue, 206 Claremont Avenue, and 137 Myrtle Avenue (identified as Block 23201, Lot 74; Block 22503, Lot 74; and Block 23203, Lot 11 and referred to as the "Study Area"), should be designated a condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law.

This resolution is a result of the Study. On January 15, 2019, the Planning Board accepted and adopted the contents of the Study, however removed Block 23203, Lot 11, without prejudice from the area, and hereby recommends to the Jersey City Municipal council that Block 22503, Lot 74 and Block 23201, Lot 4 (111 Claremont Avenue and 206 Claremont Avenue) of the Study Area, be declared a condemnation area in need of redevelopment for the reasons set forth therein.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Signature of Department Director

Date
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY
CITY DESIGNATING THE PROPERTY KNOWN AS BLOCK 22503,
LOT 74 AND BLOCK 23201, LOT 4 ON THE TAX MAP OF THE CITY
OF JERSEY CITY, STATE OF NEW JERSEY, AS AN AREA IN NEED OF
REDEVELOPMENT WITH THE POWER OF CONDEMNATION,
PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING

The City directed the Planning Board by resolution to examine whether the Scatter Site Study Area
4, including 111 Claremont Avenue, 206 Claremont Avenue, and 137 Myrtle Avenue (identified
as Block 23201, Lot 74; Block 22503, Lot 74; and Block 23203, Lot 11 and referred to as the
“Study Area”), should be designated a condemnation area in need of redevelopment pursuant to
the Local Redevelopment and Housing Law.

This resolution is a result of the Study. On January 15, 2019, the Planning Board accepted and
adopted the contents of the Study, however removed Block 23203, Lot 11, without prejudice from
the area, and hereby recommends to the Jersey City Municipal council that Block 22503, Lot 74
and Block 23201, Lot 4 (111 Claremont Avenue and 206 Claremont Avenue) of the Study Area,
be declared a condemnation area in need of redevelopment for the reasons set forth therein.
RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY IN THE COUNTY OF HUDSON, NEW JERSEY RECOMMENDING THAT A PORTION OF THE SCATTER SITE STUDY AREA 4 BE DESIGNATED AS A CONDEMNATION AREAS IN NEED OF REDEVELOPMENT.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended (the “Act”), authorizes municipalities to determine whether certain parcels of land within the municipality constitute as “area in need of redevelopment”, as defined in the Redevelopment Law; and

WHEREAS, the City directed the Planning Board conduct an investigation with respect to the three properties known Block 22503, Lot 74 (206 Claremont Avenue); Block 23201, Lot 4 (111 Claremont Avenue); and Block 23203, Lot 11 (137 Myrtle Avenue) on the tax map of the City of Jersey City, State of New Jersey, to determine whether the Study Area meets the criteria set forth in the Act, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment;

WHEREAS, the Division of City Planning prepared a preliminary investigation report of the above-referenced Study Area in accordance with the Redevelopment Law, entitled “Report Concerning the Determination of Scatter Site Study Area 4 as an Area in Need of Redevelopment and more specifically, As a Condemnation Redevelopment Area” dated November 27, 2018 (the “Study”); and

WHEREAS, the Study concluded that the Study Area qualifies as a condemnation area in need of redevelopment pursuant to the Redevelopment Law, for the reasons set forth in the Study; and

WHEREAS, pursuant to the Redevelopment Law, the Planning Board caused a duly noticed public hearing to be held concerning the Study on January 8, 2019, giving all persons who are interested in or would be affected by a determination that the Study Area is a condemnation area in need of redevelopment the opportunity to be heard; and

WHEREAS, at said public hearing, the Board considered the Study, heard the comments of City Planning staff, opened the meeting for public comment, and deliberated on the matter using the criteria set forth in the Redevelopment Law; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

Section 1. Transmission to the City Council. The Study, and the findings of fact and conclusions contained therein, is hereby incorporated herein by reference in its entirety. The Planning Board Secretary is hereby directed to transmit a copy of the Study and of this Resolution to the City Council.

Section 2. Recommendation – Area in Need of Redevelopment. After consideration of all evidence presented and all testimony offered, the Planning Board accepts and adopts the contents of the Study, however, has removed Block 23203, Lot 11, without prejudice from the area, and hereby recommends that Block 22503, Lot 74; and Block 23201, Lot 4 (111 Claremont Avenue and 206 Claremont Avenue) be declared a condemnation area in need of redevelopment in accordance with the Redevelopment Law, for the reasons set forth in the Study.

Section 3. Effective Date. This Resolution shall take effect immediately.
We hereby certify this to be a true and complete copy of a Resolution adopted by the Planning Board of the City of Jersey City on the 15th day of January, 2019.

CHRISTOPHER LANGSTON, Chairman
JERSEY CITY PLANNING BOARD

MATTHEW WARD, Secretary
JERSEY CITY PLANNING BOARD

APPROVED AS TO LEGAL FORM:

SANTO T. ALAMI, ESQ.
JERSEY CITY PLANNING BOARD
Resolution of the City of Jersey City, N.J.

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION
OF CONDITIONS OF THE BLOCK 11401, LOT 13 STUDY AREA FOR DETERMINATION AS AN
AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to
undertake a preliminary investigation to determine whether an area is, or is not, an “area in need of redevelopment”, as defined
by NJSA 40A:12A-3, or “an area in need of rehabilitation”, as defined by NJSA 40A:12A-14.; and

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

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

WHEREAS, the study area consists of Block 11401, Lot 13 on the Jersey City tax map; and

WHEREAS, the study area contains a municipal parking lot and appears to exhibit the characteristics qualifying as an area in
need of redevelopment or rehabilitation; and

WHEREAS, the study area is consistent with the attached map labeled “Block 11401, Lot 13 Study Area Boundary Map” dated
January 30, 2019; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and
hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if
said study area qualifies as an “area in need of redevelopment,” an “area in need of rehabilitation,” or as a “Non-Condemnation
Redevelopment Area” without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist,
to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the
Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

Tanya Marione, PP, AICP
Director, Division of City Planning

APPROVED:   

APPROVED:   

Business Administrator

CERTIFICATION REQUIRED    

APPROVED AS TO LEGAL FORM

Corporation Counsel

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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Voter's Mark

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

Rinaldo R. Lavare, 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
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION
OF CONDITIONS OF THE BLOCK 11401, LOT 13 STUDY AREA FOR DETERMINATION AS
AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

Initiator

<table>
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<tr>
<th>Department/Division</th>
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<tbody>
<tr>
<td>HEDC</td>
<td>Tanya Marione</td>
<td>201-547-5010</td>
</tr>
<tr>
<td></td>
<td>Lindsey Sigmund</td>
<td><a href="mailto:tanyaam@jcnj.org">tanyaam@jcnj.org</a> / <a href="mailto:lsigmund@jcnj.org">lsigmund@jcnj.org</a></td>
</tr>
</tbody>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose
This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 11401, Lot 13 for determination as an area in need of redevelopment or rehabilitation. The study area contains a city parking lot that appears to exhibit qualifying characteristics worthy of study.

A map of the area is attached.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date
This resolution before you will authorize the planning board to conduct a preliminary investigation to study the condition Block 11401, Lot 13 for determination as an area in need of redevelopment or rehabilitation.
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY
INVESTIGATION OF CONDITIONS OF THE BLOCK 11401, LOT 13 STUDY AREA FOR
DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

This resolution authorizes the planning board to conduct a preliminary investigation to study the condition of Block 11401, Lot 13 for determination as an area in need of redevelopment or rehabilitation.
BOUNDARY MAP
January 30, 2019

Study Area Boundary
Address: 174 Newark Avenue
Resolution of the City of Jersey City, N.J.

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

WHEREAS, Michael Akira Escobar Iwasaki was born in Newark, New Jersey on July 29th, 1999 to his loving parents Humberto & Makiko Escobar. He was the second son in a family of 3 boys, Robert, Michael and Bryan; and,

WHEREAS, Michael Akira Escobar Iwasaki and his family moved to Jersey City when he was a young boy. Michael did very well at PS-22 after arriving, excelling in school, getting a perfect score on NJ ASK and graduating from his M.E.T.S Charter Middle School as the Salutatorian of his class; and,

WHEREAS, Michael continued his academic excellence at M.E.T.S Charter School graduating as Salutatorian of the Class of 2017. He made his way back to Newark after he was accepted to New Jersey Institute of Technology (NJIT) and was excited to pursue a degree in Aerospace Engineering; and,

WHEREAS, Michael Akira Escobar Iwasaki was active in his community volunteering with his brothers cleaning the neighborhood parks and the community garden. Michael also enjoyed time with his fellow parishioners at the Clifton Family Church teaching at God's Own Sunday school and participating in the 11 Shim program; and,

WHEREAS, while at NJIT Michael joined the local chapter of CARP, The Collegiate Association for the Research of Principles and was able to travel to Japan & Korea on an intercultural exchange trip with the organization. When not studying or playing video games, Michael happily assisted his parents with household chores; and,

WHEREAS, Michael Akira Escobar Iwasaki, sadly left this world too soon on January 29th, 2019 leaving behind his grieving family and friends.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that Michael Akira Escobar Iwasaki will be remembered for his contributions making Jersey City a better place to live and offer heartfelt condolences to his family and friends on this tragic loss.

APPROVED: ____________________________ APPROVED AS TO LEGAL FORM

APPROVED: ____________________________
Business Administrator

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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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 HONORING MARIO J. RATTO
ON THE OCCASION OF HIS RETIREMENT

WHEREAS, Mario J. Ratto was born on December 20, 1961 in Mola di Bari, Italy. Mario is the fourth child born to Vincenza and the late Angelo Ratto. Angelo and Vincenza Ratto emigrated to the United States in 1971 and settled in Hoboken and later Jersey City became their home on Ege Avenue. Vincenza Ratto was a homemaker and Angelo Ratto was an iron worker and owner and founder of Mola Iron Work in Hoboken, NJ; and

WHEREAS, Mario J. Ratto graduated from Joseph A. Brandt School, Hoboken, Hoboken High School and Saint Peter's University (formerly Saint Peter's College); and

WHEREAS, Mario began his career working for the City of Jersey City as a staff accountant in various divisions. He started in the Tax Collectors office in October of 1986 and was later promoted to Chief Accountant for the Division of Community Development; and

WHEREAS, Mario was inducted in the Hoboken High School sports Hall of Fame in 2005 for soccer. Mario was elected as a Councilman for the Borough of Ramsey, Bergen County in 2002 where he served as a Councilman from 2003-2005; and

WHEREAS, Mario is a proud father of three children Cynthia Ratto, a graduate Ramapo College and two boys Angelo Joseph (AJ) and Christian Ratto. Angelo Joseph is a graduate of Rutgers University and Christian will be graduating in May of 2019; and

WHEREAS, Mario is one of five boys in the family, his four brothers Antonio, Francesco, Giuseppe and Giovanni Ratto currently own and work for Mola Iron Works in Hoboken, the iron works company his father Angelo Ratto started in 1972; and

WHEREAS, Mario J. Ratto has announced his intention to retire on December 1, 2018 after 32 years of excellent and dedicated service to the city; and

NOW, THEREFORE BE IT RESOLVED that the Municipal Council of the City of Jersey City is proud to honor Mario J. Ratto for his many years of excellent public service and we wish him continued health and happiness in his retirement.

ADOPTED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY N.J.

Rogers J. Lavasso, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION HONORING TESSIE N. ARRIOLA-BULALACAO
ON THE OCCASION OF HER RETIREMENT

WHEREAS, the City of Jersey City is proud to recognize Tessie N. Arriola-Bulalacao on the occasion of her retirement; and

WHEREAS, Tessie N. Arriola-Bulalacao was born on August 16, 1950 in Romblon, Philippines, producer of the finest Marble in the world. Her parents, Purification Noche and Nicanor E. Arriola were both teachers. Tessie is the youngest of seven children with two deceased brothers, two brothers who are medical doctors, one sister who is a nurse and another sister who is a chemical engineer; and

WHEREAS, Tessie received her Bachelor’s Degree with a major in Accounting at the Polytechnic University of the Philippines. She is also a Certified Public Accountant in the Philippines; and

WHEREAS, Tessie and her husband Edelito Bulalacao celebrated 31 years of marriage last year. They have been blessed with one beautiful daughter, Trisha and her husband Jude Fernandez; and

WHEREAS, Tessie has been employed with the City of Jersey City since 1991 where she started as an Accountant and Internal Auditor. She was promoted to the position of Comptroller for the City of Jersey City in May of 2015; and

WHEREAS, Tessie will be retiring from the City of Jersey City after twenty-eight years of dedicated service. She looks forward to relaxing and spending time with her family; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby commend Tessie N. Arriola-Bulalacao on this momentous occasion of her retirement. We are grateful for her many years of public service and wish her a happy and healthy retirement.

APP 0VED:

APPROVED AS 70 LEGAL FORM:

Certification Required □
Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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

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

Roberto A. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
WHEREAS, Donna L. Mauer was born on October 23, 1966 at the Margaret Hague Maternity Hospital. Her parents, William and Janet “Lynne” Mauer, raised Donna and her brothers, William and Michael in the Greenville section of Jersey City. Her late father, Bill, was a career employee of Jersey City; and

WHEREAS, Donna L. Mauer was educated at St. Paul’s Greenville Grammar School and St Aloysius High School. She earned a Bachelor of Science Degree in Business Administration from New Jersey City University; and

WHEREAS, Donna L. Mauer began her career with the City of Jersey City on March 9, 1987 in the Division of Real Estate. Motivated to advance in the Organization, Donna earned her Certified Municipal Finance Officer status upon completion of her studies at the Rutgers Center for Government Services in 2003. She also earned a Masters of Public Administration from Fairleigh Dickinson University; and

WHEREAS, Donna L. Mauer was appointed Chief Financial Officer on December 14, 2005. She acquired tenure when she was reappointed on December 17, 2008. During that time she has had the responsibility for all City spending and borrowing. During her term, Jersey City has had its Bond Rating increased by all rating agencies; and

WHEREAS, after nearly 32 years of exemplary public service, Donna L. Mauer has decided to retire on February 1, 2019. She plans to travel and spoil her seven nieces and nephews: J.P., Michael, Alexa, Collins, “Wonka”, Liliana and Brynn.

NOW, THEREFORE BE IT RESOLVED that the Municipal Council of the City of Jersey does hereby honor Donna L. Mauer and wishes her good health and happiness in the future.
RESOLUTION AUTHORIZING PROJECT RESERVOIR HOSTED BY
CHRISTA MCAULIFFE SCHOOL/P.S. #28 TO ACCESS RESERVOIR NO.
3 FOR EDUCATIONAL PURPOSES

COUNCIL offered and moved adoption of the
following resolution:

WHEREAS, the City of Jersey City (the "City") desires to continue to allow students participating
in the Project Reservoir Program hosted by Christa McAuliffe School/P.S. #28 ("Project
Reservoir") to access certain property commonly known as Reservoir No. 3 with a street address
of 113-116 Central Avenue, Jersey City, NJ 07306 and designated on the City's tax map as Lot 1
in Block 4802 (the "Premises"); and

WHEREAS, hazardous conditions, both known and unknown, exist throughout the property
which may result in injury or death; and

WHEREAS, the City agrees to permit Project Reservoir to enter onto its Premises for educational
purposes within the boundaries of the map attached as Exhibit A; and

WHEREAS, access to the property is conditional upon the provision of two (2) chaperones by
Project Reservoir to monitor the safety and activities of the students; and

WHEREAS, Project Reservoir must use a sign in/sign out list located in the offices for the
Recreation Department at Pershing Field that lists every student that entered the Premises and
exited the Premises in connection with the educational activities provided; and

WHEREAS, the City will provide a Certificate of Insurance that names Project Reservoir as an
additional insured; and

WHEREAS, the access to the Premises granted to Project Reservoir pursuant to this resolution
may be withdrawn at any time by the Business Administrator and shall terminate on November
30, 2019.

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

1. Project Reservoir and its employees, agents, guests, and invitees are authorized to enter
onto the Premises to provide educational activities to invitees.

2. Project Reservoir must provide at least two (2) chaperones when present on the Premises
to monitor the safety and activities of its invitees.

3. Project Reservoir is not authorized to access areas of the Premises that are not described
by the drawing included as Exhibit A.

4. Project Reservoir shall use a sign in/sign out list located in the offices for the Recreation
Department at Pershing Field that lists every invitee that entered the Premises and exited
the Premises in connection with the educational activities provided.

5. Project Reservoir shall be responsible for ensuring that every invitee that entered the
Premises has exited the Premises.
RESOLUTION AUTHORIZING PROJECT RESERVOIR HOSTED BY
CHRISTA McAULIFFE SCHOOL/P.S. #28 TO ACCESS RESERVOIR NO.
3 FOR EDUCATIONAL PURPOSES

6. The access to the Premises granted to Project Reservoir pursuant to this resolution may be
withdrawn at any time by the Business Administrator and shall terminate on November 30,
2019.

7. The office of Risk Management is authorized to add Christa McAuliffe School/P.S. #28 as
an “additional insured” party to the City’s insurance policies for the activities conducted
by Project Reservoir in accordance with the requirements of the City’s Risk Manager.

APPROVED:

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando S. Lavare, 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 PROJECT RESERVOIR HOSTED BY CHRISTA McAULIFFE SCHOOL/P.S. #28 TO ACCESS RESERVOIR NO. 3 FOR EDUCATIONAL PURPOSES

Initiator

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<tr>
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<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
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<tr>
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<td>(201) 547-4513</td>
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<td>Business Administrator</td>
<td><a href="mailto:BPlatt@jcnj.org">BPlatt@jcnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To allow the Project Reservoir Program ("Project Reservoir"), its employees, agents, guests and invitees access to enter onto premises known as Reservoir No. 3 ("Premises") to provide educational activities to invitees until November 30, 2019.

To authorize the Office of Risk Management to add Christa McAuliffe School/P.S. #28 as an “additional insured” party to the City’s insurance policies for the activities conducted by Project Reservoir in accordance with the requirements of the City’s Risk Manager.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

2/5/19
EXHIBIT A
RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR $4,000,000.00 FROM THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO PURCHASE A NEW FLEET OF STREET SWEEPERS, STATIONARY COMPACTOR, AND PACKERS FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Jersey City Municipal Utilities Authority ("Authority") is a public body duly formed pursuant to and in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., and possesses the powers set forth therein; and

WHEREAS, the Authority offered to award the City of Jersey City ("City") a grant in the amount of $4,000,000.00 to purchase various street sweepers, stationary compactor and packers; and

WHEREAS, the purchase of new sweepers, a stationary compactor, and packers that will help keep the City's drains and sewers clean and prevent waste back-ups and floods citywide; and

WHEREAS, the City is authorized to accept grants pursuant to N.J.S.A. 40A:5-29 and N.J.S.A. 40A:12-5 (a) (1); and

WHEREAS, under the terms of the Grant Agreement attached hereto the City is required to purchase a minimum of six (6) pure vacuum mechanical street sweepers to be placed in service no later than March 1, 2019; and

WHEREAS, under the terms of the Grant Agreement the City is required to purchase an additional six (6) pure vacuum mechanical street sweepers to be placed in service no later than June 1, 2019; and

WHEREAS, under the terms of the Grant Agreement, the City must purchase no later than December 31, 2019 a stationary compactor and packers with the balance of grant funds remaining after the purchase of the street sweepers; and

WHEREAS, the grant will be administered on a reimbursement basis, whereby the City will purchase the street sweepers and other equipment with City funds and the Authority will reimburse the City; and

WHEREAS, the Authority will reimburse the City with an initial installment payment of $2,000,000.00 made no later than July 1, 2019; and

WHEREAS, the Authority will reimburse the City with the final installment payment of $2,000,000.00 made no later than January 31, 2020.

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

1) The City of Jersey City hereby accepts a grant in the amount of $4,000,000.00 from the Jersey City Municipal Utilities Authority;

2) The Mayor or Business Administrator is authorized to execute the Grant Agreement attached hereto; and
RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR $4,000,000.00 FROM THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO PURCHASE A NEW FLEET OF STREET SWEEPERS, STATIONARY COMPACTOR AND PACKERS FOR THE DEPARTMENT OF PUBLIC WORKS

3) The Office of Management and Budget is authorized to set up an account for the grant of $4,000,000.00.

PGS/sb
February 4, 2019

APPROVED: Business Administrator

CORPORATION COUNSEL

Certification Required: □
Not Required: ✔

APPROVED: 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-19

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✔ Indicates Vote
N.V. Not Voting (Abstain)

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

Robert B. Lavelle, 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 ACCEPTANCE OF A GRANT FOR $4,000,000.00 FROM THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY TO PURCHASE A NEW FLEET OF STREET SWEEPERS, STATIONARY COMPACTOR, AND PACKERS FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

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<td>201-547-4400 201-306-8100</td>
<td><a href="mailto:pstamato@jcni.org">pstamato@jcni.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The purpose of this resolution is to provide:

- The MUA offered to award the City of Jersey City ("City") a grant for $4,000,000.00 to purchase various street sweepers, stationary compactor and packers.
- The purchase of new sweepers and equipment will help keep the City's drains and sewers clean and prevent waste back-ups and floods citywide.
- Under the terms of the Grant Agreement attached hereto, the City is required to purchase a minimum of six (6) pure vacuum mechanical street sweepers to be placed in service no later than March 1, 2019.
- Under the terms of the Grant Agreement, the City is required to purchase an additional six (6) pure vacuum mechanical street sweepers to be placed in service no later than June 1, 2019.

Cost (Identify all sources and amounts)  

MUA Account for $4,000,000.00

Contract term (include all proposed renewals)

Type of award  
Grants Resolution

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director 02/04/19

Date
Patrick Stamato, Director  
Jersey City Department of Public Works  
13-15 Linden Ave E  
Jersey City, NJ 07305  

Re: Stormwater Quality Control Grant Award  

Dear Mr. Stamato,

We are pleased to announce the award of a Stormwater Quality Control grant in the amount of $4,000,000 from the Jersey City Municipal Utilities Authority (JCMUA) to the Jersey City Department of Public Works (JCDPW), for the immediate purchase of a new fleet of pure vacuum mechanical street sweepers and various ancillary solid waste handling and processing equipment.

Pursuant to our recent performance analysis of the shared services agreement between the JCMUA and the JCDPW (copy attached), made effective on January 25, 2017 and marking the start of your department’s servicing of our storm drainage catch basins Citywide, we are very pleased to announce that the work carried out to date in furtherance of said agreement, has led to a marked decrease in the frequency of localized flooding events. The work has also led to an overall decrease in the recession time of flood waters during the few occasions of localized flooding. This is particularly impressive considering that 2018 brought the second most annual precipitation total on record.

Notwithstanding, we recognize that your current fleet of equipment employed in performing the tasks necessary to fulfill said agreement, is nearly 50% depleted and the majority of the fleet has far exceeded its expected useful service life, making it very costly to maintain and increasing exponentially as it persists. Furthermore, this has led to premature exhaustion of available resources in order to keep up with the maintenance work required to uphold the rigorous standards of the NJDEP Stormwater Management regulations and annual audit.

The overall cleanliness of the streets is paramount in maintaining the highest quality of stormwater discharging into our rivers and their dependent ecosystems. Litter and debris accumulate, particularly concentrated along the street gutters, which convey the stormwater flows, unfortunately together with the litter and debris to the catch basins, causing the complete blockage of the surface grates. The end result is localized flooding.

It is clear that if properly outfitted with new, higher quality, low maintenance equipment, your crews will be able to operate at peak efficiency and continue to improve upon the baseline success established to date. The
new equipment would pay for itself in short order by significantly decreasing expensive periodic maintenance of outfalls, extensive maintenance of equipment, overtime labor and fuel usage.

This grant is contingent upon the following parameters:

a) The purchase of a minimum of six (6) pure vacuum mechanical street sweepers, to be placed in service by no later than March 1, 2019

b) The purchase of an additional six (6) to seven (7) pure vacuum mechanical street sweepers, to be placed in service by no later than June 1, 2019

c) The purchase of ancillary solid waste handling and processing equipment, with the balance of grant funding available up to $4,000,000, after initial purchase of mechanical sweepers, by no later than December 31, 2019

d) This grant will be administered on a reimbursement basis, whereby the City of Jersey City will make available, encumber and expend the necessary funding to meet the above stipulated expenditure timelines.

e) The JCMUA will reimburse the City of Jersey City an initial installment payment of $2,000,000 by no later than July 1, 2019, pending verification of the expenditure of at least $2,000,000, for the purchase of the equipment as detailed herein

f) The JCMUA will reimburse the City of Jersey City a second and final installment payment of $2,000,000 by no later than January 31, 2020, pending verification of the additional expenditure of at least $2,000,000 for the purchase of the equipment as detailed herein

By and large the taxpayers are the ratepayers in Jersey City. This investment will contribute to ultimately lessening their financial burden. We greatly value the relationship that has been forged between the JCMUA and the JCDPW and look forward to continuing the progress that has flourished thus far for many years to come.

Sincerely,

Joseph Covello,
Interim Executive Director

cc:  B. Platt, Business Administrator  
     D. Mauer, CEO-Finance  
     J. Cunha, Director of Engineering
GRANT AGREEMENT

THIS GRANT AGREEMENT entered into this ___ day of ____________, 2019 by and between the City of Jersey City (City), a municipal corporation of the State of New Jersey with its offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the Jersey City Municipal Utilities Authority (JCMUA) with its offices located at 555 Route #440, Jersey City, New Jersey 07305

WITNESSETH THAT:

WHEREAS, the Jersey City Municipal Utilities Authority (JCMUA) is a public body duly formed pursuant to and in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., and possesses the powers set forth therein; and

WHEREAS, pursuant to Resolution No. 1/17/18, dated January 25, 2017, the JCMUA authorized and approved a Shared Services Agreement (the “Agreement”) with the City of Jersey City (the “City”), for a duration of five (5) years, with two (2) five (5) year renewal options, pursuant to which the City, through the Department of Public Works (“DPW”), assumed responsibility for cleaning of the JCMUA-owned stormwater catch basin grates, and all areas proximate to the catch basins (“Catch Basins”). The City authorized the Agreement pursuant to Resolution 17-040 adopted on January 25, 2017; and

WHEREAS, the Agreement further provided that the City shall be paid a not-to-exceed amount of $700,000 per year for reimbursement of the costs required to clean the Catch Basins, as set forth in the Agreement; and

WHEREAS, since entering into the Agreement the benefits to the JCMUA, the City and the residents of the City have manifested themselves in the form of reduced flooding, reduced pollution from debris getting into the storm sewers and reduced expenditures by the JCMUA; and

WHEREAS, at this time, it has become clear that the DPW’s current inventory of street sweepers and associated equipment is insufficient to carry out the work specified in the Agreement; and

WHEREAS, the City is able to purchase, through a cooperative purchasing system and at a reduced cost, specialized equipment necessary to carry out the work under the Agreement; and
WHEREAS, the JCMUA has authorized and approved a grant to the City, through the 
DPW, in an amount not to exceed $4,000,000, for the purchase, maintenance and operation 
of up to thirteen (13) pure vacuum mechanical street sweepers;

WHEREAS, the purchase of new sweepers will help keep the City's drains and sewers clean 
and prevent waste back-ups and floods citywide; and

WHEREAS, the City is authorized to accept grants pursuant to N.J.S.A. 40A:5-29 and 
N.J.S.A. 40A:12-5 (a) (1); and

WHEREAS, the grant will be administered on a reimbursement basis, whereby the City will 
purchase the street sweepers with City funds and the Authority will reimburse the City.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, 
covenants, and obligations made and agreed to by and between the parties, it is hereby agreed 
as follows:

1. **Obligations of the Parties**

   a) The City shall purchase six (6) pure vacuum mechanical street 
sweepers to be placed in service no later than March 1, 2019.

   b) The City shall purchase of an additional six (6) pure vacuum mechanical street 
sweepers to be placed in service no later than June 1, 2019.

   c) The grant will be administered on a reimbursement basis, whereby the City 
will make available, encumber and expend the necessary funding to meet the 
above stipulated expenditure timelines.

   d) The JCMUA will reimburse the City an initial installment payment of 
$2,000,000.00 no later than July 1, 2019, pending verification of the 
expenditure of at least $2,000,000.00, for the purchase of the equipment as 
detailed herein.

   e) The JCMUA will reimburse the City a second and final installment payment 
of $2,000,000.00 no later than January 31, 2020, pending verification of the 
additional expenditure of at least $2,000,000.00 for the purchase of the 
equipment as detailed herein.

2. **Retention of Records**

   Financial records, supporting documents, and all other records pertinent to this Grant 
Agreement shall be retained by the City for a period of three years from January 31,
IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly signed and sealed the day and year first above written.

Attest:

Robert Byrne
City Clerk

City of Jersey City

Brian Platt
Business Administrator

Witness:

Jersey City Municipal Utilities Authority

Joseph Coviello
Interim Executive Director
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

COUNCIL, offered and moved adoption of the following Resolution:

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Officers Benevolent Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement resolving the 2017-2020 contract awarded by Arbitrator James Mastriani and to enter a new contract with a term of January 1, 2021 through December 31, 2024.

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

The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Police Officers Benevolent Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

1/17/19

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required ❌

Not Required ❌

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-19

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ ✓ ✓ RIDGER ✓ ✓ ✓
PRINZ-AREY ✓ ✓ ✓ SOLOMON ✓ ✓ ✓
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.

Roberto L. Lavaro, 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 AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

Initiator

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<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
</tr>
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<td>Phone/email</td>
<td>201-547-4701</td>
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</table>

Corporation Counsel
JFarrell@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 Jersey City Police Officers Benevolent Association met for the purposes of resolving the 2017-2020 contract awarded by Arbitrator James Mastriani and to negotiate a new contract with a term of January 1, 2021 through December 31, 2024. The City of Jersey City and the Jersey City Police Officers Benevolent Association have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
MEMORANDUM OF AGREEMENT

Agreement made this 28th day of December 2018 by and between the City of Jersey City (herein the “City”) and the Jersey City Police Officers’ Benevolent Association (herein the “POBA”):

WHEREAS, the City and the POBA are parties to a Collective Negotiations Agreement covering the period from January 1, 2013 through December 31, 2016 and

WHEREAS, the City and the POBA engaged in good faith negotiations for a successor contract but were unable to reach an agreement:

WHEREAS, the City filed for Interest Arbitration with the Public Employment Relations Commission (“PERC”) which assigned the matter to Arbitrator James Mastriani;

WHEREAS, after numerous mediation sessions and hearings, on October 4, 2017 Arbitrator Mastriani issued his opinion and award establishing a contract with a term of January 1, 2017 through December 31, 2020;

WHEREAS, after receipt of the Award the POBA appealed to PERC seeking to have it overturned;

WHEREAS, on December 21, 2017, PERC affirmed the Award;

WHEREAS, in January 2018, the POBA appealed PERC’s decision to the Appellate Division where that matter is currently pending;

WHEREAS, the parties have met for the purposes of resolving the 2017-2020 contract awarded by Arbitrator Mastriani and to negotiate a new contract with a term of January 1, 2021 through December 31, 2024;

WHEREAS, the negotiating committees for the City and the POBA have reached a voluntary settlement to resolve all issues regarding the appeal of the Mastriani award contract
and the four-year agreement;

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

A. Except as herein modified, the terms and conditions of the 2013-2016 contract shall remain in full force and effect and the October 4, 2017 Award of Arbitrator Mastriani shall be implemented.

B. GENERAL

Adjust all dates in the contract to conform to the new term.

C. Article 10, Workday & Work Week

1. Section A.
   a. Subsection 1, replace with the following: Effective as soon as practicable, but no later than February 01, 2019, based on the needs of the department, the Chief shall implement when implementation does not disrupt police and department operations: The normal workday and workweek shall be an 8-section schedule for line employees working the steady day, evening, or midnight schedule. This schedule shall consist of 5 consecutive 8.5 hours days on duty followed by 3 consecutive days off duty. The starting times shall be 0700 (day shift), 1500 (evening shift) and 2300 hours (midnight shift).
   b. Subsection 2: No change.
   c. Subsection 3: Change "fifteen (15)" to "8."
   d. Subsection 4: Change "fifteen (15)" to "8."
   e. Subsection 5 (New): The City reserves the right to change the starting times set forth in Subsection 1, above, based on the Department's operation needs and subject to the requirements of Article 26.
2. Section B: No Change.

3. Section C: No Change.

4. Section D: No Change.

5. Section E (new): For officers hired on or after 1/1/19, the City has the right to assign or modify an officer's schedule, hours of work, assignment and district at any time during his or her first 3 years of employment, inclusive of the one (1) year working test period. The movement of a junior officer pursuant to this Section shall not cause a more senior officer to be displaced.

6. Section F (new): Officers shall be allowed to work a maximum of 17 hours in a 24-hour period.

D. Article 13, Insurance, Health and Welfare

1. Section A, 1, add: Officers hired on or after January 1, 2019 shall be required to enroll in the Horizon Blue Cross Blue Shield OMNIA Plan as provided in the description of coverage, or a High Deductible Plan offered by the City. Alternatively, any officer hired on or after January 1, 2019 may elect to enroll in any other plan offered by the City but shall pay the difference in cost that is greater than OMNIA plus their Chapter 78 contribution. All other officers may voluntarily elect to participate in the OMNIA plan. Any officer who voluntarily participates in the OMNIA plan shall receive a bonus of $500.00 for single coverage and $1000.00 for all other plans payable in November of each year he/she participates.

2. Additional plan design changes:
   a. Effective 1/1/21 out-of-network reimbursement will be paid at 60% of usual customary and reasonable.
   b. The City will continue to cover out-of-network (OON) chiropractic services for officers or dependents who used OON chiropractic services over the last 10 years.
from the date of this MOA. The officer or dependent must have proof of care and is restricted to that practitioner. Effective January 1, 2019, OON chiropractic coverage shall be eliminated for all officers and dependents, except for those officers and dependents who meet the criteria of the preceding sentence.

c. Effective 1/1/21, out of network per annum deductibles shall be increased to $500 single and $1000 for other.

d. Effective 1/1/21, primary care office visits shall increase to $25.00 and specialist office visits to $35.00.

e. All officers who retire on or after 1/1/21 shall enroll in AETNA Medicare Advantage when Medicare eligible. The AETNA Medicare Advantage Plan shall be the same as that provided by State Health Benefits Plan. Add this language to Article 5 as well.

E. Article 15. Tour Exchanges

Effective within 30-days of the ratification of this Agreement by the parties, each officer shall be entitled to 1 tour exchange per month. Additional tour exchanges may be granted at the discretion of the Division Commander. No tour exchanges shall be allowed on July 4 and October 31.

F. Article 17. Compensatory Time

Section 3, add:

1. July 4 is a day on which compensatory time will not be granted without approval of the Chief of Police regardless of manpower.

2. Compensatory time can be denied on Halloween if the vacancy cannot be filled with overtime. This provision shall apply to any 3 consecutive tours to include the midnight tours on 10/31 or 11/1 and the day and afternoon tours on 10/31.

3. If the Department is faced with unforeseeable, extraordinary circumstance-
that warrant increased manpower on a City-wide basis, the Chief shall attempt to fill the extra-
manpower slots with overtime. If the Chief cannot obtain enough manpower to fill the slots with 
overtime, he shall have the right to deny any compensatory request that is made after the Chief 
has exhausted the contractual overtime procedures. Previously granted compensatory time shall 
not be cancelled. The Chief shall notify the Association President in writing prior to the denial 
of compensatory time. The Department shall only be allowed to use the provisions of this 
Article 4 times in a 3-year cycle but no more than 2 times in any year. The first 3-year cycle 
shall be 2019-2021.

G. **Article 18, Overtime**

Section D, add: If an officer’s court appearance is cancelled and he receives notice 
of the cancellation at least the day prior to the cancelled appearance, he shall not receive 
payment under this Section. If an Officer is cancelled and appears for his court appearance 
because he did not receive the required notice of cancellation or could not access the notice, the 
officer is required to report to command and work the 4 hours to be paid, or the Officer may elect 
to not work in which case he shall not receive pay under this Section.

H. **Article 20, Terminal Leave**

Add to Article:

Retiree payouts under this Article will be paid out as follows.

1. A payout of $0 and up to $50,000 will be paid in lump sum or equal increments up to 
   5 years, at the employee’s discretion.

2. A payout of $50,001.00 and up to $150,000 will be paid in 3 equal increments over 
   three (3) years. At the employee’s discretion, this payout may be extended up to 5 
   equal increments over 5 years. If the City and Employee agree, it may be paid in 
   shorter increments, or as a lump sum.
3. A payout of $150,000.01 and over will be paid in 5 equal increments over 5 years. If the City and Employee agree, it may be paid in shorter increments or as a lump sum.

I. **Article 24. Grievance Procedure**

Step 4, Section 8, add: Notwithstanding, written reprimands cannot be arbitrated and cannot be used for purposes of progressive discipline.

J. **Article 30. Commendations and Honorable Mentions**

1. Section E: Change 5 Excellent Police Service Awards to 10.

2. Section F, replace with: The Departmental Awards Committee for the POBA negotiations unit shall consist of 1 person appointed by the POBA President and 2 persons appointed by the Public Safety Director. The POBA President and/or the Public Safety Director may appoint themselves to be on the Committee.

K. **Article 33. Salaries & Longevity**

1. Section A (See attached spreadsheets):
   
   a. Effective 1/1/19, all officers eligible for their salary step increases shall move one step on the salary guide and all longevity movement shall be paid. All officers at top pay and Detective shall receive a base pay increase of $1000.00. Effective 1/1/19, starting pay in the 1/1/13 post guide shall be increased to $41,000.

   b. Effective 1/1/20, all officers eligible for their salary step increases shall move one step on the salary guide and all longevity movement shall be paid. All officers at top pay and Detective shall receive a base pay increase of $1500.00.

   c. Effective 1/1/21, all officers eligible for their salary step increases shall move one step on the salary guide. Officers at top pay and Detective shall receive an increase of 1.50%.
d. Effective 1/1/22, all officers eligible for their salary step increases shall move one step on the salary guide. Effective 1/1/22, officers at top pay and Detective shall receive an increase of 1.50%.

e. Effective 1/1/23, all officers eligible for their salary step increases shall move one step on the salary guide and an additional step on 7/1/23. Effective 1/1/23, officers at top pay and Detective shall receive an increase of 1.50%.

f. Effective 1/1/24, all officers eligible for their salary step increases shall move one step on the salary guide except as provided below. Officers at top pay and Detective shall receive an increase of 1.50%. Effective 1/1/24, add a ½ step between steps 9 and 10 for officers hired before 1/1/19. Employees hired before 1/1/19 moving on the salary guide from Step 9 to Step 10 will move to the new ½ step on January 1, and then step 10 on July 1. A full step between steps 9 and 10 shall be added on 1/1/24 for officers hired on or after 1/1/19. The step shall be ½ the difference between step 9 and the new top step.

g. Renumber subsections, accordingly.

2. Section B, revise as follows:

a. Effective January 1, 2019, officers hired on or after January 1, 2013 and prior to January 1, 2019 shall receive Longevity when eligible in accordance with the percentages set forth on the post-January 1, 2013 longevity scale.

b. Add the following: Officers hired on or after January 1, 2019 shall not be eligible for Longevity payments.

L. Article 38, Police Officer's Bill of Rights

1. Section B, 4: Amend to allow for audio recording.

2. Section E, replace with: All charges shall be brought pursuant to the
requirements of N.J.S.A. 40A:14-147 (including the 45-day rule) and the case law interpreting same.

M. **Article 42, Discharge and Discipline**

Paragraph I, replace with: A written reprimand must be served upon the Police Officer within 30 days of the Chief of Police or the Director of Public Safety receiving notice of the occurrence for which the reprimand is being issued.

N. This Agreement is subject to ratification by the POBA membership and the approval of the governing body of the City.

O. All other proposals of the parties not contained herein are deemed withdrawn.

P. Upon ratification of this agreement by the parties, the POBA will withdraw its appeal of PERC’s December 21, 2017 decision with prejudice.

FOR THE POBA

CARMINE DISBROW
POBA PRESIDENT

FOR THE CITY OF JERSEY CITY

TAWANA MOODY
POLICE DIVISION DIRECTOR
SUPPLEMENTAL

MEMORANDUM OF AGREEMENT

The Memorandum of Agreement executed on December 28, 2018 ("MOA") by and between the City of Jersey City (herein the "City") and the Jersey City Police Officers' Benevolent Association (herein the "POBA") is amended and supplemented on this 7th day of January 2019 as follows:

A. Article 10, Workday & Work Week

Section A, Subsection 2, which stated in the MOA, "No change" is to be replaced with the following: The staff schedule shall consist of a 14 day cycle, consisting of 5 days on duty followed by 2 days off, followed by 4 days on duty followed by 3 days off, after which the cycle repeats itself. The staff work day shall consist of 8.5 hour days.

B. Upon ratification of the MOA and this Supplemental Memorandum of Agreement by the parties, the POBA will withdraw its appeal of PERC's December 21, 2017 decision with prejudice.

C. Except as supplemented by this Agreement, all terms of the MOA shall be unchanged.

FOR THE POBA

CARMINE DISBROW,
POBA PRESIDENT

FOR THE CITY OF JERSEY CITY

TAWANA MOODY,
POLICE DIVISION DIRECTOR
COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of the City of Jersey City ("City") proprietary tax collection/financial computer software systems for the 2019 Calendar Fiscal Year; and

WHEREAS, H&L SYSTEMS, INC. has agreed to provide these services in the manner specified by the Division of Information Technology for a one year period effective January 1, 2019 through December 31, 2019; and

WHEREAS, the City received a proposal from H&L SYSTEMS, INC. to provide services for a total contract amount not to exceed $137,500.00 of which $32,000.00 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

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

WHEREAS, funds are available in the amount of $32,000.00 in Acct. No. 1-201-20-140-314; 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, H&L SYSTEMS, INC. has completed and submitted a Business Entity Disclosure Certification which certifies that H&L SYSTEMS, INC. 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 H&L SYSTEMS, INC. from making any reportable contributions during the term of the contract; and

WHEREAS, H&L SYSTEMS, INC. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, H&L SYSTEMS, INC. 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, N.J.S.A. 40A:11-5(1)(dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

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

1. A contract is awarded to H&L SYSTEMS, INC. in the amount not to exceed $137,500.00, and the City’s Purchasing Agent is directed to have such a contract drawn up and executed;

2. The term of the contract shall be one year effective as of January 1, 2019;

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

4. 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;

5. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd);

6. This contract award 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
RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE WITHOUT PUBLIC BIDDING

7. Pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this 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 Fiscal Year permanent budget.

Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-20-140-314 for payment of the above resolution.

Requisition No. 0187302
Purchase Order No. 132528

EEO/AA Review

G:\Resolutions\H&L\H&L 2019\H&L RESO CY 2019.docx
TGR-IT Division

APPROVED: 
BUSINESS ADMINISTRATOR

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

CERTIFICATION REQUIRED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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✓ Indicates Vote

N.V. (Not Voting) (Abstain)

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

Rolando A. 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 AGREEMENT WITH H&L SYSTEMS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

Project Manager

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<th>Department/Division</th>
<th>Administration</th>
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<tr>
<td>Name/Title</td>
<td>Bernadette Kucharczuk</td>
<td>Information Technology Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4442</td>
<td><a href="mailto:bkucharczuk@jcnj.org">bkucharczuk@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

Contract for the support of proprietary computer software provided to the City by H&L Systems, Inc. The software is used for Tax Collection as well as City financial transactions.

Cost (Identify all sources and amounts)

IT operating budget, $11,458.34 per month, $137,500 per year, $34,375.02 initial encumbrance

Contract term (include all proposed renewals)

One year

Type of award

If "Other Exception" enter type

Additional Information

I certify that all the facts presented herein are accurate.

Bernadette Kucharczuk
Signature of Department Director

Signature of Purchasing Director Date
DETERMINATION OF VALUE CERTIFICATION

Bernadette Kucharczuk, of full age, hereby certifies as follows:

1. I am the Director of the Division of Information Technology of the City of Jersey City and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology uses a proprietary software accounting system to meet the City's financial, tax collection and procurement needs. This proprietary software has been used by the City since 2006.

3. The City has determined that a contract for maintenance of this proprietary software product should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. H&L SYSTEMS, INC. is the company which owns the proprietary software; it can provide the maintenance services for the City and has submitted a proposal indicating that it will provide the services for the sum of $11,458.34 per month, $137,500.00 per year.

5. The Division of Information Technology's recommendation is to award the contract to H&L SYSTEMS.

6. The term of the contract is one year effective as of January 1, 2019.

7. The estimated amount of the contract exceeds $17,500.00 ($137,500.00).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Bernadette Kucharczuk, Director
Division of Information Technology

Feb 1, 2019
Signature & Date
**APPENDIX A**

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. § 12101 et seq.), which prohibit 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 violated 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:**

**Representative’s Signature:**

**Name of Company:**

**Tel. No.:**

**Date:**
EXHIBIT A (Continued)

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 review any of its testing procedures, if necessary, to assure that all personal 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 conformity 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 file company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.A.S. 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): Eva Santos / Administrator
Representative's Signature: ____________________________
Name of Company: 4 Diag Systems Inc.
Tel. No.: 732-831-9370 Date: 4/19/19
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: AT+L Systems INC
Address: 327 Barcelona Dr. Toms River NJ 08753
Telephone No: 932-731-9370
Contact Name: Eva Santos

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.

Women Business Enterprise

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

DIVISION OF PURCHASING COPY
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: H & L Systems Inc
Address: 327 Barcelona Dr, Toms River N.J. 08753
Telephone No.: 732-831-9870
Contact Name: E. Santos

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE) [V]
- 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 origin 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 origin 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 origin 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
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 official's of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (e) and (f).

<table>
<thead>
<tr>
<th>Vendor Affirmation</th>
<th>Community Affirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

Part II - Ownership Disclosure Certification
☑ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:
☐ Partnership    ☑ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Santos</td>
<td>327 Barcelona Dr, Toms River, NJ 08753</td>
</tr>
<tr>
<td>Noel Santos</td>
<td>464 Regency Ct, Toms River, NJ 08753</td>
</tr>
</tbody>
</table>

Part III - 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:

Signature of Affiant: __________________________
Title: __________________________
Printed Name of Affiant: __________________________
Date: __________________________

Subscribed and sworn before me this ______ day of January, 2019.

My Commission expires: August 17, 2020

KYLE S YEAGER
Notary Public
State of New Jersey
My Commission Expires Aug 17, 2020
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: PHL+ Systems Ltd.
Address: 327, Barcelona Dr.
City: Toms River State: N.J. Zip: 08753

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature ___________________________ Printed Name ___________________________
Title ________________________________

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [][name of business entity] has not made any reportable contributions in the **one-year period preceding 11/15/08 - 12/14/08** (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: [][name of business entity]

Signed: [Signature]

Print Name: [Name]

Date: [Date]

Subscribed and sworn before me this [Day] day of January 2019,
My Commission expires:

Notary Public

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

Taxpayer Name: H&L SYSTEMS, INC.
Trade Name:
Address: 327 BARCELONA DR
TOMS RIVER, NJ 08753-2949
Certificate Number: 0567787
Effective Date: October 09, 1990
Date of Issuance: January 17, 2019

For Office Use Only:
20190117113407103

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2014 to 15-JUN-2021

H & L SYSTEMS INC.
327 BARCELONA DRIVE
TOMS RIVER NJ 08753

Andrew P. Sidamon-Eristoff
State Treasurer
1/17/2019

2493 BARCELONA DR
TOMS RIVER NJ 08753-2949
0567787
October 09, 1990
January 17, 2019
20190117113407103

11116
15-JUN-2014 to 15-JUN-2021

H & L SYSTEMS INC.
327 BARCELONA DRIVE
TOMS RIVER NJ 08753

Andrew P. Sidamon-Eristoff
State Treasurer
1/17/2019
Resolution of the City of Jersey City, N.J.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of the City of Jersey City ("City") proprietary tax collection/financial computer hardware and software systems for the 2019 Calendar Fiscal Year; and

WHEREAS, NETWORK MANAGEMENT SOLUTIONS, INC. has agreed to provide these services in the manner specified by the Division of Information Technology for a one year period effective January 1, 2019 through December 31, 2019; and

WHEREAS, the City received a proposal from NETWORK MANAGEMENT SOLUTIONS, INC. to provide services for a total contract amount not to exceed $144,300.00 of which $36,075.00 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

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

WHEREAS, funds are available in the amount of $36,075.00 in Acct. No. 1-201-20-140-314; 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, NETWORK MANAGEMENT SOLUTIONS, INC. has completed and submitted a Business Entity Disclosure Certification which certifies that NETWORK MANAGEMENT SOLUTIONS, INC. 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 NETWORK MANAGEMENT SOLUTIONS, INC. from making any reportable contributions during the term of the contract; and

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

WHEREAS, NETWORK MANAGEMENT SOLUTIONS, INC. has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the Director of the Information Technology Division, Bernadette Kucharczuk, has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, N.J.S.A. 40A:11-5(f)(d) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

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

1. A contract is awarded to NETWORK MANAGEMENT SOLUTIONS, INC. in the amount not to exceed $144,300.00, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

2. The term of the contract shall be one year effective as of January 1, 2019;

3. Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affair Law, N.J.S.A 40A:5-1 et seq.;

4. 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;
RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE WITHOUT PUBLIC BIDDING

5. This contract is awarded without public bidding pursuant to N.J.S.A 40A:11-5(1)(d).

6. This contract award 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. 5:30-5.5(a) the continuation of this 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 Fiscal Year permanent budget.

I, (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-20-140-314 for payment of the above Resolution.

Requisition No. 0187303, Purchase Order No. 132650

EEO/AA Review

G:\Resolutions\NMS\NMS RESO CY 2019.docx

TGR-IT Division

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>✓</td>
<td>BOGGIANO</td>
<td>✓</td>
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<td>YUN</td>
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<td>RIVERA</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
<td>✓</td>
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<td></td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert H. Lavarrro, 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 AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Bernadette Kucharczuk</td>
<td>Information Technology Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4442</td>
<td><a href="mailto:bkucharczuk@jcnj.org">bkucharczuk@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

Support services for proprietary hardware and software systems used by City agencies which includes: support of the following: PC network file servers, network routers, switches, firewalls, email servers, LAN/WAN systems, Internet filtering and distribution systems, anti-spam and anti-virus systems, City VOIP telephone systems. Also support services for installation/integration services for new hardware/software systems.

Cost (Identify all sources and amounts)

IT operating budget, $12,025.00 per month, $144,300.00 per year, reimburse via partial payments on a quarterly basis

Contract term (include all proposed renewals)

One year

Type of award

Support of proprietary IT system

If “Other Exception” enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: Bernadette Kucharczuk
Signature of Purchasing Director
02/01/2019
Date

Date
DETERMINATION OF VALUE CERTIFICATION

Bernadette Kucharczuk, of full age, hereby certifies as follows:

1. I am the Director of the Division of Information Technology of the City of Jersey City and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology uses a unique combination of hardware and software systems which are combined with a variety of telecommunication systems to create a proprietary Wide Area Network (WAN) and a number of Local Area Networks (LANs), which require on-going maintenance, management, monitoring and support.

3. The City has determined that a contract for maintenance, management, monitoring and support of these proprietary networks and the associated unique combination of core hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. NETWORK MANAGEMENT SOLUTIONS can provide the required maintenance, management, monitoring, and support services for the proprietary WAN/LAN networks and the associated core hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services on a 24x7x365 basis for the sum of $12,025.00 per month ($144,300.00 per year).

5. The Division of Information Technology’s recommendation is to award the contract for maintenance, management, monitoring and support to NETWORK MANAGEMENT SOLUTIONS.

6. The term of the contract is one year effective as of January 1, 2019.

7. The estimated amount of the contract exceeds $17,500.00 ($144,300.00).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Bernadette Kucharczuk, Director
Division of Information Technology

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [Network Management Solutions, Inc.], (name of business entity) has not made any reportable contributions in the **one-year period preceding** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (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: Network Management Solutions, Inc.

Signed: [Signature] Date: 1/23/2019

Print Name: Donald L. Sig. Date: 1/23/2019

Subscribed and sworn before me this 23 day of January, 2019
My Commission expires: October 17, 2023

[Signature]
Notary Public
State of New Jersey
My Commission Expires Oct. 17, 2023
I.D.# 2459430

*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. 2001, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Pritz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavran for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

Part II – Ownership Disclosure Certification
☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop</td>
<td>438 Thayer Dr, Westfield, NJ 07090</td>
</tr>
<tr>
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</tbody>
</table>

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: [Redacted]
Signature of Affiant: [Redacted]
Printed Name of Affiant: [Redacted]
Title: [Redacted]
Date: 1/23/2013

Subscribed and sworn before me this 23 day of January 2013

(Witnessed or attested by)

EMILY ISABEL DILONE
Notary Public
State of New Jersey
My Commission Expires Oct. 17, 2023
I.D. # 2458430
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 conformity 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 A302 (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 of New Jersey, 17:27.

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

EXHIBIT A
N.J.A.C. 18:6-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

understands that their contract/agency'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):

Representative's Signature:

Name of Company:

Tel. No.: Date: 1/23/99

THE NEW JERSEY STATE OF NEW JERSEY DEPARTMENT OF TREASURY

The Division of Purchase & Property, CCAU, EEO Monitoring Program

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

EXHIBIT A
N.J.A.C. 18:6-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Management Solutions, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>163 E. Main St. 1710 A</td>
</tr>
<tr>
<td>City</td>
<td>Little Falls</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip</td>
<td>07924</td>
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</table>

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: [Signature]
Printed Name: [Printed Name]
Title: [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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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<td>N/A</td>
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Check here if the information is continued on subsequent page(s).
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STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Network Management Station

Organization Address: 163 E. Main St., Little Falls, NJ 07424

Part I Check the box that represents the type of business organization:

- [ ] Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- [ ] Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- [ ] For-Profit Corporation (any type)
- [ ] Limited Liability Company (LLC)
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Partnership (LLP)
- [ ] Other (be specific):

Part II

- [ ] The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

- [ ] No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald P. Sevick</td>
<td>478 Arbor Dr.</td>
</tr>
<tr>
<td></td>
<td>Wyckoff, NJ 07481</td>
</tr>
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</tbody>
</table>
Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Donald R. Seif
Title: President
Signature:
Date: 1/23/19
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: Network Management Solutions, Inc.

Address: 163 E. Main Street, Little Ferry, NJ 07643

Telephone No: 908-222-0100

Contact Name: Donald R. Sefick

Please check applicable category:

_____ Minority Owned Business (MBE)  _____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBE)  _____ Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Network Management Solutions, Inc
Address: 1676 Main St, Suite A, Little Ferry, NJ 07643
Telephone No.: 973-232-6100
Contact Name: Donnell R. Sills

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: Network Management Solutions Inc.
Address: 163 E. Main St., Suite A, Little Falls, NJ 07424
Telephone No.: 908-232-0100
Contact Name: Donald R. Selig

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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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
TAXPAYER NAME: NETWORK MANAGEMENT SOLUTIONS, INC.

ADDRESS: 163 EAST MAIN ST STE A
          LITTLE FALLS NJ 07424

EFFECTIVE DATE: 06/14/96

TRADE NAME: SEQUENCE NUMBER: 0659986

ISSUANCE DATE: 01/23/18

Director
New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
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-OCT-2018 to 15-OCT-2025.

NETWORK MANAGEMENT SOLUTIONS
163 E. MAIN STREET. SUITE A
LITTLE FALLS  NJ 07424

ELIZABETH MAHER MUOIO
State Treasurer
COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to support and maintain the Avaya Phone System for the Department of Public Safety; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, the City of Jersey City (City) has received a proposal from Fisher Telecom, LLC. in the total amount of Forty One Thousand Nine Hundred Thirty Eight Dollars and Seventy Cents ($41,938.70) effective January 1, 2019 thru December 31, 2019; and

WHEREAS, Fisher Telecom, LLC. has agreed to and has the specific ability to support the Department of Public Safety Avaya Phone System with regard to its integration with the Intrado 911 system and the detailed requirements of said integration; and

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

WHEREAS, funds in the amount of $41,938.70 are currently available in the 2019 fiscal year temporary budget in Account No. 19-01-201-25-271-314; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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, Fisher Telecom, LLC. has completed and submitted a Business Entity Disclosure Certification which certifies that Fisher Telecom, LLC. has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Fisher Telecom, LLC. from making any reportable contributions during the term of the contract; and

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

WHEREAS, Fisher Telecom, LLC. has submitted its Certification of Compliance with the City’s Contractor Pay to Play Reform Ordinance adopted on September 3, 2008; and

WHEREAS, the Public Safety Director has determined and certified in writing that the value of the contract will exceed $17,500;
RESOLUTION AUTHORIZING AN AGREEMENT WITH FISHER TELECOM, LLC.
FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE
DEPARTMENT OF PUBLIC SAFETY AVAYA PHONE SYSTEM WITHOUT PUBLIC
BIDDING

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

1. A one year contract effective January 1, 2019 is awarded to Fisher Telecom, LLC. in the amount
   of Forty One Thousand Nine Hundred Thirty Eight Dollars and Seventy Cents ($41,938.70) and
   the City's Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd);

3. The award of this contract shall be subject to the condition that Fisher Telecom, 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.;

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

5. Upon certification by an official or employee of the City authorized to administer the contract,
   that the services have been provided and that the requirements of the contract met, 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

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure
   Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform
   Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file
   with this resolution.

I, Elizabeth Castello, Acting Chief Financial Officer, hereby certify that funds
are available for payment of the above resolution in Account No. 19-01-201-25-271-314

Account No. 19-01-201-25-271-314.

P.O.# 132313

Amount $41,938.70

APPROVED:___/_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9/0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2/14/19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando J. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION AUTHORIZING AN AGREEMENT WITH FISHER TELECOM, LLC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Baker, Sr.</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5449</td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Annual maintenance and support for the AVAYA phone system.

I certify that all the facts presented herein are accurate.

Signature of Department Director: Robert Baker, Sr.

Date: 1-27-19

Signature of Purchasing Director

Date
DETERMINATION OF VALUE CERTIFICATION

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

1. I am the Director of Public Safety of the City of Jersey City.

2. Attached to this Certification is a Resolution for maintenance and repairs to the AVAYA phone system utilized by the Jersey City Department of Public Safety.

3. The term of the contract is January 1, 2019 to December 31, 2019.

4. The amount of the contract is $41,938.70.00 per year which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1/31/19

James Shea, Director
Fisher Telecom, LLC.
P.O. Box 72704
Roselle, IL 60172
(888) 876-6870
chris@fishertelecom.com
www.fishertelecom.com

**INVOICE**

**BILL TO**
Director Robert A Baker Sr
Jersey City Police Department
73-85 Bishop Street
Jersey City, NJ 07304 U.S.

**INVOICE # 1004**
**DATE 12/10/2018**
**DUE DATE 01/01/2019**
**TERMS Net 30**

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/7 Full Coverage</td>
<td>24/7 Full Coverage Maintenance &amp; Support of all Avaya Communication Manager phone systems, including: Bishop Street, 1 Journal Square, 207 E. 7th Street, 1 Jackson Street, and the Fire Department IP Office</td>
<td>1</td>
<td>41,938.70</td>
<td>41,938.70</td>
</tr>
</tbody>
</table>

**BALANCE DUE**

$41,938.70
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 committees, joint candidates committee or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017
Lavratto for Councilman
Friends of Joyce Waterman
Friends of Daniel Rivera
Ridley for Council

Mira Prinz-Acra for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHRISTOPHER FISHER</td>
<td>55 W 57TH WEBSTER AVE, ROSSELLE, IL 60172</td>
</tr>
</tbody>
</table>

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: FISHER TELECOM, LLC
Signature of Affiant: [Signature]
Printed Name of Affiant: CHRISTOPHER FISHER
Title: PRESIDENT
Date: 12/1/18

Subscribed and sworn before me this 11 day of

My Commission expires: 04/23/2020

(Witnessed or attested by)

APRIL THAKKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 23, 2020
CERTIFICATION REGARDING SUSPENSION/DEBARRMENT


the Contractor who submitted the lowest responsible bid for the project known as

TELECOMMUNICATIONS MAINTENANCE

I executed the Proposal submitted to the City of Jersey City with the full authority to do

so. As of the date of execution of this Certification on this 10th day of DECEMBER

2018 the firm of FISHER TELECOM LLC has not been suspended or debarred

from submitting bid proposals by the United States of America, its departments,

divisions, and agencies or by the State of New Jersey, its departments, divisions, and

agencies.

I certify that the foregoing statements are true. I am aware that if any of the

foregoing statements made by me are willfully false, I am subject to punishment.

(Name of Contractor)

Signed By: CHRISTOPHER FISHER

Dated: 12/10/18

Title: OWNER

Sworn and subscribed to before me
This 10 day of 12, 2018

ARTI N. THAKKAR
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 23, 2020

*Must be notarized and returned with bid only if total bid amount exceeds $100,000.00

WWW.JERSEYCITYNJ.GOV
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 FISHER TELECOM, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding ______________________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FISHER TELECOM, 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: FISHER TELECOM, LLC

Signed ___________________ Title: Owner

Print Name: CHRISTOPHER FISHER Date: 12/10/18

Subscribed and sworn before me this 10-day of 12, 2018, My Commission expires: 04/12/2020

ARTI N THAKKAR (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.
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: FISHER TELECOM LLC
Address: 250-451 WEBSTER AVENUE
City: ROSELLE State: IL Zip: 60172

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature

Printed Name: CHRISTOPHER FISHER Title: OWNER

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ 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, national origin 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, national origin 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): CHRISTOPHER FISHER, OWNER
Representative’s Signature: ________________________
Name of Company: FISHER TELECOM LLC
Tel. No.: 732-841-8854 Date: 12/10/18
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>FISHER TELECOM LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>25W451 WEBSTER AVE</td>
</tr>
<tr>
<td></td>
<td>ROSELLE, IL 60172-3141</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>2291585</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>December 06, 2018</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>December 11, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>For Office Use Only:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>20181211105310125</td>
</tr>
</tbody>
</table>
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner (hereafter "owner") of FISHER TELECOM, LLC do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to abate 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: CHRISTOPHER FISHER, OWNER
Representative's Signature:
Name of Company: FISHER TELECOM, LLC
Tel. No.: 773-814-8954
Date: 12/10/18
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: FISHER TELECOM, LLC
Address: 25 W 451 WEBSTER AVE
Telephone No.: 773 814 8454
Contact Name: CHRISTOPHER FISHER

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
Remitter: FISHER TELECOM LLC

Pay To The THE TREASURER, STATE OF NEW JERSEY

Pay: ONE HUNDRED FIFTY DOLLARS AND 00 CENTS $** 150.00 **

Do not write outside this box

Memo: 

Note: For information only. Comment has no effect on bank's payment.

Sol Gindi, Chief Administrative Officer
JPMorgan Chase Bank, N.A.

Columbus, OH
### FORM AA302
#### Section A - Company Identification

<table>
<thead>
<tr>
<th>1. FID. NO. OR SOCIAL SECURITY</th>
<th>2. TYPE OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. MFG</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. COMPANY NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>欲りHE TELECOM LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. STREET</th>
<th>CITY</th>
<th>COUNTY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>254461 WEBSTER</td>
<td>Roselle</td>
<td>OJPAOE</td>
<td>IL</td>
<td>60772</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. CHECK ONE: IS THE COMPANY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SINGLE-ESTABLISHMENT EMPLOYER</td>
</tr>
<tr>
<td>2. MULTI-ESTABLISHMENT EMPLOYER</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT</th>
<th>NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. PUBLIC AGENCY AWARDED CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Official Use Only</th>
<th>DATE RECEIVED</th>
<th>INSPECTOR</th>
<th>ASSIGNED CERTIFICATION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Section B - Employment Data

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

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COL. 1 TOTAL (Cols. 2 &amp; 3)</td>
<td>COL. 2 MALE</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td>1</td>
<td>i</td>
</tr>
<tr>
<td>Professionals</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Technicians</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sales Workers</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Office &amp; Clerical</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Craftworkers (Skilled)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Service Workers</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1</td>
<td>i</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Temporary &amp; Part-Time Employees</th>
<th>THE DATA BELOW SHALL NOT BE INCLUDED IN THE FIGURES FOR THE APPROPRIATE CATEGORIES ABOVE.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. HOW WAS INFORMATION AS TO RACIAL OR ETHNIC GROUP IN SECTION B OBTAINED?
<table>
<thead>
<tr>
<th>1. Visual Survey</th>
<th>2. Employment Record</th>
<th>3. Other (Specify)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13. DATES OF PAYROLL PERIOD USED
<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/2019</td>
<td>1/22/2019</td>
</tr>
</tbody>
</table>

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?
<table>
<thead>
<tr>
<th>1. YES</th>
<th>2. NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

15. IF NO, DATE LAST REPORT SUBMITTED
<table>
<thead>
<tr>
<th>MO.</th>
<th>DAY</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22</td>
<td>2019</td>
</tr>
</tbody>
</table>

### Section C - Signature and Identification

<table>
<thead>
<tr>
<th>NAME OF PERSON COMPLETING FORM (Print or Type)</th>
<th>SIGNATURE</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHRISTOPHER M. FISHER</td>
<td></td>
<td>PRESIDENT</td>
<td>1/22/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS NO &amp; STREET</th>
<th>CITY</th>
<th>COUNTY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>PHONE ( AREA CODE, NO., EXTENSION)</th>
</tr>
</thead>
<tbody>
<tr>
<td>254461 WEBSTER</td>
<td>Roselle</td>
<td>OJPAOE</td>
<td>IL</td>
<td>60772</td>
<td>773-874-8485</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING AN AGREEMENT WITH FISHER TELECOM, LLC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO 911 SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the Public Safety Intrado 911 System; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, the City of Jersey City (City) has received a proposal from Fisher Telecom, LLC. in the total amount of Two Hundred Twenty Six Thousand Seven Hundred and Ninety Nine ($226,799.00) Dollars effective January 1, 2019 thru December 31, 2019; and

WHEREAS, Fisher Telecom, LLC. has specific knowledge of the Intrado 911 System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; and

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

WHEREAS, funds in the amount of $226,799.00 are currently available in the 2019 fiscal year temporary budget in Account No. 19-01-201-25-271-314; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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, Fisher Telecom, LLC. has completed and submitted a Business Entity Disclosure Certification which certifies that Fisher Telecom, LLC. has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Fisher Telecom, LLC. from making any reportable contributions during the term of the contract; and

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

WHEREAS, Fisher Telecom, LLC. has submitted its Certification of Compliance with the City’s Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

WHEREAS, the Public Safety Director has determined and certified in writing that the value of the contract will exceed $17,500;
RESOLUTION AUTHORIZING AN AGREEMENT WITH FISHER TELECOM, LLC.
FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE
DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY)
INTRADO 911 SYSTEM WITHOUT PUBLIC BIDDING

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

1. A one year contract effective January 1, 2019 is awarded to Fisher Telecom, LLC. in the amount of Two Hundred Twenty Six Thousand Seven Hundred and Ninety Nine ($226,799.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and

3. The award of this contract shall be subject to the condition that Fisher Telecom, 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.;

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

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, 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

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

Chief Financial Officer, hereby certify that funds are available for payment of the above resolution in Account No. 19-01-201-25-271-314

<table>
<thead>
<tr>
<th>Account No.</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-01-201-25-271-314</td>
<td>132312</td>
<td>$140,225.00</td>
</tr>
<tr>
<td>19-01-201-25-271-314</td>
<td>132311</td>
<td>$86,574.00</td>
</tr>
</tbody>
</table>

APPROVED AS TO LEGAL FORM

Certification Required ☐ Not Required ☐

APPROVED 9-0

ROBERT BYRNE, CITY CLERK

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET – CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING AN AGREEMENT WITH FISHER TELECOM, LLC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO 911 SYSTEM WITHOUT PUBLIC BIDDING

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>Communications &amp; Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Baker, Sr.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5449</td>
<td><a href="mailto:rbakersr@njjcops.org">rbakersr@njjcops.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
Annual software subscription, support & maintenance for the 911 system.

I certify that all the facts presented herein are accurate.

[Signature]
1-29-19
Signature of Department Director
Date

Signature of Purchasing Director
Date
DETERMINATION OF VALUE CERTIFICATION

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

1. I am the Public Safety Director for the City of Jersey City.

2. Attached to this Certification is a resolution awarding a contract to Fisher Telecom, LLC. to provide the City with maintenance and support for the Intrado E-911 system.

3. The term of the contract is one year effective as of January 1, 2019.

4. The amount of the contract is $226,799.00 per year which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-29-17

James Shea, Director of Public Safety
INVOICE

BILL TO
Director Robert A Baker Sr
Jersey City Police Department
73-85 Bishop Street
Jersey City, NJ 07304 U.S.

INVOICE # 1006
DATE: 12/10/2018
DUE DATE: 01/01/2019
TERMS: Net 30

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intrado Software</td>
<td>Intrado (West) Software Support &amp; Annual Updates</td>
<td>1</td>
<td>86,574.00</td>
<td>86,574.00</td>
</tr>
<tr>
<td>Support</td>
<td>(required)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BALANCE DUE

$86,574.00
**FISHER TELECOMMUNICATIONS, INC.**
RELIAL & RESPONSIBLE

Fisher Telecom, Inc.
P.O. Box 72704
Roselle, IL 60172
(888) 876-6870
chris@fishertelecom.com
www.fishertelecom.com

# INVOICE

**BILL TO**
Director: Robert A. Baker Sr.
Jersey City Police Department
73-85 Bishop Street
Jersey City, NJ 07304 U.S.

**INVOICE**

INVOICE # 1005
DATE: 12/10/2018
DUE DATE: 01/01/2019
TERMS: Net 30

<table>
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<tr>
<th>SERVICE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/7 Intrado</td>
<td>24/7 Full Coverage Maintenance &amp; Support of Intrado (West) e911 system, including peripherals such as: keyboards, monitors, and touch-screens.</td>
<td>1</td>
<td>140,225.00</td>
<td>140,225.00</td>
</tr>
</tbody>
</table>

**BALANCE DUE**

$140,225.00
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 official> as defined pursuant to N.J.S.A. 19:44A-3(d), (e) and (f).

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Mira Prinz-Arey for Council</td>
</tr>
<tr>
<td>Lavaro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

Check the box that represents the type of business entity:

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHRISTOPHER FISHER</td>
<td>25W451 WEBSTER AVE, ROSSELLE, IL 60072</td>
</tr>
</tbody>
</table>

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: FISHER TELECOM, LLC
Signature of Affiant: [Signature]
Printed Name of Affiant: CHRISTOPHER FISHER
Title: PRESIDENT
Date: 12/10/19

My Commission expires: 04/23/2020

Subscribed and sworn before me this 11 day of
2018

(Seal)

(Witnessed or attested by)

ARTIN THAKAR
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 23, 2020
CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am CHRISTOPHER FISHER of the firm of FISHER TELECOMMUNICATIONS LLC

the Contractor who submitted the lowest responsible bid for the project known as

TELECOMMUNICATIONS MAINTENANCE

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this 10th day of December, 2018, the firm of FISHER TELECOMMUNICATIONS LLC has not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or by the State of New Jersey, its departments, divisions, and agencies.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

[Signature]

(Name of Contractor)

Signed By: CHRISTOPHER FISHER

Dated: 12/10/18

Title: OWNER

Sworn and subscribed to before me
This 10 day of 12, 2018

[Signature]

ARTI N THAKKAR
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 23, 2020

*Must be notarized and returned with bid only if total bid amount exceeds $100,000.00

WWW.JERSEY CITY NJ.GOV
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 FISHER TELECOM, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding ____________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FISHER TELECOM, 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: FISHER TELECOM, LLC

Signed ___________________________ Title: OWNER

Print Name: CHRISTOPHER FISHER Date: 12/10/18

Subscribed and sworn before me this 10th day of December, 2018 My Commission expires: 01/23/2020

ARTI N THAKKAR (Affiant)
Notary Public - State of Illinois My Commission Expires, Apr 23, 2020

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>FISHER TELECOM LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>252-457 WEBSTER AVENUE</td>
</tr>
<tr>
<td>City:</td>
<td>ROSELLE</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07073</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name: FISHER

Title: OWNER

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

☐ 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 personal 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 conformity 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) : CHRISTOPHER FISHER, OWNER
Representative's Signature: ____________________________
Name of Company: FISHER TELECOM LLC
Tel. No.: 273 814 845-41 Date: 10/10/18
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
</tr>
<tr>
<td><strong>Taxpayer Name:</strong></td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
</tr>
<tr>
<td><strong>For Office Use Only:</strong></td>
</tr>
</tbody>
</table>
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the **OWNER** of FISHER TELECOM LLC (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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 expenses 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: CHRISTOPHER FISHER, OWNER

Representative's Signature: [signature]

Name of Company: FISHER TELECOM LLC

Tel. No.: 713-814-8589

Date: 12/10/18
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name:  FISHER TELECOM, LLC
Address:  25 W451 WEBSTER AVE
Telephone No.:  773 814 8454
Contact Name:  CHRISTOPHER FISHER

Please check applicable category:

___ Minority Owned Business (MBE) ___ Minority & Woman Owned Business (MWBE)
___ Woman Owned Business (WBE)  X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CHASE

Remitter: FISHER TELECOM LLC

Pay To The THE TREASURER, STATE OF NEW JERSEY
Order Of:

Pay: ONE HUNDRED FIFTY DOLLARS AND 00 CENTS $** 150.00 **

Memo: ____________________________

Note: For Information only. Comment has no effect on bank's payment.

Drawn JPMORGAN CHASE BANK, N.A.

Sol Gindi, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM IT.

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302Instr.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 2. TYPE OF BUSINESS 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME
5. STREET CITY COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ?S SINGLE-ESTABLISHMENT EMPLOYER.
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT
10. PUBLIC AGENCY AWARDING CONTRACT

SECTION B - EMPLOYMENT DATA

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

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>COL. 1 TOTAL (Col. 2 &amp; 3)</th>
<th>COL. 2 MALE</th>
<th>COL. 3 FEMALE</th>
<th>PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN</th>
<th>PATHESSIC BLACK</th>
<th>INDIAN ASIAN MAJER</th>
<th>INDIAN ASIAN MAJER</th>
<th>TOTAL</th>
<th>PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>INDIAN</th>
<th>ASIAN</th>
<th>MAJER</th>
<th>INDIAN</th>
<th>ASIAN</th>
<th>MAJER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials/Managers</td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
<td></td>
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The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
1. Visual Survey 2. Employment Record 3. Other (Specify)
13. DATES OF PAYROLL PERIOD USED
   From: 1/1/2019 To: 1/22/2019
14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?
15. IF NO, DATE LAST REPORT SUBMITTED

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
   CHRISTOPHER M. FISHER PRESIDENT 1/22/2019
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
   256 W 461 WEBSTER ROSSELLE OXNARD IL 60172 773-814-8487
RESOLUTION RATIFYING THE AWARD OF AN AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY IT/LAN COMPUTERS, ZETRON SYSTEM, NCIC 2000 WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the Department of Public Safety’s existing software applications within NCIC 2000 created by Gold Type Business Machines, Inc. ("GTBM") which is a proprietary system that requires support and maintenance services; and

WHEREAS, vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey; and

WHEREAS, GTBM is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, GTBM has agreed to provide LAN and hardware system maintenance services in the manner specified by the Department of Public Safety’s Computer Services Division; and

WHEREAS, service will be provided 24 hours per day and seven (7) days per week with a minimum mandated response time of four (4) hours; and

WHEREAS, the City of Jersey City ("City") has received a proposal from GTBM in the total amount of Three Hundred Forty Two Thousand Four Hundred ($342,400.00) Dollars a Year effective January 1, 2019 thru December 31, 2019; and

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

WHEREAS, funds in the amount of $500.00 are currently available in the temporary 2019 budget in Account No. 19-01-201-25-271-314; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for maintenance and support services for a proprietary computer system that the City already owns; 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 Public Safety Director has determined and certified in writing that the value of the contract will exceed $17,500; and

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

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

WHEREAS, GTBM has submitted its certification of compliance with the City’s Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008; and certified that it has not made any reportable contributions in the one-year period preceding the award of this 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;
RESOLUTION RATIFYING THE AWARD OF AN AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY IT/LAN COMPUTERS, ZETRON SYSTEM, NCIC 2000 WITHOUT PUBLIC BIDDING

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

1. A one year contract effective January 1, 2019 is awarded to Gold Type Business Machines Inc. ("GTBM") in the amount of Three Hundred Forty Two Thousand Four Hundred Dollars ($342,400.00) and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(d)(d);

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

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

5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance, and the Determination of Value Certification attached hereto, shall be placed on file with this resolution.

I, Robert Byrne, City Clerk, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No.19-01-201-25-271-314.

ACCT# 19-01-201-25-271-314 P.O.# 132417 AMT: $500.00

APPROVED:  \[signature\] Business Administrator

APPROVED:  \[signature\] Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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N.V. = Not Voting (Abstain)

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

\[signature\] \[signature\]

Robert Rivera, 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 AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY IT/LAN COMPUTERS, ZETRON SYSTEM, NCIC 2000 WITHOUT PUBLIC BIDDING

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>Communications &amp; Technology</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Baker, Sr.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5449</td>
<td><a href="mailto:rbakersr@njcps.org">rbakersr@njcps.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The Police Department utilizes existing software applications within NCIC 2000 and was created by G.T.B.M. Inc. It is a proprietary system that requires support and maintenance services. Vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey.

G.T.B.M. Inc. is the only vendor in New Jersey to successfully complete all certifications. This also includes support of the Fire Department’s ZETRON Alerting system and Public Safety LAN. The Public Safety network is a CTS encrypted network serving 2,300 Public Safety employees at 43 locations. All calls for service are completed within a 2 hour period.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] 1/30/19

Signature of Purchasing Director Date
DETERMINATION OF VALUE CERTIFICATION

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

1. I am Public Safety Director for the City of Jersey City.

2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with LAN support and maintenance.

3. The term of the contract is one year effective as of January 1, 2019.

4. The amount of the contract is $342,400.00 per year which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1/30/19

James Shea, Director of Public Safety
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-36 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): [Signature]
Representative's Signature:
Name of Company: [Signature]
Tel. No.: [Signature] Date: [Signature]
AMERICANS WITH DISABILITIES ACT OF 1990

The contractor and the , (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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 expenses 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: (Signature)
Representative's Signature:
Name of Company: (Address)
Tel. No.: Date: 11/11/99

16
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: [Gold Type Business Name Here]
Address: 351 Park Ave East Rutherford NJ 07073
Telephone No.: 212-351-5050
Contact Name: [V. J. Crosser]

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
TAXPAYER NAME: GOLD TYPE BUSINESS MACHINES
TAXPAYER IDENTIFICATION #: 222-162-411/000
ADDRESS: 351 PATERNSON AVENUE EAST RUTHERFORD NJ 07073
EFFECTIVE DATE: 02/22/77

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

TRADE NAME:

SEQUENCE NUMBER: 0067515

ISSUANCE DATE: 10/13/04

DEPARTMENT OF TREASURY DIVISION OF REVENUE
PO BOX 252 TRENTON, N J 08625-0252

ADDRESS: 351 PATERNSON AVENUE EAST RUTHERFORD NJ 07073
EFFECTIVE DATE: 02/22/77

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Director
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. 17:37-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2012 to 15-JAN-2019.

GOLD TYPE BUSINESS MACHINE INC.
351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073

Andrew P. Sidamon-Eristoff
State Treasurer
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: [Vendor Name]
Address: [Address]
City: [City]
State: [State]
Zip: [Zip]

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: [Signature]
Printed Name: [Printed Name]
Title: [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.

<table>
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<tr>
<th>Contributor Name</th>
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☐ Check here if the information is continued on subsequent page(s).
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

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<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Frank Gajewski for Council</th>
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<td>Team Fulop</td>
<td>Friends of Khemraj &quot;Chico&quot; Ramchik</td>
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<td>Team Fulop runoff</td>
<td>Councilperson Richard Boggiano</td>
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<tr>
<td>Lavarrro for Council</td>
<td>Michael Yun for Council</td>
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<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
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<td>Councilperson Daniel Rivera</td>
<td>Diane Coleman for Council</td>
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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

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<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tbody>
<tr>
<td>Rich Fidler</td>
<td>71 Ridge Rd, Rutherford NJ 07080</td>
</tr>
<tr>
<td>Pat Gillis</td>
<td>780 Apple Ridge Rd, Fairview Lakes 07417</td>
</tr>
</tbody>
</table>

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: [Legal Name of Business Entity]
Signed: [Signature]
Print Name: [Print Name]
Title: [Title]
Date: [Date]

Subscribed and sworn before me this [Day] day of [Month] 2013.
My Commission expires: [Expiration Date]

An Affirm at law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 41:2-1.
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Med, Inc, a (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 Gold Type Business Med, 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: Gold Type Business Med, Inc.

Signed ______________________________ Title: CFO

Print Name: Vincent Colone Date: 1/14/19

Subscribed and sworn before me this 14th day of JUN 2019

My Commission expires:

Mona K. Loewe
An Attorney-at-Law of the State of New Jersey authorized to administer the oath
Bussert B-1171

**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.**
IT / LAN / COMPUTERS / PRINTER

SERVICE AGREEMENT BETWEEN

JERSEY CITY DEPARTMENT OF PUBLIC SAFETY

and

GOLD TYPE BUSINESS MACHINES

THIS SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2019 by and between the Jersey City Department of Public Safety ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's IT, Local Area Networks (LANs)/Computers and Printers.

1. SERVICES AND PROCESS

a) GTBM will provide three full-time onsite personnel to support the IT infrastructure Monday through Friday 9am to 5pm. Overflow work that cannot be handled by onsite GTBM personnel will be performed by GTBM help desk personnel who will determine the need and allocate additional personnel at GTBM's discretion.

b) GTBM will provide Customer with maintenance support, repair service for all thin clients, Desktop, computers, printers and communications devices used by Customer to connect to the New Jersey State Police for NCIC communication. These services will be provided 24/7/365 with a four (4) hour emergency response.

c) GTBM will provide all labor to meet Customer's needs for all other computer, LAN and printer maintenance and will provide 1 (one) replacement drum and fuser per printer per year for up to 80 printers. GTBM will provide other necessary printer replacement parts that cost $150 or less at no cost to the
Customer. These services will be provided during normal business hours, Monday through Friday from 8:30am to 5pm.

d) GTBM will provide support the Zetron FIRE FSA system during normal business hours, Monday through Friday from 8:30am to 5pm.

e) GTBM will support and maintain all newly acquired LAN desktop equipment throughout the term of the service agreement.

f) Customer shall notify GTBM onsite personnel of all service needs or contact the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. After-hours support can be received by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

a) Customer agrees to pay an annual fee of $342,400.00 (three-hundred forty two thousand dollars) for the services on a quarterly basis, in advance, for the period beginning Jan 1, 2019 and ending Dec 31th, 2019. Customer further agrees to pay for all parts required for printer repair which are in excess of $150 which shall be billed to Customer on a quarterly basis.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER’S USE OR INABILITY TO USE A TERMINAL, COMPUTER, LAN DEVICE, PRINTER, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT,
TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.

b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.

c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS

a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address
change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.
6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM
By: [Signature]
Name: [Name]
Title: [Title]

Jersey City Department of Public Safety
By: [Signature]
Name: [Name]
Title: [Title]
Exhibit A

Agreement Specifications

Agreement provides:

Labor for the following devices:

- All NCIC terminals, computers, printers and communications devices
- All printers throughout the department
- All computers and LAN devices

Replacement Parts:

- Up to 80 drums and fusers for printers
- Any printer parts with a cost of $150 or less

Maintenance and Support for:

- Zetron FSA Fire System along with Fire House for FSA system
- Bishop Street monitors in dispatch center to display public safety content
RESOLUTION AUTHORIZING AN AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY GOLD TYPE BUSINESS MACHINES, INC. WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance for the Police Department's existing InfoCop server software application created by Gold Type Business Machines, Inc. ("GTBM") which is a proprietary system that requires support and maintenance services; and

WHEREAS, this software also includes support for the following interfaces: Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

WHEREAS, GTBM has agreed to provide software maintenance services in the manner specified by the Public Safety Department's Computer Services Division; and

WHEREAS, the City of Jersey City (City) has received a proposal from GTBM in the total amount of Eighty-Two Thousand Seven Hundred eighty-seven ($82,787.50) Dollars and fifty cents for a one year period effective January 1, 2019 thru December 31, 2019; and

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

WHEREAS, funds in the amount of $500.00 are currently available in the temporary 2019 budget in Account No. 19-01-201-25-271-314; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for maintenance and support services for a proprietary computer system that the City already owns; 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 Public Safety Director has determined and certified in writing that the value of the contract will exceed $17,500; and

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

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

WHEREAS, GTBM has submitted its Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008;
RESOLUTION AUTHORIZING AN AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY GOLD TYPE BUSINESS MACHINES, INC. WITHOUT PUBLIC BIDDING.

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

1. A one year contract effective January 1, 2019 is awarded to GTBM in the amount of Eighty-Two Thousand Seven Hundred eighty-seven ($82,787.50) Dollars and fifty cents and the City’s Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd);

3. The award of this contract shall be subject to the condition that GTBM provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-3 et seq.;

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

5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to 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

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City’s Contractor Pay-to Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Elizabeth L. Acin, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No. 19-01-201-25-271-314.

ACCT#19-01-201-25-271-314  P.O.# 132418  AMT. $500.00

APPROVED:  

APPROVED:  

CERTIFICATION OF COMPLIANCE WITH THE CITY’S CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

APPROVED AS TO LEGAL FORM  

CERTIFICATION REQUIRED: ☑  

Not Required  

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote  

N.V.-Not Voting (Abstain)

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

Richard N. 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 AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING INFO-COP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC SAFETY</td>
<td>Robert Baker, Sr.</td>
<td>201-547-5449</td>
</tr>
</tbody>
</table>

Communications & Technology
Director
rbakers@njcps.org

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

Resolution Purpose

To provide NCIC, Warrants, Vehicle Plate Checks for the Department of Public Safety (Police)

I certify that all the facts presented herein are accurate.

[Signature]

Date: 1-30-17

Signature of Department Director

Date

Signature of Purchasing Director

Date
DETERMINATION OF VALUE CERTIFICATION

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

1. I am the Public Safety Director for the City of Jersey City.

2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with Info-cop server software system and supporting the City’s wide proprietary services.

3. The term of the contract is one year effective as of January 1, 2019.

4. The amount of the contract is $82,787.50 which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-30-19

James Shea, Public Safety Director
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-36 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): 
Representative's Signature: 
Name of Company: 
Tel. No.: 
Date: 
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the (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. § 12111 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 thereunto, 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 alleged 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.

[Signature]
Representative's Name/Title/Position

[Signature]
Representative's Signature

Name of Company:

Tel. No.: Date:

16
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: GoldType Business Media
Address: 351 Pacific Ave, East Rutherford, NJ 07073
Telephone No.: 201-935-6080
Contact Name: Vid Crowe

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.
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
GOLD TYPE BUSINESS MACHINES

TAXPAYER IDENTIFICATION #: 222-162-411/000

ADDRESS:
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

EFFECTIVE DATE:
02/22/77

FORM-BRC(05-01)

TRADE NAME:

SEQUENCE NUMBER:
0067515

ISSUANCE DATE:
10/13/04
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-2012 to 15-JAN-2019

GOLD TYPE BUSINESS MACHINE INC.
351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073

[Signature]
Andrew P. Sidamon-Eristoff
State Treasurer
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
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<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip:</td>
<td>07073</td>
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</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Printed Name | Title
---|---|---

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq., that pursuant to P.L. 2004, c.19 would bar the award of this contract in the one-year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-6(p), (o) and (i).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Friends of Khemraj &quot;Chico&quot; Ramchal</th>
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<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Richard Boggiiano</td>
</tr>
<tr>
<td>Lavarro for Council</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Diane Coleman for Council</td>
</tr>
</tbody>
</table>

Part II - Ownership Disclosure Certification
☑ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rich Field</td>
<td>71 Ridge Rd, Rutherford, NJ 07080</td>
</tr>
<tr>
<td>Pat Cilvaz</td>
<td>780 Apple Ridge Rd, Franklin Lakes 07417</td>
</tr>
</tbody>
</table>

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: [Redacted]

Signed: [Signature]
Print Name: [Redacted]
Date: [Date]

Subscribed and sworn before me this 14th day of [Month] [Year]
My Commission expires: [Expiration Date]

[Signature of Notary Public]
(Print name & title of affiant) (Corporate Seal)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cold Type Business Medics Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Cold Type Business Medics 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: Cold Type Business Medics Inc

Signed: [Signature] Title: [Title]

Print Name: [Print Name] Date: 1/1/19

Subscribed and sworn before me this 14th day of JUNE, 2019
My Commission expires

[Signature] (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.**
INFO-COP

Exhibit A

USER LICENSE AGREEMENT

between:

Jersey City Department of Public Safety

and

GTBM INC.

This Agreement ("Agreement") is made this 1st day of Jan, 2019, by and between GTBM Inc. and Jersey City Department of Public Safety through Dec, 31, 2019.

1. License. GTBM Inc. ("GTBM") hereby grants to Jersey City Department of Public Safety (the "End User"), and the End User hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license to use, in object code format only, the INFO-COP Licensed Software specified in Exhibit A, and the accompanying documentation together with any Modifications or Enhancements subscribed for by End User (as said terms are defined in the Maintenance and Support Agreement attached hereto as Exhibit B. (the "Software") solely as part of the End User’s public safety computer system. This license shall be perpetual, except as otherwise provided in Section 4 hereof. The End User acknowledges that it has no rights in the Software, except as specifically provided in this Agreement.

2. Uses Not Permitted. The End User's use of the Software is subject to each of the following restrictions and limitations. The End User agrees that it shall not:
   - Transfer the Software electronically from one central processing unit ("CPU") to another.
   - Modify, adapt, translate or create derivative works.
   - Make copies of the Software except as provided in Section 3, BACKUP COPIES, of this Agreement.
   - Remove or modify any software markings or notices of proprietary rights.
   - Grant sub-licenses, leases or other rights to the Software.
   - Distribute in any fashion the End User's copy of the Software.
   - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.

3. Backup Copies. The End User may make back-up copies strictly for its internal use, All such copies shall be subject to all of the terms and conditions of this Agreement. The End
User shall maintain a written record at all times of the location of all back-up copies.

4. Termination. GTBM, Inc. may terminate this Agreement and all licenses granted hereunder in the event of the failure by the End User to comply with any term or condition of this Agreement or the Maintenance and Support Agreement. Termination shall be effective on written notice by GTBM to the End User. Upon termination, the End User shall destroy all copies of the Software then in its possession or under its control and certify such destruction within five (5) days following receipt of GTBM's termination notice.

5. Warranties.

(a) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software.

(b) GTBM's obligations for breach of warranty shall be limited to correction or replacement of that portion of the Software which fails to conform to such warranty. In no event shall GTBM or its licensors be liable for special, incidental, or consequential damages including any damages resulting from loss of use, or loss of data arising out of or in connection with the use of the Software. GTBM shall have no responsibility to correct any database errors or any errors or damages caused by or arising out of hardware defects or input errors or use of the Software in ways for which it was not designed. In no event shall GTBM be liable for any breach of warranty unless written notice thereof is given to GTBM within six months after installation of the Software. GTBM's warranty obligations shall be void if: (i) the End User modifies the Software without the prior written consent of GTBM or (ii) the non-conformance of the Software is due to its misuse or negligence or otherwise caused by a breach of End User's obligations hereunder; or (iii) the End User fails to follow in all material respects written instructions of GTBM; or (iv) the Software is used with other incompatible products or services.

(c) GTBM or its licensors shall defend any claim or proceeding brought against the End User to the extent that it is based on an assertion that the End User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End User against all costs, damages and expenses finally awarded against the End User which are attributable to such claim, provided that the End User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance, to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use
by the End User is enjoined, GTBM or its licensors shall, at its election: (i) procure for the End User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End User the fee paid under this Agreement, less an allowance for use of the Software by the End User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the End User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

(d) The warranties contained in this section 5 are in lieu of all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. GTBM's express warranties shall not be enlarged, diminished or affected by, and no obligation or liability shall arise out of, GTBM's rendering of technical or other advice or service in connection with the Software.

6. Support Services. GTBM may provide End User with support services related to the Software ("Support Services"). Use of Support Services is governed by the Maintenance and Support Agreement attached hereto as Exhibit B.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. End User may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. End User acknowledges and agrees that,
due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

By: [Signature]

Name: Vin Cronen
Title: CFO

END USER

By: [Signature]

Name: __________________________
Title: __________________________
THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made this 1st day of Jan, 2019, by and between GTBM INC. ("GTBM") AND Jersey City Department of Public Safety (the "Client") for maintenance and support services to the Client in connection with the Licensed Software.

1. DEFINITIONS
a) The term "System" means the programmable on-line computer system and Licensed Software furnished, delivered and installed by GTBM pursuant to the Agreement between GTBM and the Client specified on Exhibit A attached hereto (the "End User License Agreement").

b) The term "Licensed Software" means all software licensed to the Client in object code format pursuant to the End User License Agreement.

c) The term "Confidential Information" means the Licensed Software and any other information, data or oral information subsequently reduced to written form, received by one party from the other and clearly identified by the disclosing party in writing as confidential.

d) The term "Modifications" means any revisions of the Licensed Software which GTBM may incorporate in the Licensed Software and which do not materially improve or expand the functionality of the Licensed Software.

e) The term "Enhancements" means revisions of or additions to the Licensed Software that GTBM may incorporate in the Licensed Software and which improves or expands the functionality of the Licensed Software.

f) The term "Installation" means that GTBM has installed the System and determined that the System is operative.

g) The term "Maintenance" means GTBM's provision of the support services described in Section 3, commencing after installation or at such other times as is specified herein.

2. CHARGES AND PAYMENTS
a) The Client agrees to pay to GTBM the fees specified on Exhibit C attached hereto, including the fee specified for the annual term of Maintenance Jan 1, 2019 till Dec. 31, 2019. GTBM
shall bill the $82,787.50 annual fee in quarterly installments of $20,696.88.

b) The support services under Section 3(a) will be provided to the Client at no additional charge. Services rendered by GTBM which are not part of the services GTBM has agreed to perform free of additional charge in Section 3(a) will be charged to the Client at GTBM's standard rates set forth in Exhibit C.

c) In addition to the charges payable pursuant to this Section 2, the Client shall pay any and all import duties, levies or imposts and all sales, use, value-added and other taxes of any nature assessed upon or with respect to such payments under this Agreement, exclusive, however, of taxes based on GTBM's net income. If Client is exempt from the payment of any such taxes, Client shall submit its certificate of exemption to GTBM.

3. SYSTEM MAINTENANCE AND ADDITIONAL SUPPORT SERVICES.

a) GTBM will provide the Client with the following maintenance services provided the Client has made all payments due GTBM and has fulfilled all of its requirements under this Agreement and under the End User License Agreement:

i) GTBM agrees to provide support and maintenance services to attempt to correct any error or defect reported by the Client and determined by GTBM to be attributable to the Licensed Software. Such services shall be provided during normal business hours, which are 8:30 a.m. through 5:30 p.m., Monday through Friday, except holidays, and in the most expeditious manner reasonably possible and at no additional cost to the Client. In order to expedite such maintenance services, GTBM shall provide 24 hour call-in capability. In no event shall GTBM have any responsibility (1) to correct any data errors or any errors or damage caused by or arising out of input errors or resulting from changes to the Licensed Software made by the Client, or (2) with respect to any data loss or corruption due to any third party software malfunction, hardware problems or failures or any other loss or disruption not caused by GTBM. Upon notifying GTBM of an alleged error in the Licensed Software, the Client shall give GTBM access to its computer equipment, the Licensed Software and all relevant records, and shall assist GTBM in substantiating the existence of the alleged error. Client shall also provide GTBM with a means to remotely connect with the Client's Licensed Software. GTBM shall, at its option, use this remote connection for error detection, analysis, replication or correction.

ii) From time to time and at its sole discretion, GTBM may make Modifications and Enhancements available to the Client for purchase at GTBM's then published license fee with respect thereto, provided that the Client is not then in default with respect to any of its obligations to GTBM. The terms on which GTBM will provide Maintenance with respect to the Modification or Enhancement will be set forth in an amendment to this Agreement. The Client is under no obligation to acquire any Modification or Enhancement, with the exception that the Client must allow GTBM to install all
Modifications or Enhancements, which are being provided by GTBM at no cost to the
Client. The Client will provide GTBM with access to its System to permit installation of
each no-cost Modification or Enhancement within 45 days after notification by GTBM
of its intention to install the Modification or Enhancement. The failure of the Client to
allow GTBM to install any no-cost Modification or Enhancement will relieve GTBM of
any further Maintenance obligations with respect to the Licensed Software. All
Modifications and Enhancements acquired by the Client, whether for a fee or at no cost,
shall become part of the Licensed Software for all purposes of this Agreement.

iii) GTBM shall provide up to six (6) hours per month of telephone consultation with respect
to the System during GTBM’s normal business hours. This technical assistance and
consultation is designed to train and help the System manager(s) to operate the System
more effectively. These consultation hours, if not used, cannot be carried forward or
accumulated month to month.

iv) GTBM shall only be required to maintain the external communication features of the
Software, including access to external databases and communication with other INFO-
COP servers, so long as Client continues to purchase support and maintenance services.
In particular, GTBM shall have no obligation to provide Client with access to the Central
Share database nor to provide Client with the ability to send messages to other external
INFO-COP servers if Client discontinues or fails to promptly pay for support and
maintenance services.

b) GTBM will provide consultation and additional training and undertake special programming
projects on a time-available basis at GTBM’s rates specified in Exhibit C. Any software
resulting from a special programming project undertaken by GTBM at the Client’s request
shall become part of the Licensed Software for all purposes of this Agreement and the End
User License Agreement.

c) In the event that a Modification or Enhancement becomes available for a fee, and Client
elects not to purchase it, then Client shall not receive support or maintenance of the Software,
as revised, and maintenance and support of the older version of the Software will cease upon
forty-five (45) days following release of the Modification or Enhancement.

d) Maintenance shall be renewed annually at the then prevailing rates, unless Client notifies
GTBM of its intent not to renew, not less than 30 days prior to the end of the then current
annual term.

e) The Client shall at all times have at each site at which the System is installed a System
manager who is acceptable to GTBM in GTBM’s discretion and who has been certified by
GTBM as properly trained. All communications by the Client with GTBM must only be
made by such System manager or by designated alternates also acceptable to GTBM. The
initial System manager is identified on Exhibit D attached hereto. Training for replacement
System managers will be provided at GTBM’s then applicable rates. The rate during the
initial period is listed in Exhibit C; subsequent period rates shall be at GTBM’s standard
published rates, which will be reflected in a written amendment to be executed by GTBM and the Client.

i) The Client must at all times while this Agreement remains in effect, provide and maintain in good operating conditions the communication equipment and facilities necessary for GTBM to achieve dial-in access to the System for purposes of remote diagnostics and error correction.

g) The Client shall perform the routine System maintenance specified on Exhibit E attached hereto so long as this Agreement remains in effect. GTBM shall be relieved of all of its obligations hereunder in the event that the Client fails to perform such routine maintenance.

h) GTBM will provide Hardware and maintenance in accordance with the terms and conditions set forth in the attached Exhibit X if applicable. The Client agrees that it will not upgrade, modify, replace or otherwise alter, or attach devices to, the Hardware without the prior written consent of GTBM.

4. PROTECTION OF CONFIDENTIAL INFORMATION

a) The Client acknowledges that the System constitutes trade secrets and Confidential Information of GTBM or its licensors.

b) During the course of this Agreement, GTBM and the Client will disclose certain Confidential Information to each other, including without limitation in the case of GTBM, information specifically relating to the System.

c) The Client agrees not to sell, assign or distribute the System or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the System only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Client.

d) Any information disclosed by one party (disclosing party) to the other (receiving party) which the disclosing party considers confidential shall be: (i) outlined in writing and marked "Confidential" by the disclosing party; (ii) treated as Confidential Information of the disclosing party; (iii) used by the receiving party for no purpose other than as provided in this Agreement; and, (iv) treated in a manner such that the receiving party shall take all reasonable precautions to prevent the disclosure thereof to any third party including such precautions said receiving party takes for protection of its own Confidential Information. The obligations set forth in this Section 4(d) shall not apply, however, to any information which: (i) is already in the possession of the public or becomes available to the public through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession prior to receipt from the disclosing party, or (iii) is received independently from a third party free to disclose such information to the receiving party.

e) All Confidential Information furnished by one party to the other shall remain the property of the disclosing party.
f) Both parties represent that they have the right to disclose the information disclosed under the terms of this Agreement.

g) This Agreement shall govern all Confidential Information exchanged between the parties including all information exchanged prior to the effective date of this Agreement.

h) GTBM or its licensors retains the right to seek copyright protection for the Licensed Software or any copyrightable material. The Client shall not remove any copyright or proprietary rights notice included in any materials furnished to the Client in connection with this Agreement or the End User License Agreement.

i) The Client shall not, unless specifically authorized under this Agreement or except for ordinary and necessary backup for archival or disaster recovery purposes, use, make, or have made any more copies of the Licensed Software or any part thereof than are delivered by GTBM for the Client's use hereunder.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR ANY ACTUAL DAMAGES WHATSOEVER CAUSED BY THE CLIENT’S FAILURE TO PERFORM ITS RESPONSIBILITIES HEREUNDER OR FOR LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. TERMINATION

a) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.

b) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 7(a) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.

c) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.

d) GTBM may terminate this Agreement without cause on sixty (60) days’ prior written notice to Client.
c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

f) Each party's obligation to protect the confidential nature of the System and other Confidential Information under Section 4 shall survive any termination or expiration of this Agreement indefinitely.

7. MISCELLANEOUS

a) The parties agree that this Agreement and the End User License Agreement, including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the System and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Client may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party’s address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Client acknowledges and agrees that, due to the unique nature of the Licensed Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irremediable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.
GTBM Inc.
By: 
Name: Vin Cronen
Title: CFO

Jersey City Department of Public Safety
By: 
Name: 
Title: 
Exhibit C
Annual Fees 2019

Info-Cop mobile licenses annual renewal $72,187.50
Info-Cop server license annual renewal $3,675.00
Info-Cop additional features $5,325.00 reports renewal.
Info-Cop “h-list” annual $1,600.00

Training of System Manager $125.00 per hour
Training of Replacement Manager $125.00 per hour
Additional training and consultation $125.00 per hour
Exhibit D
Systems Manager Identification

Jersey City Department of Public Safety hereby designates:

Name
Address 75 Bishop St
Address Jersey City NJ
Phone 201-547-5226
Cell Phone 201-705-4626
Email

as the initial System Manager in regard to the Info-Cop System and remains in this capacity until a successor is appointed. Systems Managers must be trained in proper use and administration of the system.
Exhibit E
Routine System Maintenance

Jersey City Department of Public Safety is responsible for routine system maintenance including the following:

- Maintaining wireless service from a reliable provider.
- Maintaining high-speed internet connections. (Including working modem)
- Maintaining effective firewall.
- Maintaining virus defense definition updates.
- Maintaining Microsoft service specification updates.
- Maintaining an annual vacuum dust servicing of server (if applicable)
- Maintaining the uninterrupted power supply service in working order.
- Maintaining the appropriate back up of data, daily. (if applicable)
- Maintaining the users access to the system, as needed.
Resolution of the City of Jersey City, N.J.

CITY CLERK

City Clerk File No. Res. 19-101
Agenda No. 10-Z-4
Approved: FEB 14 2019

TITLE:
RESOLUTION AUTHORIZING AN AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC., FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET, MOBILE DATA/ALPR SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

WHEREAS, the Police Department's Mobile Data Terminal System and wireless handheld devices operate on a seven day, twenty-four hour basis; and
WHEREAS, this equipment utilizes proprietary hardware and software within 350 handheld devices including but not limited to MDTs, ALPRs, Symbols, Xplore tablets, Data 911; and
WHEREAS, IP Mobile Net has authorized Gold Type Business Machines Inc. ("GTBM") as the New Jersey service provider for the Department's proprietary software associated with the mobile data terminal system; and
WHEREAS, GTBM located at 351 Paterson Avenue, East Rutherford, NJ 07073, possess the skill and expertise to perform the necessary services; and
WHEREAS, the City of Jersey City ("City") has received a proposal from GTBM in the total amount of Two Hundred Nineteen Thousand ($219,700.00) Seven Hundred Dollars for a one year period beginning January 1, 2019 thru Dec 31, 2019; and
WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and
WHEREAS, funds in the amount of $500.00 are currently available in the Temporary 2019 budget Account No. 19-01-201-25-271-314; and
WHEREAS, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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's Police Director has determined and certified in writing that the value of the contract will exceed $17,500; and
WHEREAS, GTBM has completed and submitted a Business Entity Disclosure Certification which certifies that GTBM 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 GTBM from making any reportable contributions during the term of the contract; and
WHEREAS, GTBM has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and
WHEREAS, GTBM has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:
NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A one year contract effective January 1, 2019 thru December 31, 2019 is awarded to GTBM in the amount of Two Hundred Nineteen Thousand Seven Hundred Dollars ($219,700.00) and the City’s Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd);

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

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

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, 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

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. 19-01-201-25-271-314

ACCT# 01-201-25-271-314 P.O.# 132419 AMT. $500.00

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ ✓ ✓ PRINZ-AREY ✓ ✓ ✓ BOGGIANO ✓ ✓ ✓

✓ 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. Zavala, 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 AGREEMENT WITH GOLD TYPE BUSINESS MACHINES, INC. FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET, MOBILE DATA/ALPR SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>Communications &amp; Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Baker, Sr.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5449</td>
<td><a href="mailto:rbakersr@njecps.org">rbakersr@njecps.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Provides repair and replacement of radio related equipment for all Police and Fire vehicles as the City no longer has a radio repair shop. Supports the 30 police vehicles and 6 fixed locations utilizing ALPR (Automated License Plate Reader) technology. Supports the Wireless network dedicated to the ALPR system. Under this contract GTBM manages all billing associated with cell phones and tablets utilized by the Department of Public Safety.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

Signature of Purchasing Director  Date
James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City (Police Department).

2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.

3. The term of the contract is one year effective as of January 1, 2019.

4. The amount of the contract is $219,700.00 per year which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1/30/19

James Shea, Director of Public Safety
The undersigned vendor certifies on their company’s receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-36 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):

Representative’s Signature:

Name of Company:

Tel. No.: Date:
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the [owner] (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. §12112 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 expediently 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.

[Signature]
Representative's Name/Title/Print

[Signature]
Representative's Signature

[Company]
Name of Company

[Phone number]
Tel. No.: Date: [Date]
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: 
Address: 351 Park Ave, East Rutherford 07073
Telephone No.: 201-935-5090
Contact Name: 

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.
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
GOLD TYPE BUSINESS MACHINES

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-162-411/000

SEQUENCE NUMBER:
0067515

ADDRESS:
351 PATerson AVENUE
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:
10/13/04

EFFECTIVE DATE:
02/22/77

FORM-BRC(08-01)
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

AUTHORIZED SIGNATURE:
[Signature]
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-2012 to 15-JAN-2019.

GOLD TYPE BUSINESS MACHINE INC.
351 PATerson AVENUE
EAST RUTHERFORD   NJ 07073

Andrew P. Steinman-Stateoff
State Treasurer
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>[Name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>200 [Address] Ave</td>
</tr>
<tr>
<td>City:</td>
<td>[City]</td>
</tr>
<tr>
<td>State:</td>
<td>[State]</td>
</tr>
<tr>
<td>Zip:</td>
<td>07073</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

**Signature**

**Printed Name**

**Title**

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
## Business Entity Disclosure Certification

For Non-Pair 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 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 committees, joint candidates committee; or political party committees representing the elected officials of the <name of entity selected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (g).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Frank Gajewski for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Friends of Khemraj &quot;Chico&quot; Ramchal</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boghigian</td>
</tr>
<tr>
<td>Lavazro for Council</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Diane Coleman for Council</td>
</tr>
</tbody>
</table>

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rich Pichler</td>
<td>71 Rider Rd, Rahway, NJ 07065</td>
</tr>
<tr>
<td>Pat Collins</td>
<td>700 Apple Ridge Rd, Franklin Lakes, NJ</td>
</tr>
</tbody>
</table>

**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: [Signature]

Signed: [Signature]  Title: [Title]

Print Name: [Print Name]  Date: 11/4/19

Subscribed and sworn before me this 13th day of November 2019

Michele E. Klaus

[Signature of Notary Public]

(Print name & title of affiant)  (Corporate Seal)

An Affirm by law of the state of New Jersey authorized to administer this state pursuant to N.J.S.A. 44:2-1.
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Cold Type Business Media, Inc.

Signed: [Signature] Title: [Title]

Print Name: [Print Name] Date: [Date]

Subscribed and sworn before me this [Day] day of [Month], 2019.

My Commission expires: [Expiration Date]

[Signature]

(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.**
MOBILE DATA SYSTEMS  
(MDC, ALPR, VEHICLE SUPPORT)  
AGREEMENT BETWEEN  

JERSEY CITY DEPARTMENT OF PUBLIC SAFETY  
and  
GOLD TYPE BUSINESS MACHINES  

THIS MOBILE DATA SYSTEMS (MDS) SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2019 by and between the Jersey City Department of Public Safety Police and Fire ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's MDS and associated hardware, software and communications. This contract will not cover any mobile cellular voice devices.

1. SERVICES AND PROCESS  

a) GTBM will provide Customer with managed services including maintenance and repair service for Mobile Data Computers (MDC) up to 130 units, Automatic License Plate Readers (ALPRs) as well as management of wireless communication services for MDCs, and excludes any other voice communications devices for Customer; including the underlying vehicle infrastructure to support communications with the Info-Cop™, the CAD system and ALPR systems on a 24/7/365 basis for Police, Fire, and OEM.

b) GTBM will provide all labor to meet Customer’s needs for vehicle equipment swaps and new vehicle installations associated with Mobile Data Computers. GTBM will provide any required parts that have a cost of $100 or less at no cost to the Customer.

c) GTBM will provide all labor to maintain the ALPR BOSS server and to
support 30 ALPR vehicles and 6 fixed ALPR units associated with the server including management of the wireless communications infrastructure.

d) Annual preventative maintenance will be performed on all mobile computers.

e) GTBM will provide and maintain wireless communications links between Customer’s facility at 75 Bishop Street, Jersey City, New Jersey, Jersey City Medical Center and various other public safety locations designated by the Customer. GTBM will provide “hot swap” spare equipment should a link fail. Onsite service for wireless communications will be provided 24/7/365.

f) GTBM will provide broadband wireless connections of not less than 5MB with up to 25 wireless links and one main 54MB wireless connection available to the Customer. GTBM will provide up to 5 hardwired connections and management of broadband internet communications for various public safety locations as specified by the Customer. The facility at 75 Bishop Street will be provided with backup wireless service for failover.

g) Customer shall notify GTBM’s onsite personnel directly or contact GTBM headquarters for service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. After-hours support can be received by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

a) Customer agrees to pay an annual fee of $219,700 (two hundred and nineteen thousand seven hundred dollars) for the services paid on a quarterly basis, in advance, for the period beginning Jan 1, 2019 and ending Dec 31th, 2019. Customer further agrees to pay for all parts required for mobile computer vehicle repair or maintenance which are in excess of amounts covered under this Agreement. These amounts shall be billed separately to Customer on a quarterly basis.

3. LIMITATION OF LIABILITY
IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COPT™ SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.

b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.

c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS

a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service
Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party’s address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.
GTBM
By: ________
Name: ________
Title: ________

Jersey City Department of Public Safety
By: ________
Name: ________
Title: ________
COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the Department of Public Safety licensed wireless Wide Area PC Network telecommunications hardware and software systems; and

WHEREAS, the City has received a proposal from Let's Think Wireless, LLC in the amount of One Hundred and Five Thousand Five Hundred ($105,500.00) Dollars effective January 1, 2019 thru December 31, 2019; and

WHEREAS, Let's Think Wireless, LLC has agreed to provide the goods and services specified as necessary by the Public Safety IT Department; and

WHEREAS, service will be provided 24 hours per day and seven (7) days per week with a minimum mandated response time of four (4) hours; and

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

WHEREAS, funds in the amount of $500.00 are currently available in the temporary 2019 budget in Account No. 19-01-201-25-271-314; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system that the City already owns; 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 Public Safety Director has determined and certified in writing that the value of the contract will exceed $17,500; and

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

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

WHEREAS, Let's Think Wireless has submitted its Certification of Compliance with the City’s Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008;
RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY WITHOUT PUBLIC BIDDING

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

1. A one-year contract effective January 1, 2019 to December 31, 2019 is awarded to Let's Think Wireless, LLC in the amount of One Hundred and Five Thousand Five Hundred ($105,500.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd);

3. The award of this contract shall be subject to the condition that Let's Think Wireless, 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.;

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

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, 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

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

[Signature]
Acting Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 19-01-201-25-271-314.

ACCT# 01-201-25-271-314 P.O.# 132924 AMT. $500.00

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
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<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
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<td>BOGGIANO</td>
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<td>YUN</td>
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</table>

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

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

[Signature]
Rojardo J. Lavars, 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 AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY WITHOUT PUBLIC BIDDING

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC SAFETY</td>
<td>Robert Baker, Sr.</td>
<td>201-547-5449</td>
</tr>
<tr>
<td>Communications &amp; Technology</td>
<td>Director</td>
<td><a href="mailto:rbakersr@njjcps.org">rbakersr@njjcps.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Funds must be allocated for the maintenance of the Public Safety private licensed wireless Wide Area Network including telecommunications hardware and software systems.

I certify that all the facts presented herein are accurate.

Signature of Department Director  1-30-19

Signature of Purchasing Director  Date
James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City.

2. Attached to this Certification is a resolution awarding a contract to Let's Think Wireless, LLC to provide the City with Wireless WAN and Mobile Video Support and Maintenance.

3. The term of the contract is one year effective as of January 1, 2019.

4. The amount of the contract is $105,500.00 per year which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-30-19

James Shea, Police Director
LTW Price Quotation

Let's Think Wireless, LLC - 26 Chapin Road, Unit 1112 - PO Box 628 - Pine Brook, NJ 07058 - www.LTW.com
FAX (N.J.)-973-882-4553

PRODUCTS

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridgewave FE60U Radio Link</td>
<td>2</td>
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<tr>
<td>Bridgewave FE80U Radio Link</td>
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<tr>
<td>Ceragon 1500P Radio Link</td>
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<td>IBM Blade Center H w/2 Blade Servers</td>
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<td>Cisco 3750 w/EMI</td>
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<td>Axis USB CCTV Joystick</td>
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<tr>
<td>Lenovo S10 Workstation w/22” LCD Monitor</td>
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<td>Bosch 300 Series IP PTZ 36X Camera</td>
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Shipping & Handling:

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<th>Subtotal</th>
<th>$</th>
<th>Sales Tax</th>
<th>$</th>
<th>Products Total</th>
<th>$</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

PRODUCTS (Ancillary Components)

EXPENSES INCLUDED: (Y/N)

<table>
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<tr>
<th>Subtotal</th>
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<tbody>
<tr>
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Services (Installation/Maintenance/Express Warranty)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>Warranty Renewal for Hardware Items Listed Above</td>
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<td>$47,300.00</td>
<td>$47,300.00</td>
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<tr>
<td>Warranty Renewal for Software Items Listed Above</td>
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<td>$26,400.00</td>
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<tr>
<td>LTW Support for Items Listed Above (2 days/month)</td>
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<td>$1,325.00</td>
<td>$31,800.00</td>
</tr>
</tbody>
</table>

Support & Services Total: $105,500.00

Summary:

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled. Rescheduling does not ever change the payment terms, which are based SOLELY on the signing date of this LOA.

Payment Terms: Not 30 days, unless stated otherwise herein.

My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions.

X ___________________________ Date ________________
Client Authorization

X ___________________________ Date ________________
LTW Authorization

Let's Think Wireless, LLC - 26 Chapin Road, Unit 1112 - PO Box 628 - Pine Brook, NJ 07058 - www.LTW.com
FAX (N.J.)-973-882-4553
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 ensure that all personal 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, CCAA, 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, CCAA, 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 terms 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):

Amie Kaerg / Controller

Representative's Signature:


Name of Company: Let's Think Wireless LLC

Tel. No.: 973-882-3981 Date: 1/18/19

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

The contractor and the owner, (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. § 12131 et seq., which prohibit 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 thereunto, 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 any 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)  
A. Kaur / Controller

(Representative's Signature)  

Name of Company: Let's Talk Wireless LLC

Tel. No.: 973-883-3981  
Date: 01/18/19
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders.

Jersey City Ordinance C-329 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: Let's Think Wireless LLC
Address: 26 Chapin Road Suite 112, Paramus, NJ 07652
Telephone No.: 973-882-3881
Contact Name: Amar Kaur

Please check applicable category:

___ Minority Owned Business (MBE)

___ Minority & Woman Owned Business (MWBE)

X 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.
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 Affidavit
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 committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(d), (g) and (h):

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Committee Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Pulop for Mayor 2017</td>
<td>Mita Prinz-Arcy for Council</td>
</tr>
<tr>
<td>Lavatto for Councilman</td>
<td>Friends of Richard Bogiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

Part II - Ownership Disclosure Certification
☑ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:
- Partnership
- Corporation
- Sole Proprietorship
- Subchapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craig Leerman</td>
<td>5 Langtree Dr, Livingston, NJ 07039</td>
</tr>
</tbody>
</table>

Part III - 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:
Signature of Affiant:
Printed Name of Affiant:

Subscribed and sworn before me this 31 day of January, 2019.

My Commission expires 02-20-2021.

(Witnessed or attested by)

Notary Public
STATE OF NEW JERSEY
NO. 50065955
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2009

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [Name of Business Entity] (name of business entity) has not made any reportable contributions in the *one-year period preceding 01/3/19 (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 [Name of Business Entity] (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: [Name of Business Entity]

Signed: [Signature]

Print Name: [Print Name]

Title: [Title]

Date: [Date]

Subscribed and sworn before me this 2nd day of January, 2019

My Commission expires: [Expiration Date]

[Signature]

DIPTI JETANI
NOTARY PUBLIC
STATE OF NEW JERSEY
NO. 50069955

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

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

---

**Part I - Vendor Information**

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Let's Think Wireless, LLC</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>72 Chapel Road, Suite 1112</td>
</tr>
<tr>
<td>City:</td>
<td>Pine Brook</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07058</td>
</tr>
</tbody>
</table>

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**

Craig Levinan  

**Printed Name**  

President & CEO

---

**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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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<tbody>
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<td>[NA]</td>
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</tbody>
</table>

- [ ] Check here if the information is continued on subsequent page(s).
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2012 to 15-DEC-2019

LET'S THINK WIRELESS
P.O. BOX 628
PINEBROOK NJ 07058

[Signature]
Andrew P. Sidenon-Enlstoff
State Treasurer
**CERTIFICATE OF LIABILITY INSURANCE**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**CONTACT**
- **Name:** Ralph A. Costa
- **Phone:** 973-835-8444
- **Fax:** 973-835-3056
- **Email:** costa@burglaralarmininsurance.com

**INSURER(S) AFFORDING COVERAGE**
- **INSURER A:** Scottsdale Insurance Company
- **INSURER B:** New Jersey Casualty Insurance Company
- **INSURER C:** Hartford Accident and Indemnity Company
- **INSURER D:**
- **INSURER E:**
- **INSURER F:**

**PRODUCER**
- **Name:** John T. Costa Agency, Inc.
- **Address:** 2025 Hamburg TPKE Suite J, Wayne, NJ 07470
- **Website:** www.burglaralarmininsurance.com

**INURED**
- **Name:** Let's Think Wireless, LLC
- **Address:** 26 Chapin Road, Pine Brook NJ 07058
- **Website:** www.burglaralarmininsurance.com

**COVERAGE**
- **Certificate Number:** 40937303
- **Revision Number:**

<table>
<thead>
<tr>
<th>REG LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED (If Any)</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>YES/NO</td>
<td>4114376</td>
<td>EACH OCCURRENCE DUE TO RENTED PREMISES (Per occurrence) $1,000,000</td>
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<tr>
<td>B</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>YES/NO</td>
<td>4114376</td>
<td>EACH OCCURRENCE $5,000,000</td>
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<tr>
<td>C</td>
<td>UMBRELLA/LAW OFFICES LIABILITY</td>
<td>YES/NO</td>
<td>4114376</td>
<td>EACH OCCURRENCE DUE TO RENTED PREMISES (Per occurrence) $1,000,000</td>
</tr>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- No Additional Insured coverage provided
- Workers Comp 3A (States) NJ

**CERTIFICATE HOLDER**
- **Name:** City of Jersey City Public Safety Communications & Technology Center
- **Address:** 73-85 Bishop Street, Jersey City NJ 07304

**CANCELLATION**
- **Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**AUTHORIZED REPRESENTATIVE**
- **Name:** Ralph A. Costa

© 1988-2015 ACORD CORPORATION. All rights reserved.
COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the Public Safety Wide Area Network, Servers, Radio Servers, Security and IP Mobilenet telecommunication hardware and software systems; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, Network Management Solutions, Inc. has agreed to provide the goods and services specified as necessary by the Public Safety Department’s Computer Support Division; and

WHEREAS, service will be provided 24 hours per day and seven (7) days per week; and

WHEREAS, the City of Jersey City (City) has received a proposal from Network Management Solutions, Inc. in the total amount of Three Hundred Ninety Seven Thousand Two Hundred ($397,200.00) Dollars for a one year period effective January 1, 2019 thru Dec 31, 2019; and

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

WHEREAS, funds in the amount of $500.00 are currently available in the 2019 fiscal year temporary budget in Account No. 19-01-201-25-271-314; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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 Police Director has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, Network Management Solutions, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Network Management Solutions, Inc. 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 Network Management Solutions, Inc. from making any reportable contributions during the term of the contract; and

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

WHEREAS, Network Management Solutions, Inc. has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;
RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS, INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DIVISION OF PUBLIC SAFETY COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

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

1. A one year contract effective January 1, 2019 is awarded to Network Management Solutions, Inc. in the amount of Three Hundred Ninety Seven Thousand Two Hundred ($397,200.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(d)(d);

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

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

5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, 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

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance, and the Determination of Value Certificate, attached hereto, shall be placed on file with this resolution.

I, [Chief Financial Officer], hereby certify that sufficient funds are available for payment of the above resolution in Account No. 19-01-201-2571-314

ACCT# 19-201-25-271-314 P.O.# 132390 AMT. $500.00

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY YUN SOLOMON WATTERMAN
PRINZ-AREY ROBINSON
BOGGIANO

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

N.V.: Non-Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
**RESOLUTION FACT SHEET – CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

| RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING |

**Initiator**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>Communications &amp; Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Robert Baker, Sr.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5449</td>
<td><a href="mailto:rbakersr@njcps.org">rbakersr@njcps.org</a></td>
</tr>
</tbody>
</table>

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

**Resolution Purpose**

Support and maintenance of the Public Safety Network serving 43 locations and 2,300 users. Includes the monitoring of 146 servers, 54 switches and provision for network engineering staff 24/7.

I certify that all the facts presented herein are accurate.

/Robert Baker/ 1-30-19

Signature of Department Director Date

Signature of Purchasing Director Date
James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City.

2. Attached to this Certification is a resolution awarding a contract to Network Management Solutions to provide the City with proprietary system software and support and maintenance services.

3. The term of the contract is one year effective as of January 1, 2019.

4. The amount of the contract is $397,200.00 per year which exceeds $17,500.

5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-30-19

[Signature]

James Shea, Public Safety Director
January 23, 2019

Mr. Robert Baker, Sr., BA, MBA,
Director of Communications & Public Safety IT
Public Safety Communications & Technology Center
73-85 Bishop St.
Jersey City, NJ 07304

Dear Bob,

Network Management Solutions appreciates the opportunity to propose both IT Infrastructure management and monitoring services for Jersey City Public Safety. To continue to help maintain operating expenses our management costs will not increase this year.

As always, we appreciate your business and will continue to do our part in providing critical 24X7 services for the JCPS IT infrastructure.

Sincerely,

Donald R. Seisz
President
Network Management Solutions, Inc.
Infrastructure Management Proposal

Prepared for:

Jersey City Department of Public Safety

January 23, 2019
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>(2)</td>
</tr>
<tr>
<td>NETWORK MANAGEMENT SERVICES</td>
<td>(3)</td>
</tr>
<tr>
<td>SERVICE LEVEL AGREEMENT</td>
<td>(4)</td>
</tr>
<tr>
<td>COST OF SERVICES</td>
<td>(5)</td>
</tr>
<tr>
<td>CONCLUSION</td>
<td>(7)</td>
</tr>
</tbody>
</table>
INTRODUCTION

Network Management Solutions (NMS) appreciates the opportunity to again propose our services to the Jersey City Department of Public Safety (JCPS) which include the Police Department, Fire Department and Office of Emergency Management computer infrastructures. We continually strive to provide network management services, which are innovative, industry leading, flexible and beneficial to all. Our service will provide a high level of support to insure all devices and networks are pro-actively managed and monitored 24X7 and all problems are diagnosed and resolved in a timely and coordinated manner.

NMS Services Approach:

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is critical to their business operation and success. We implement our services based on the following principles:

➢ Provide a watchful eye over the infrastructure, which includes the managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.

➢ Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.

➢ Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches which JCPS can take in managing its network infrastructure. As a business partner, NMS can continually help JCPS avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, flexibility, improved controls, and increased access to performance – all while controlling costs.
NETWORK MANAGEMENT SERVICES

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

**WAN/LAN**

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 24 X 7 monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JCPS personnel.
- Should a circuit or system outage occur, the designated JCPS contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected JCPS hardware replacement plan.
- Produce web based trending reports as needed on designated devices and review with JCPS personnel.
- Maintain and update as required a complete network documentation set in Visio format.
- Provide change management services as required.

**Servers**

- Provide 24X7 monitoring of all HP/Dell/Lenovo Servers. This includes monitoring active services such as DNS, WINS, DHCP, and Disk/CPU utilization, etc.
- Manage all HP/Dell/Lenovo system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage both Carbon Black and Symantec Anti-Virus Server Platforms.
- Provide 24X7 monitoring and management of Data Protector backup jobs to verify operation.
- Provide support for JCPS off-site tape backup rotation.
- Provide 24X7 monitoring and management of the Dell Tape Library system to include any required updates.
- Provide 24X7 monitoring and Management of all Storage devices including disk allocation and updates.

"Confidential"
SERVICE LEVEL AGREEMENT

Proactive Monitoring

- Customer infrastructure to be monitored 24X7.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JCPS personnel.
- NMS to escalate all problems as required as per agreed JCPS procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- All server hardware and software maintenance is the responsibility of JCPS.
- Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.

Performance Reporting

- NMS to provide web based reports of WAN performance.
- NMS to provide web based reports of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- Failure to provide performance management details when requested will result in service credit for monthly management fees for device.

Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 1 business day.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of JCPS devices, serial #’s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.
Network Management Solutions appreciates the opportunity to propose Network Management Services to the Department of Public Safety. The services and pricing below cover all Police, Fire and OEM locations.

- **Server/Storage Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for all Servers, Microsoft Exchange Email, Dell Equallogic SAN's, Data and Video Storage devices, Tape Library System, Dell VDI systems and CAD. (Does not include hardware and software maintenance costs). And lastly, it includes a dedicated NMS engineer onsite.

  Monthly Cost - $23,500.00

- **WAN/LAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for all JCPD, JCFD and OEM WAN/LAN network connections to include Verizon MPLS circuits and Cisco switches. (This does not include hardware/software maintenance costs for any of these systems).

  Monthly Cost - $4,800.00

- **Internet and Security Management** – This service includes 24X7 monitoring, log collection and the management of three Cisco ASA Firewalls, Cisco ACS server, and Barracuda Filtering systems. In addition, it includes the configuration, management and trouble-shooting of all VPN connections as well as the Symantec and Carbon Black Antivirus protection on all computers and Servers. It also includes the monitoring of both the Comcast and two Verizon Internet circuits. Includes purchase of SSL Certificates: vpn.njjcpd.org, jcpsaim.njjcpd.org, njjcpd.us

  Monthly Costs - $1,800.00

"Confidential"
Wireless WAN Management – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of the Wireless WAN network infrastructure.

Monthly Cost - $1,500.00

Radio System Management - This service includes 24X7 coordination of repairs for the JCPD and JCFD Analog Radio system circuits.

Monthly Cost - $1,200.00

Total Monthly Cost for monitoring, management and professional services for the Department of Public Safety - $32,800.00
CONCLUSION

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to working the Jersey City Department of Public Safety personnel to improve on its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

In addition to providing pro-active network management services, NMS will continue to offer its expertise in assisting all departments in evaluating and implementing new technologies.
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [name of business entity] has not made any reportable contributions in the **one-year period preceding [date City Council awards contract] that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereeto) 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: Network Management Solutions, Inc.

Signed


Title: President

Print Name: Donald Lee

Date: 11/23/2015

Subscribed and sworn before me this 23rd day of January 2017.

My Commission expires:

(Notary Public)

(Notary Seal)

EMILY ISABEL DILONI
Notary Public
State of New Jersey
My Commission Expires Oct. 17, 2023
I.D. # 2468430

*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 entity listed has not made and will not make any contributions to any candidates or political party committee representing the elected official of the entity, as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Business Entity</th>
<th>Person Making Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Mira Prinz-Acey for Council</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

Part II - Ownership Disclosure Certification
☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:
☐ Partnership, ☐ Corporation, ☐ Sole Proprietorship, ☐ Subchapter S Corporation, ☐ Limited Partnership, ☐ Limited Liability Corporation, ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double Serv</td>
<td>430 Grove St., Newark, NJ 07101</td>
</tr>
</tbody>
</table>

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: Network Management 1/16/2015
Signature of Affiant: [Signature]
Printed Name of Affiant: Double Serv|
Date: 1/23/2019

Subscribed and sworn before me this 23 day of January 2019

[Signature]
(Witnessed or attested by)

EMILY ISABEL DILONE
Notary Public
State of New Jersey
My Commission Expires Oct. 17, 2023
I.D.# 2456430
STATEMENT OF OWNERSHIP DISCLOSURE


This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Network Management Solutions

Organization Address: 163 E Main Street, Little Falls, NJ 07424

Part I  Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): ________________________________

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

<table>
<thead>
<tr>
<th>Name of Individual or Business Entity</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald Sev12</td>
<td>438 Claude Drive</td>
</tr>
<tr>
<td></td>
<td>Wyckoff, NJ 07481</td>
</tr>
</tbody>
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|                                       |                                                  |
|                                       |                                                  |
|                                       |                                                  |
|                                       |                                                  |
Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
</tr>
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<tbody>
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Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
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Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Donald Lee  
Title: President  
Signature:  
Date: 6/3/2019
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 ensure that all personal 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 conformity 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 AA502 (electronically provided by the Division and distributed to the public agency through the Division's website at https://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, RRO 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, RRO 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. 10:31-3 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services Contracts

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

understands that their contract company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:31-3 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Donald J. Ford

Representative's Signature:

Date: /2/20/02

Name of Company: Network Management Solutions, Inc.
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ____________________________ (hereafter "owner") do hereby agree that the provisions of Title I of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant to the Act, 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 whatsoever 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 service 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 the 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/Phone ____________________________
Representative's Signature ____________________________
Name of Company ____________________________
Tel No. ____________________________
Date ____________________________

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: | Network Management Solutions, Inc |
| Address: | 1328 White Mill Rd. 60717 |
| City: | Little Falls |
| State: | NJ |
| Zip: | 07424 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ 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: Network Management Solutions, Inc
Address: 163 E Main St Suite A Little Falls, NJ 07424
Telephone No: 908-232-0100
Contact Name: Donald K. Sciotti

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.
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, et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2018 to 15-OCT-2025.

NETWORK MANAGEMENT SOLUTIONS
163 E. MAIN STREET, SUITE A
LITTLE FALLS, NJ 07424

ELIZABETH MAHER MUOIO
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
NETWORK MANAGEMENT SOLUTIONS, INC.

ADDRESS:
163 EAST MAIN ST STE A
LITTLE FALLS NJ 07424

EFFECTIVE DATE:
06/14/96

TRADE NAME:

SEQUENCE NUMBER:
065996

ISSUANCE DATE:
01/23/18

FORM-BRC

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

Director
New Jersey Division of Revenue
 Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-104
Agenda No. 10.2.7
Approved: WITHDRAWN

TITLE:

A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL

WHEREAS, on November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, on December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one resident from each of the six (6) Wards of Jersey City; and

WHEREAS, Councilman Jermain D. Robinson has appointed Charlaine Mercado, a Jersey City resident from Ward F, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Charlaine Mercado and consider her qualified to serve as a member of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Charlaine Mercado, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

2/7/2019

APPROVED: /\ [Signature]  
APPROVED AS TO LEGAL FORM /\ [Signature]

Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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</thead>
<tbody>
<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>YUN</td>
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<td>RIVERA</td>
<td>SOLOMON</td>
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<td>WATTERMAN</td>
<td>ROBINSON</td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signatures]

Robert Byme, City Clerk

Patricia R. Lavano, Jr., President of Council
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

| A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
<td>Business Administrator</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4513</td>
<td><a href="mailto:BPlatt@jcnj.org">BPlatt@jcnj.org</a></td>
<td></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This purpose of this resolution is to appoint Charlaine Mercado, a Jersey City resident from Ward F, to the Community Advisory Board.

I certify that all the facts presented herein are accurate.

______________________________  February 7, 2019
Signature of Department Director  Date
A RESOLUTION AUTHORIZING A RETROACTIVE EXTENSION OF THE AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND OF THE CITY OF NEW YORK) TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING

COUNCIL

WHEREAS, Resolution 17-909, approved on November 29, 2017 awarded an extraordinary unpredicatable services (EUS) contract in the amount of $139,925.00 to the Center for Court Innovation ("CCI") to conduct an anti-violence study in Jersey City and devise a report recommending corrective actions that the City of Jersey City ("City") can take to help reduce violence; and,

WHEREAS, the term of the contract was to end on July 1, 2018; and

WHEREAS, CCI had not completed the contract work by July 1, 2018, and had not spent down the balance of the original contract award amount of $139,925.00; and

WHEREAS, from July 1, 2018 through December 31, 2018, CCI worked to fulfill the terms of the contract and issued invoices to the City for the work it completed; and,

WHEREAS, CCI completed all of the contract work by December 31, 2018;

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

1. the Mayor or Business Administrator is hereby authorized to extend retroactively the term of the attached contract with Center for Court Innovation to provide technical assistance to HHS effective July 1, 2018 through December 31, 2018; and

2. The total remaining contract amount is $107,731.60.

L. Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of $107,731.60 are available in Act No. 01-203-23-330-314 PO#: 131895

APPROVED:  
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

N.V.-Not Voting (Abstain)
A RESOLUTION AUTHORIZING A RETROACTIVE EXTENSION OF THE AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND OF THE CITY OF NEW YORK) TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING

Full Title of Ordinance/Resolution

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Director's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-6800</td>
<td><a href="mailto:sfanagan@jcnj.org">sfanagan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract authorized for $139,925.00 November 29, 2017 by Resolution 17-909. Of the original contract amount, only $32,198.98 was billed and paid for work through June 2018. This resolution authorizes an extension of the original contract term, and the spending of the remaining contract amount of $107,731.60 representing the amount of work to be performed July through December 2018.

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

Cost (Identify all sources and amounts)

$107,731.60 – money already encumbered in the HHS’ Contractual Services line item in the Directors’ Office budget.

Contract term (include all proposed renewals)

July 1, 2018 to December 31, 2018

I certify that all the facts presented herein are accurate.

Signature of Department Director: ____________________________

Date: 1/30/19
Jersey City Community Violence Needs Assessment Overview
Project Team

- Jethro Antoine, Director, Centralized Community Justice Projects
- Ife Charles, Director of Anti-Violence Programs
- Medina Henry, Associate Director, Training & Technical Assistance
- Kelly Mulligan-Brown, Project Director, Newark Community Solutions
- Tia Pooler, Deputy Director, RADIT
- Jeffrey Sharlein, Research and Data Associate
- Jukie Tsai, Planner Newark Community Solutions
Overview

▶ Background on Center for Court Innovation
▶ Overview of Community Violence Needs Assessment
▶ Preliminary Observations
Center For Court Innovation Background

- Research
- Expert Assistance
- Operating Programs
- Previous Center partnerships in Jersey City
  - Jersey City Youth Council
  - Jersey City Community Solutions
Community Violence Needs Assessment

Background:

- Project Goals:
  - Identification of community concerns and priorities related to community violence
  - Identification of existing resources and efforts by city agencies and community organizations geared towards reducing violence
  - Collection and analysis of data to help define the scope of community violence in Jersey City
  - Creation a report that outlines findings and uses them the inform suggestions for future violence reduction efforts
Assessment Methodology

- 5 Focus Groups reaching 33 individuals including youth and adult participants
- 11 individual or small group Stakeholder Interviews engaging a total of 24 agency and community leaders
Assessment methodology (continued):

- Questions intended to elicit narration and detail
  - What are some of the more pressing concerns about the way the city at large currently responds to community violence?
  - What strategies do you think will be helpful in addressing community violence?
  - How can youth/the community be better supported to be agents of change in their community?

- Analysis of Existing Data including, Police Data, Census Demographic Data, & CDC Data
Preliminary Observations

A sample of themes that emerged from the coding of collected qualitative data:

- Access to economic opportunity
- Youth Programming
- Coordination of resources
Economic Opportunity:

“Everyone can say violence is a problem, **drugs** is a problem, and that’s true. There’s no doubt about that, but you know violence, drugs are branches on a tree. They’re not the root causes. You can’t address violence and not address **poverty**. You can’t address drugs and not address **economics**.”
Shootings and Unemployment in Jersey City

Legend
Shootings
(JCPD; 3/2016-7/2017)
- Fatal shooting
- Non-fatal shooting
Civiliun Unemployment Rate
(ACS 2016 5-year estimate)
0.0% - 2.5%
2.5% - 4.5%
4.5% - 7.0%
7.0% - 9.5%
10.5% - 17.0%
17.0% - 25.0%
Youth Programming:

“I think on a deeper level, we pride ourselves on the resources we have in the community, but I think it's still a disconnect, especially when it comes to our youth.”

“You want to get these kids off the street, give them recreation, give them economical opportunity. They don't want to be on the corner....they want jobs.”
Resource Alignment:

“Space, funding, and coordination of efforts.”

“I think sometimes we are our biggest enemies and we hurt ourselves, we're not properly coordinating.”
Next Steps...
Questions, comments, feedback...
Contact Us!
Jukie Tsai
tsaij@courtinnovation.org
917-374-1511
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2012 to 15-JUN-2019.

FUND FOR THE CITY OF NEW YORK CITY FOR COURTS
31 GREEN STREET
NEWARK NJ 07102

Certification 48791

FORD M. SCUDDER
State Treasurer
COUNCIL OFFERED AND MOVED 
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires the technical assistance and training of a “community-based violence prevention” expert to expand upon Jersey City’s criminal justice reform and public safety agenda and develop a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of violence and to develop recommendations for a comprehensive, data-driven strategy to improve system and community response to violence; and

WHEREAS, the City researched providers and found that, based upon all the information available to the City at this time, the Center for Court Innovation (“Center”), a project of the Fund for the City of New York, a corporation that the Internal Revenue service has determined to be tax exempt under IRS 501 (c) (3), having its principal office located at 121 Sixth Avenue, New York, NY was the only provider operational in New Jersey with such expertise; and

WHEREAS, the Center has proposed to partner with the City of Jersey City, its Department of Health and Human Services, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence; 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 Director of the Department of Health and Human Services (“HHS”) has determined and certified in writing that the value of the contract will exceed $17,500.00; and

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
CENTER FOR COURT INNOVATION (A PROJECT OF THE
FUND FOR THE CITY OF NEW YORK) AS AN
EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT
PUBLIC BUYING TO PROVIDE TECHNICAL ASSISTANCE
AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

WHEREAS, the Center submitted a proposal dated October 31, 2017 indicating
that it will provide the services for the sum of $139,925.00; and

WHEREAS, the HHS Department Director has certified that these services qualify
as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law,
N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, funds in the amount of $139,925.00 are available in Account No.
01-217-27-530-515; and

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

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

WHEREAS, the resolution authorizing the award and the contract itself must be
available for public inspection. NOW, THEREFORE, BE IT RESOLVED, by the
Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate
   by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to
   execute the attached contract with Center for Court Innovation to provide technical
   assistance to HHS as set forth above; and

2. The total contract amount is $139,925.00 and shall run for a period of nine
   months, to be begin upon the date of execution of the agreement by City officials; and
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and

5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

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

7. This Agreement shall be subject to the condition that the Center for Court Innovation 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, Donna Maurer, Chief Financial Officer, hereby certify that funds in the amount of $139,925.60 are available in Account No. 01-306-27-330-314, p.o. 127187.
RESOLUTION FACT SHEET - CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution
Resolutions Authorizing An Agreement with the Center for Court Innovation (A Project of the Fund for the City of New York) as an Extraordinary, Unspecified Service Without Public Bidding to Provide technical Assistance and Training.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
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<th>Director's Office</th>
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<tr>
<td>Name/Title</td>
<td>Stacey L. Flanagan</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>Tel.: (201) 547-6800</td>
<td><a href="mailto:sflanagan@jcnj.org">sflanagan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York
Cost: Not to exceed $ 139,925.00
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

I certify that all the facts presented herein are accurate.

[Signature] 11/20/17
Signature of Department Director Date
MEMORANDUM

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK), AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: November 17, 2017
TO: Municipal Council
FROM: Stacey Flanagan
Vivian Brady-Phillips
RE: EUS Contract for Technical Assistance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York
Cost: Not to exceed $139,925.00
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. Provide a clear description of the work to be done.

Despite decreasing overall crime trends, gun violence remains a troubling and complex public health challenge nationally as well as here in Jersey City. Across the country, a growing alliance of stakeholders—law enforcement, epidemiology, juvenile justice and others—have begun to recognize that violence is learned and preventable, and that data-driven and collaborative efforts can identify risk and protective factors. The Jersey City Department of Health and Human Services (HHS), has begun to pilot public health strategies to address
gun violence through various initiatives that engage local community groups and other stakeholders. However, to implement a broader system-wide strategy, HHS requires the assistance of an expert in the field who can help assess the challenges facing our highest-crime neighborhoods and develop responses informed by successful national models.

Working in collaboration with the Mayor's Office and Jersey City Police Department, HHS seeks to undertake a comprehensive needs assessment and feasibility study that will: identify community priorities, analyze crime incident and other relevant data to better understand patterns of violence and who both the victims and perpetrators are, identify system priorities, map community resources, and issue a report that includes data-driven recommendations and a timeline for proposed interventions.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The entity providing technical assistance for the community antiviolence needs assessment and feasibility study must be 1) well-versed in such work, 2) have expertise in the design of innovative approaches to public safety problems and violence prevention initiatives (including public health approaches to gun violence), 3) have experience in community engagement strategies including community survey design, and 4) have a familiarity with Jersey City.

CCI, the proposed contractor, is uniquely qualified to provide technical assistance and training regarding community engagement and to conduct needs assessments and feasibility studies focused on violence prevention. CCI, a project of the nonprofit Fund for the City of New York, conceives, plans, and operates programs that seek to test new ideas, solve difficult problems, and achieve system change. CCI's projects include community-based violence prevention projects, alternatives to incarceration, reentry initiatives, and court-based programs that reduce the use of unnecessary incarceration and promote positive individual and family change. CCI currently operates multiple community-based violence prevention projects, including four Save Our Streets sites, which replicate the CURE Violence model, a public health approach to reducing gun violence in targeted neighborhoods.

Over the last two decades, CCI has worked nationally and internationally with numerous jurisdictions, including Jersey City. In 2016, Jersey City first contracted with CCI to provide technical assistance to launch Jersey City's youth court program (CCI operates New Jersey's only other youth court program in Newark, NJ). CCI also provides ongoing technical assistance to the Jersey City Municipal Court to plan and implement the second community court in the state of New Jersey. This work is supported by a community court grant from the U.S. Department of Justice's Bureau of Justice Assistance, which selected CCI to provide technical assistance to all 10 municipalities awarded this competitive national grant. In addition, CCI has provided assistance and guidance
Personnel

_Jethro Antoine, Director of New Jersey Programs_

Jethro Antoine will oversee the project, providing his expertise on New Jersey criminal justice programs, needs assessment and feasibility studies and community engagement. Mr. Antoine is the Center for Court Innovation’s Director of New Jersey Programs. Mr. Antoine previously served as the first Planner and Project Director at the Center’s Newark Community Solutions. Mr. Antoine receive his BA from New York University, JD from New York Law School, and Masters of Public Administration from Columbia University. Working at an annual salary of $146,900, Mr. Antoine will dedicate 10% of his time to the project for a nine-month period, for a cost of $11,018.

_ Ife Charles, Coordinator, Anti-Violence Programs_

Ife Charles will assist with anti-violence program development deliverables, such as identifying community priorities and community outreach. Ms. Charles is the Center for Court Innovation’s Coordinator for Anti-Violence Programs. Ms. Charles previously served as the Deputy Director at the Center for Court Innovation’s Crown Heights Community Mediation Center. Ms. Charles received her BA from Nyack College. Working at an annual salary of $101,300, Ms. Charles will dedicate 10% of her time to the project for a nine-month period, for a cost of $7,598.

_Medina Henry, Associate Director, Technical Assistance_

Medina Henry will assist with all technical assistance deliverables, such as identifying system priorities and mapping community resources. Ms. Henry is the Associate Director of Technical Assistance at the Center for Court Innovation. Ms. Henry previously served as the Planning Coordinator at the Red Hook Community Justice Center. Ms. Henry received her BA from Hunter College and Master in Public Administration from Baruch College. Working at an annual salary of $84,900, Ms. Henry will dedicate 15% of her time to the project for a nine-month period, for a cost of $9,551.

_Planner, TBD_

The Planner will assist with all project deliverables, such as mapping community resources, identifying system priorities, and producing a final report. Working at an annual salary of $60,000, the Planner will dedicate 60% of his/her time to the project for a nine-month period, for a cost of $27,000.

_Josy Hahn, Senior Research Associate_

Josy Hahn will be responsible for the design and execution of the project’s research components, including data analysis to assess how frequently violence occurs, where it occurs, trends, and identities of victims and perpetrators. Dr. Hahn is the Senior Research Associate at the Center for Court Innovation. She previously served as the Research Associate at the Vera Institute of Justice. Dr. Hahn received her BA from Princeton University, Master of Public Health in Urban Health Administration from University of Medicine and Dentistry of New Jersey, and her PhD in Public Health from Harvard University. Working at an annual salary of $87,500, Dr. Hahn will dedicate 35% of her time to the project for a nine-month period, for a cost of $22,969.
Umameheswari Jayapalan, Lead Information Architect

Umameheswari Jayapalan will assist with analyzing and collecting data. Ms. Jayapalan is the Lead Information Architect at the Center for Court Innovation. Ms. Jayapalan has previously worked as a Software Engineer at Value Source Technologies in India. Ms. Jayapalan received her BS from the Anna University's College of Engineering and Masters in Information Technology from Rutgers University. Working at an annual salary of $96,500, Ms. Jayapalan will dedicate 5% of her time to the project for a nine-month period, for a cost of $3,619.

Fringe Benefits

Fringe Benefits for full-time employees are assessed at 32% of salaries and wages and consist of FICA at 7.07%, Health Insurance at 13.60%, Pension at 8.75%, Unemployment Insurance at 0.85%, Long and Short-Term Disability at 0.68%, Life Insurance and Accidental Death and Dismemberment at 0.77%, Transit Check at 0.13%, and Workers' Compensation at 0.15%. With total personnel costs of $81,754, the fringe benefits will cost $26,161.

Subtotal Personnel: $107,915

Other Than Personnel Costs

Travel

The Center has budgeted $116 for three staff members to travel to and from Jersey City. Travel costs are calculated as follows: $2.75/PATH ride x 3 staff x 14 rides.

Office Supplies

The Center requests $587 for office supplies, printing, and postage over the nine-month project period. These supplies are budgeted based upon prior years of operational experience at $580/project FTE per year, which includes the costs of copy and fax paper, postage, copier toner, fax drums, writing pads, pens, pencils, file folders, binders, paper clips, post-its, etc. With 1.35 FTEs working on the project, the total costs will be $587 ($580/FTE/12-months x 1.35 FTE x 9/12 months= $587).

Rent

Dedicated project staff will be based in the Center's headquarters in Manhattan. Rent per FTE is calculated as follows: lease for 520 Eighth Ave, 18th Fl & 10th Fl, 24,500 sq ft): $888,000 per yr/111 = $8,000/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, rent will be $8,100 ($8,000/FTE/12-months x 1.35 FTE x 9/12 months).

Office Occupancy Costs

Office occupancy costs for staff working at the Center's headquarters in Manhattan are estimated, based on prior fiscal year actual costs and contracted costs for office services. These estimates are used to calculate the annual office occupancy cost per FTE for an average of 111 full-time staff who work out of the Center's headquarters.

- Repairs & Maintenance (cleaning, trash removal, exterminator, security, HVAC): $73,260 per yr/111 = $660/pp @ 100% FTE;
- Equipment Rental & Maintenance (copiers, fax machines, postage meter, water coolers): $28,860 per yr/111 = $260/pp @ 100% FTE;
With 1.35 FTE dedicated to the project during the nine-month project period, estimated office occupancy costs will total $932.

**Utilities**
Electricity costs for dedicated project staff based in the Center’s headquarters in Manhattan are calculated for the nine-month project period as follows: $66,600 per yr/111 = $600/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, utilities will total $608.

**Telephone and Internet Service**
Telephone and internet services for dedicated project staff based in the Center’s headquarters in Manhattan are calculated for the nine-month project period as follows: $35,520 per yr/111 = $320/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, telephone and internet service will total $324.

**Indirect Costs**
The National Center for Civic Innovation charges each grant or contract an administrative fee of 18% for personnel and payroll services, grant administration, accounting, annual audit fees, and fiscal oversight. The 18% administrative fee is charged each month on total program expenses (Personnel, OTPS and subcontracts up to $25,000). Calculated against total direct costs of $118,580, indirect costs will amount to $21,345.

**Subtotal Other Than Personnel Costs:** $32,010

**Total Project Costs:** $139,925
## PERSONNEL

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>%</th>
<th>Salary</th>
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</thead>
<tbody>
<tr>
<td>Director of New Jersey Programs</td>
<td>J. Antoino</td>
<td>10%</td>
<td>11,018</td>
</tr>
<tr>
<td>Coordinator, Anti-Violence Programs</td>
<td>I. Charles</td>
<td>10%</td>
<td>7,598</td>
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<tr>
<td>Associate Director, Technical Assistance</td>
<td>M. Henry</td>
<td>15%</td>
<td>8,561</td>
</tr>
<tr>
<td>Planner</td>
<td>TBD</td>
<td>60%</td>
<td>27,000</td>
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<tr>
<td>Sr. Research Associate</td>
<td>J. Hahn</td>
<td>35%</td>
<td>22,969</td>
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<tr>
<td>Lead Information Architect</td>
<td>U. Jayapalan</td>
<td>5%</td>
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Subtotal: 61,754

Fringe @ 32%: 26,161

TOTAL PERSONNEL: 107,915

## OTPS

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<td>Travel</td>
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<td>Supplies</td>
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<td>Rent</td>
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<td>Utilities</td>
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<td>Telephone/Internet</td>
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<td>Indirect Costs @ 18%</td>
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TOTAL OTPS: 32,010

TOTAL: 139,925
Center for Court Innovation
Community Violence in Jersey City: A Needs Assessment and Feasibility Study
October 31, 2017

Project Description

Overview
New Jersey has become a leader in criminal justice reform in recent years. In 2011, the state opened its first community court—Newark Community Solutions. Since then, Jersey City, under the leadership of Mayor Steven Fulop, has continued to carry the banner of reform, launching New Jersey's second youth court and taking on the challenge of implementing a community court with the support of the Justice Department's Bureau of Justice Assistance and the Center for Court Innovation. These actions reflect Jersey City's commitment to reducing the community's reliance on ineffective fines and expensive short-term jail sentences while also building public confidence in justice. In his 2014 State of the City address, Mayor Fulop noted, "To flourish, a city must be safe. To prosper, its people must feel secure. There is no greater responsibility than the safety of our community." With this momentum, the timing is ripe to expand upon Jersey City's criminal justice reform and public safety agenda and develop a comprehensive assessment of and response to community violence.

Identifying the Problem
Despite decreasing overall crime trends, violence still plagues communities across the country. In 2011, homicide was the third leading cause of death among all youth—15 to 24 years old—as well as the second leading cause of death for Hispanic youth and the most common cause of death for African-American youth. The violence that persistently kills minority youth deprives families of promising futures, affects the health and safety of entire communities, and continues to be among the nation's most complex problems. In Jersey City, the figures similarly reflect a troubling trend, while Jersey City saw two fewer homicides in 2016 than in the prior year, nonfatal shootings rose from 69 in 2015 to 80 in 2016. In 2014, there were 59 nonfatal shootings.

In many communities, including Jersey City, a growing alliance of stakeholders from across sectors—law enforcement, epidemiology, juvenile justice, and others—are looking for solutions in the public health sector. The idea of violence as a public health problem is not new; in 1979, the U.S. Surgeon General first identified violence as a key public health priority. Since then, the Centers for Disease Control has promoted this perspective through the creation of a Division of Violence Prevention and the development of multiple initiatives designed to identify and reduce the risk factors of violence. Underlying this approach is the idea that violence is learned and preventable through collaborative, data-driven efforts designed to identify risk and protective factors and develop and test responsive strategies.

---


In recent years, other fields have seen the value in this approach. Several barriers stand in the way of integrating policing and public health agencies—different agencies have different values and different vocabularies, impeding collaboration even when agencies share similar goals. Other barriers are practical—e.g., getting the right partners at the table, aligning funding streams, or sharing information from different sources.

Some jurisdictions have implemented innovative public health approaches to violence in partnership with law enforcement. For example, in New Jersey there have been several local attempts to craft innovative responses to gun violence. In Newark, the city launched the Newark Greater Safer City Initiative in 1999 and Operation Ceasefire, based on the Boston Ceasefire model, in 2005. The Boston Ceasefire model emphasizes a focused deterrence strategy highlighted by collective accountability and the importance of "pulling levers"—by reaching out directly to gangs, saying explicitly that violence would no longer be tolerated, and backing up that message by pulling every legal lever available when violence occurred. However, the Newark Ceasefire project did not employ this strategy. Its implementers ultimately decided that Newark gangs and groups lacked the organizational structure or cohesiveness that would warrant such an approach.

From 2013-14, Newark operated Newark Hotspot, an initiative supported by funding from the Department of Justice's Office of Juvenile Justice and Delinquency Prevention, which married elements of the Boston Ceasefire and Chicago Cure Violence models. The program's goals included reducing shootings and homicides among the most at-risk individuals in crime "hot spots" designated by the Newark Police Department, provide outreach and comprehensive case management to help ensure that individuals who choose to reject violence are fully supported, and mobilize the community to participate in activities designed to change local norms towards gun violence and implement community responses to shootings. The Center for Court Innovation's Newark Community Solutions provided the technical assistance, case management, and outreach services for the Newark Hotspot.

In 2014, the City of Camden launched Cure4Camden. The program implemented a community-based violence intervention modeled on Cure Violence model to stop shootings and violence. Cure4Camden used methods and strategies associated with disease control: detecting and interrupting conflicts, identifying and treating high-risk individuals, and changing social norms.

In light of the momentum for a focused response to community violence in Jersey City and across the state, the Center for Court Innovation proposes to partner with the City of Jersey City, its Department of Health, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence.
Needs Assessment and Feasibility Study

Translating lofty goals and ambitious plans into concrete programs on the ground is never easy. Any effort to create an effective strategy that responds to Jersey City’s rich and complex dynamics must be rooted in a deep understanding of local needs, priorities, resources, and deficits. The project would unfold in four stages:

(1) **Identifying community priorities** – Based on initial outreach, the project team would convene a minimum of three focus groups of specific audiences of interest (e.g., public housing residents, merchants, young adults). These focus groups will be designed to solicit feedback on what factors protect people or put them at risk for experiencing or perpetrating violence in their community.

(2) **Data analysis** – The Center’s research department would participate in all needs assessment meetings and aid project staff in identifying and developing tracking systems for relevant indicators of community violence. The team would work with city government, criminal justice agencies, public health agencies, education, and other sources to assemble and analyze available data such as demographics, number of violence related behavior, injuries, deaths, and quality of life metrics. This data can demonstrate how frequently violence occurs, where it occurs, trends, and who the victims and perpetrators are. This will help stakeholders define the violence plaguing Jersey City and its scope. The Center’s research staff would also implement a street intercept community survey designed to elicit resident views of problems related to violence and community-wide collective efficacy.

(3) **Identifying system priorities** – The project team would have additional in-depth discussions with representatives from relevant agencies, including the judiciary, prosecutors, defense bar, and probation. These semi-structured interviews would aim to supplement the above data analysis to complete the picture of Jersey City’s most pressing concerns regarding its violence prevention strategies.

(4) **Mapping community resources** – Over the last two years, Jersey City has done a fair bit of resource mapping to identify community assets, such as civic associations, social service agencies, schools, and faith organizations that can serve as potential resources or partners in problem-solving initiatives. Naturally, those efforts will set the stage for opportunities for partnerships, the identification of shared goals, and improved service alignment and coordination across systems. If necessary, we will augment those efforts and engage systems or agencies that were not included in the City’s efforts.

(5) **Report** – As a final product, the project team would prepare a report that documents local needs, priorities, resources, recommendations on violence prevention strategies and where prevention efforts should be focused. The report would include a draft implementation plan, timeline, and budget for how the project could be taken forward. Project staff would present the report to appropriate city and community leadership.
**Timeline**

Project staff propose a 9-month assessment period, with the final report completed and presented in Month 9, as follows:

- **Months 1-3:** Identify and collect available data sets; Identify stakeholders for in-depth interviews; Schedule community focus groups
- **Months 4-6:** Conduct interviews and focus groups with community members and key stakeholders
- **Months 7-8:** Analyze data; conduct follow up research as needed
- **Month 9:** Complete final report and present findings to court and city leadership

**Budget Detail**

The total cost for creating and implementing the proposed feasibility study would be $139,925 which would cover personnel, travel, and other project supplies. A detailed breakdown of costs and expenses is attached to this proposal as Attachment A.

**About the Center for Court Innovation:** Recipient of the Innovations in American Government Award from Harvard University’s Kennedy School of Government and the Ford Foundation, the Center for Court Innovation ([www.courtinnovation.org](http://www.courtinnovation.org)) is uniquely qualified to provide technical assistance regarding community engagement, needs assessment and feasibility studies, particularly when it comes to community courts and community justice. Over the last two decades, the Center for Court Innovation has worked nationally and internationally with countless jurisdictions to improve public confidence in justice and spark new thinking about how courts operate, how they solve problems, and how they engage with citizens.

The Center serves victims of crime in both court and community-based settings directly and through training and expert assistance. The Center operates multiple community-based violence prevention projects, including four Save Our Streets (S.O.S.) sites. The Save Our Streets program is a replication of the Cure Violence model, which uses a public health approach to reducing gun violence in a targeted neighborhood. A 2013 process and impact evaluation suggested that following the implementation of S.O.S., gun violence in Crown Heights was 20% lower than what it would have been had gun violence trends mirrored those of similar, adjacent precincts. In addition to the S.O.S. programs, in 2012 the Center launched a multi-prong anti-violence project in Brownsville, Brooklyn, with the support of a U.S. Department of Justice Byrne Criminal Justice Innovation grant. In launching all its place-based projects, the Center begins with establishing a strong relationship with residents and neighborhood leaders, ensuring that they have a voice in project planning and implementation. For example, during the planning period for the Brownsville Anti-Violence Project, staff conducted a community-wide survey about residents’ perspective on safety and the most pressing needs of the community, convened local CBOs were in a series of stakeholders planning meetings, and convened a youth advisory council.

---

board comprised of young people from the neighborhood who lead the development of public education materials.

The Center works with municipalities, state governments, agencies and judges across the United States, providing them with hands-on assistance as they work to improve courts and communities. Although it is a non-profit organization, the Center's business model is straight from the private sector — it functions like a private consulting firm that assists client with strategic visioning and program design and implementation.

The Center for Court Innovation’s headquarters is located at 520 Eighth Avenue, 18th Floor, New York, NY, 10018. The contact for this proposal is Jethro Antoine, Director of New Jersey Programs, Center for Court Innovation, 646-386-5920, antoinej@courtinnovation.org.
**FUND FOR THE CITY OF NEW YORK**

**INVOICE / EXPENSE STATEMENT**

Center for Court Innovation, Fund for the City of New York

City of Jersey City

Jersey City Violence Reduction

**Budget Period:** 3/1/2018-11/30/2018

**Reporting Period:** 7/1/18-9/30/18

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**Subtotal Personnel** | **85,665.00** | **20,668.50** | **33,999.81** | **54,668.31** | **30,996.69** | **64%** |

**Fringe @32%** | **27,412.80** | **6,613.70** | **10,880.02** | **17,493.72** | **9,919.08** | **64%** |

| Total Personnel | **113,077.80** | **27,282.20** | **44,879.83** | **72,162.03** | **40,915.77** | **64%** |

**OTPS**

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| Total OTPS | **5,503.00** | **703.17** | **703.17** | **4,799.83** | **13%** |

| Indirect Cost | **21,344.20** | **4,910.78** | **8,204.96** | **13,115.74** | **8,228.46** | **61%** |

| TOTAL | **139,925.00** | **32,192.98** | **53,787.96** | **85,980.94** | **53,944.06** | **61%** |

**Total Expenses for 7/1/18-9/30/18= $53,787.96**

I certify to the best of my knowledge and belief that this report is correct and that all expenses are for the purposes set forth in the award documents.

Mary McCormick
President

11/20/2018

Please send payment to:

Attn: Ni Yan
Fund for the City of New York
121 Avenue of the Americas - 6th Floor
New York, NY 10013
Detail Expense Report September 2018

% FY elapsed: 100

2-002-003-034 CCI-NCS-Jersey City Violnc RedcTN TA

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**FUND FOR THE CITY OF NEW YORK / NATIONAL CENTER FOR CIVIC INNOVATION**

**Detail Expense Report August 2018**  
% FY elapsed: 92

2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA

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FUND FOR THE CITY OF NEW YORK / NATIONAL CENTER FOR CIVIC INNOVATION

Detail Expense Report July 2018  % FY elapsed: 83

2-002-003-034 CCI-NCS-Jersey City Violnc Redctn TA

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TOTAL PROJECT COSTS          | 9,845.00   |         | 9,845.00  |         | 9,845.00   |         |
**FUND FOR THE CITY OF NEW YORK**
**MONTHLY EXPENSE REPORT**

**CENTER FOR COURT INNOVATION**

**ORIGINAL RECEIPTS ARE REQUIRED FOR ALL EXPENSES, E.G. TAXIS, PARKING, TOLLS, MEALS, ACCOMMODATIONS, LONG DISTANCE TRAVEL.**

**EXPLANATION FOR MEALS MUST INCLUDE THE NUMBER OF PEOPLE SERVED.**

**FOR CONFERENCES LIST NAME, SPONSOR, DATES, PLACE AND CITY IN COMMENTS SECTION.**

**PLEASE GROUP EXPENSES BY PROJECT THEN BUDGET CATEGORY (NOT DATE ORDER).**

**FULL LEGAL NAME:** Julius Tsai

**ADDRESS (check to be mailed):**

85 South St. Apt 5s

New York, NY 10038

**MONTH/ YEAR:**

9-8-2018

**SIGNATURE:**

Julius Tsai

31-Aug-18

**SUPERVISOR:**

31-Aug-18

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<td>2-0-002-003-025</td>
<td>Jersey City Community</td>
<td>Travel Local</td>
<td>8/16/2018</td>
<td>5</td>
<td>Lyft to Ward A Council Meeting</td>
<td>$10.40</td>
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<td>Jersey City Community</td>
<td>Travel Local</td>
<td>8/24/2018</td>
<td>6</td>
<td>Lyft to Journal Square to interview Pam Johnson</td>
<td>$41.90</td>
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<td>Jersey City Community</td>
<td>Travel Local</td>
<td>8/24/2018</td>
<td>7</td>
<td>Lyft to Journal Square after interview</td>
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<td>Jersey City Community</td>
<td>Travel Local</td>
<td>8/29/2018</td>
<td>8</td>
<td>Lyft to interview of Chris Gadside @ Lincoln HS</td>
<td>$57.90</td>
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<tr>
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<td>Jersey City Community</td>
<td>Travel Local</td>
<td>8/29/2018</td>
<td>9</td>
<td>Lyft to focus group at Dept. HHS</td>
<td>$57.90</td>
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<tr>
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<td>8/29/2018</td>
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<td>Lyft to Grove St. After focus group</td>
<td>$6.11</td>
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**TOTAL AMOUNT:** $444.55

**PAID**

**Updated:** 5/20/08
Gmail

Your ride with Ryan on August 8
1 message

Lyft Ride Receipt <no-reply@lyftmail.com>
Reply-To: Lyft <no-reply@lyftmail.com>
To: juliusftsai@gmail.com
Thu, Aug 9, 2018 at 1:59 PM

August 8, 2018 at 1:49 PM

Thanks for riding with Ryan!

Ride Details

Lyft fare (1.57mi, 8m 46s) $7.30
Lyft 50% off Mon. - Fri. -$2.47
PayPal account $4.83

This and every ride is carbon neutral
Gmail - Your ride with Ryan on August 8

Learn more

Pickup 1:49 PM
968 Bergen Ave, Jersey City, NJ

Drop-off 1:58 PM
51 Ege Ave, Jersey City, NJ

Make expensing business rides easy

https://mail.google.com/mail/u/1?ik=866bd2f0bf&view=pt&search=all&permthid=thread-f%3A1608345238866776782&simplt=msg-f%3A160834523886...
Your ride with Maximo on August 16
1 message

Lyft Ride Receipt <no-reply@lyftmail.com>  Thu, Aug 16, 2018 at 8:14 PM
Reply-To: Lyft <no-reply@lyft.com>
To: juliusftsai@gmail.com

Thanks for riding with Maximo!
August 16, 2018 at 6:20 PM

Ride Details
Lyft fare (2.40mi, 11m 1s)  $8.48
Tip  $2.00

VISA Visa *4269  $10.48

This and every ride is carbon neutral
Gmali - Your ride with Maximo on August 16

Learn more

Pickup 6:20 PM
966 Bergen Ave, Jersey City, NJ

Drop-off 6:31 PM
201 Woodlawn Ave, Jersey City, NJ

Make expensing business rides easy

https://mail.google.com/mail/u/1?ik=0be6b2f0bf&view=pt&search=all&permthid=thread-f%3A1608003061155168699&simple=msg-f%3A180900306115...
Thanks for riding with Jorge!
August 24, 2018 at 9:32 AM

Ride Details

Lyft fare (2.05mi, 10m 16s) $7.85
Tip $2.00

Total $9.85

This and every ride is carbon neutral
Pickup 9:32 AM
82 John F Kennedy Blvd, Jersey City, NJ

Drop-off 9:43 AM
13 Roosevelt Ave, Jersey City, NJ

Make expensing business rides easy
Thanks for riding with Bryan!
August 24, 2018 at 11:11 AM

Ride Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyft fare (1.60mi, 9m 46s)</td>
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</tr>
<tr>
<td>Tip</td>
<td>$2.00</td>
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Total: $9.30

This and every ride is carbon neutral.
Gmail - Your ride with Bryan on August 24

Pickup 11:11 AM
5 Roosevelt Ave, Jersey City, NJ

Drop-off 11:21 AM
689 Pavonia Ave, Jersey City, NJ

Make expensing business rides easy
Thanks for riding with Bekir!
August 29, 2018 at 3:43 PM

Ride Details

Lyft fare (1.52mi, 9m 33s) $7.30
Tip $2.00

Visa *4269 $9.30

This and every ride is carbon neutral
Gmail - Your ride with Bekir on August 29

- Pickup 3:43 PM
  82 John F Kennedy Blvd, Jersey City, NJ

- Drop-off 3:52 PM
  55 Crescent Ave, Jersey City, NJ

Make expensing business rides easy

https://mail.google.com/mail/u/1?ik=866bd2c0bf&view=pt&search=all&permthid=thread-f%3A1610170450332486222&simplemsg-f%3A161017045033...
Gmail - Your ride with Ian on August 29

1 message

Lyft Ride Receipt <no-reply@lyftmail.com>
Reply-To: Lyft <no-reply@lyft.com>
To: juliusftsai@gmail.com

Wed, Aug 29, 2018 at 5:41 PM

Thanks for riding with Ian!
August 29, 2018 at 5:35 PM

Ride Details

Lyft fare (0.96mi, 5m 0s) $7.30
Tip $2.00

Visa *4269 $9.30

This and every ride is carbon neutral

https://mail.google.com/mail/u/1?ik=866bd2f8bf&view=pt&search=all&permthid=thread-f%3A16101711702686031429&simple=1#msg-f%3A16101711702686031429... 1/3
Learn more

• Pickup  5:35 PM  
  57 Crescent Ave, Jersey City, NJ

• Drop-off  5:40 PM  
  50 Ege Ave, Jersey City, NJ

Make expensing business rides easy

https://mail.google.com/mail/u/1?ik=856bd2f0bf&view=pt&search=all&permthid=thread-f%3A1610171170268031429&simp=msg-f%3A161017117026...  2/3
Your ride with george on August 29
1 message

Lyft Ride Receipt <no-reply@lyftmail.com>
Reply-To: Lyft <no-reply@lyft.com>
To: juliusftsai@gmail.com
Thu, Aug 30, 2018 at 8:50 PM

Thanks for riding with george!
August 29, 2018 at 8:40 PM

Ride Details

Lyft fare (2.46mi, 9m 20s) $8.11

Visa *4269 $8.11

This and every ride is carbon neutral

Learn more
https://mail.google.com/mail/u/1?ik=866bd2f0bf&view=pt&search=all&permthid=thread-f%3A16102793737394037892&simpi=msg-f%3A1610279373739...
Pickup  8:40 PM  
53 Ege Ave, Jersey City, NJ

Drop-off  8:49 PM  
52 Christopher Columbus Dr, Jersey City, NJ

Make expensing business rides easy

Enable business profile on Lyft to make expensing rides quick and easy.

Get Business Profile
<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Description</th>
<th>Date</th>
<th>P.O.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/8/29/18</td>
<td>CCI Expenses</td>
<td>9/28/2018</td>
<td></td>
<td>102.53</td>
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**Total: $102.53**

Julius Tsai  
VENDOR NO. 13890  
CHECK DATE 10/22/2018
FUND FOR THE CITY OF NEW YORK

AMERICAN EXPRESS PAYMENT REQUEST

Person Completing Form:

Name Of Cardholder: Kelly Mulligan-Brown

Statement Period: 7/29/18-8/28/18

Statement Total: $3,803.38

VPR Total: $3,803.38

Project Director's Signature: K. Mulligan-Brown

CCI Fiscal Signature: Jeffrey Leypa

Senior Director's Signature:

Portfolio Manager's Signature:

President's Signature:

---

<table>
<thead>
<tr>
<th>Transaction Date</th>
<th>Store Name</th>
<th>Item Description</th>
<th>Program Supplies</th>
<th>Travel Local</th>
<th>Gift Cards for Team Building Day</th>
<th>Metro Card for Team Building Day</th>
<th>Special Events/ Facilities Rental</th>
<th>Office Supplies</th>
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<tbody>
<tr>
<td>07/29/2018</td>
<td>AMZN</td>
<td>White Boards for outdoor sign</td>
<td>$778.10</td>
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<td>07/30/2018</td>
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<td>Prizes for National Night Out Tabling</td>
<td>$778.10</td>
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Attach ORIGINAL RECEIPTS/INVOICES

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*Statement Total and VPR Total MUST match
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<td>Food</td>
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<td>640.25</td>
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<td>Transcription services for Jersey City (Code: INC-CCI-NCC-Jersey City Violnc Redctn TA. A-2-2-002-002-033)</td>
<td>640.25</td>
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</table>
Corporate Card Statement of Account

Prepared For
KELLY MULLIGAN-BROWN
FUND FOR THE CITY NY

Account Number: XXXX-XXXXX7-73007

Closing Date: 08/28/18

Balance Please Pay By
Due $ 09/12/18

Previous Balance $ 2,498.70
New Charges $ 3,603.36
Other Credits $ 0.00
Payments $ 0.00

Please Pay By
Due $ 09/12/18

Payment is due in full. Please pay by 09/12/18 to allow time for your payment to be received by us and credited to your account.

To manage your Account online or to pay your bill, please visit us at corp.americanexpress.com. For additional contact information, please see the reverse side of this page.

Activity

Data reflects both transaction and posting date

Card Number: XXXX-XXXXX7-73007

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<thead>
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<th>Date</th>
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<tr>
<td>08/02/16</td>
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<tr>
<td>08/03/16</td>
<td>Extra Space</td>
<td>NJ</td>
<td>165.84</td>
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<td>08/03/16</td>
<td>FULL SOURCE FULL SOU JAXSCV</td>
<td>FL</td>
<td>329.10</td>
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<tr>
<td>08/08/16</td>
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<td>08/08/16</td>
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<td>08/08/16</td>
<td>2 GATEWAY CENTER CAF</td>
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Payment Coupon

KELLY MULLIGAN-BROWN
FUND FOR THE CITY NY
465 JERSEY AVE #3
JERSEY CITY NJ 07302-4042

Mail Payment to:
AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270

Account Number: XXXX-XXXXX7-73007
Please Pay By 09/12/18
Amount Due $3,803.36
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<td>36772004300</td>
<td>2,496.70</td>
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# ORDER FORM

**Delivery Date:** Wed Aug 29 6pm

**To:** City Hall Annex
360 Mlk Drive / Jackson Square
New City Hall Annex

**Jodie Tsai - 917-374-1511**

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<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>15</td>
<td>O+</td>
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<tr>
<td></td>
<td>plates napkins</td>
</tr>
</tbody>
</table>

**Sale Amount:** $165.00

**R.M. Brown**
Merchant Copy

Received By: [Signature]

---

**Carmine's Italian Deli**
165 Mallory Avenue
Jersey City, New Jersey 07304
Tel: (201) 434-5155
Fax: (201) 433-6670
**Person Completing Form:**

Name Of Cardholder: Kelly Mulligan-Brown

Statement Period: 7/29/18-8/28/18

Statement Total: $3,803.38

VPR Total: $3,803.38 *Statement Total and VPR Total MUST match

**Project Director's Signature**

**CCF Fiscal Signature**

**Senior Director's Signature:**

**Portfolio Manager's Signature:**

**President's Signature:**

---

### Attach ORIGINAL RECEIPTS/INVOICES

<table>
<thead>
<tr>
<th>Date</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Amount</th>
<th>Memo</th>
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<td>07/30/2018</td>
<td>AMZN MKTP US AMZN.COM/WEB STORES</td>
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<td>770.10</td>
<td>4-0-142-003-005 NCS City Ops 2018</td>
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<td>Extra Space 0544 NEWARK NJ</td>
<td>Program Supplies</td>
<td>770.10</td>
<td>4-0-142-003-005 NCS City Ops 2018</td>
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<td>JACKSONVILLE FL REFS</td>
<td>Moving/Storage</td>
<td>780.70</td>
<td>4-0-142-003-005 NCS City Ops 2018</td>
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<td>STARLIPS FRAMINGHAM</td>
<td>Program Supplies</td>
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**Fees:** $487.00
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Corporate Card Statement of Account

Prepared For
KELLY MULLIGAN-BROWN
FUND FOR THE CITY NY

Account Number: XXXX-XXXXX7-73007
Closing Date: 08/28/18
Page 1 of 4

Previous Balance $ 2,498.70
New Charges $ 3,003.38
Other Debits $ 0.00
Payments $ 2,498.70
Other Credits $ 3,003.38

Balance $ 3,803.38
Due $ 09/12/18

Please Pay By

For important information regarding your account refer to page 2.

Payment is due in full. Please pay by 09/12/18 to allow time for your payment to be received by us and credited to your account.

To manage your Account online or to pay your bill, please visit us at corp.americanexpress.com. For additional contact information, please see the reverse side of this page.

To manage your Account online or to pay your bill, please visit us at corp.americanexpress.com. For additional contact information, please see the reverse side of this page.

Activity

Card Number: XXXX-XXXXX7-73007

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Please fold on the perforation below and detach and return with your payment. Do not staple or use paper clips.

Mail Payment to:
AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270

Account Number: XXXX-XXXXX7-73007
Payable upon receipt in U.S. Dollars.

Please Pay By 09/12/18

Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

Amount Due $ 3,803.38

Continued on Page 3
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Total for KELLY MULLIGAN-BROWN

New Charges/Other Debits: 3,603.30
Payments/Other Credits: -2,498.70
## Order Details - Transcription Service

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### Payment Details

- **Amount Paid:** $80.00  
- **Charged To:** American Express ending in 73007 exp. 11/2018  
- **Charged On:** 8/23/2018

### Order Summary

- **Order Total:** $80.00  
- **Total Paid:** $80.00

### Customer Details

- **Customer Name:** Julius Tsai  
- **Customer Email:** tsaij@courtinnovation.org  
- **Customer Phone:** 9173741511
Order Details - Transcription Service

Order Number: TC0070707666
Ref/Name: Julius Tsai
Order Placed: 8/24/2018

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Payment Details

Amount Paid: $59.00
Charged To: American Express ending in 73007 exp. 11/2018
Charged On: 8/24/2018

Order Summary

Order Total: $59.00
Total Paid: $59.00

Customer Details

Customer Name: Julius Tsai
Customer Email: tsaij@courtinnovation.org
Customer Phone: 9173741511
**FUND FOR THE CITY OF NEW YORK**

**AMERICAN EXPRESS PAYMENT REQUEST**

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**ATTACH ORIGINAL RECEIPTS/INVOICES**

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**Notes:**
- The statement total and VPR total must match.
- Attach original receipts or invoices.
- Dates and amounts match the receipts provided.
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Corporate Card Statement of Account

Prepared For
KELLY MULLIGAN-BROWN
FUND FOR THE CITY NY

Account Number: XXXX-XXXXX7-73007
Closing Date: 09/28/18

Page 1 of 4

Balance Please Pay By
Due $ 10/13/18

Previous Balance $ 3,603.38
New Charges $ 3,023.50
Other Debits $ 0.00
Payments $ 3,023.53
Other Credits $ 0.00

For important information regarding your account refer to page 2.

Payment is due in full. Please pay by 10/13/18 to allow time for your payment to be received by us and credited to your account.

To manage your Account online or to pay your bill, please visit us at corp.americanexpress.com. For additional contact information, please see the reverse side of this page.

Activity

Date
Card Number XXXX-XXXXX7-73007
Reference Code
Amount

08/30/18
QUEEN PIZZA AND DELI
NJV
730110092 129222
07102
08/29/18
03-08 Food
85.18

08/30/18
STAPLES FRAMINGHAM
MA
39839022232
NCC-CC-ACS
CITY102
08/30/18
03-08 Office Supplies
48.44

08/31/18
STAPLES 00462
CLIFTON
NJ
008004641
0046200604641
07014
08/30/18
03-01 Supplies
15.19

08/31/18
VISTAPRINT
MA
888-9636743
REF# BX5BATUY971 PRINTING
08/31/18
03-07 Printing/Duplication
84.74

09/04/18
BLIMPIE #1189
NJ
000000004
973-506-1661
09/04/18
03-01 Food
79.17

Mail Payment to:
AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270

Continued on Page 3

Account Number Payable upon receipt in U.S. Dollars.

Please Pay By Enter 15 digit account number on all payments.
10/13/18

Amount Due Checks or drafts must be drawn against banks located in the U.S.
$3,023.50

Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

Mail Payment to:

KELLY MULLIGAN-BROWN
FUND FOR THE CITY NY
465 JERSEY AVE #3
JERSEY CITY NJ 07302-4042

0000034992130227471 0003023500000302350 284d
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Total for KELLY MULLIGAN-BROWN

New Charges/Other Debits                         3,023.50
Payments/Other Credits                          -3,803.38
Your Transcription Order was Received TC0334156443

1 message

Rev Support <support@rev.com>
Reply-To: Rev Support <support@rev.com>
To: tsaij@courtinnovation.org

Wed, Sep 5, 2018 at 3:16 PM

Thanks for your order. We'll start working on it right away.

Thank you,
Rev.com Support Team

Order Information

Order Number: TC0334156443

Placed September 5, 2018

Files/Links

JC_Focus_Group_#2_8-29.m4a

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Customer Name
Julius Tsai

Payment Method
American Express ending in 7307 exp. 11/2018

Check Order Status

Questions?
Please email support@rev.com or call 888-369-0701

To ensure delivery to your inbox, please add support@rev.com to your address book.

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Thank you,
Rev.com Support Team

Order Information

Order Number: TC0016606091

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JC_Chirs_Gadsten_Interview.m4a

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Customer Name
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Payment Method
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Check Order Status

Questions?
Please email support@rev.com or call 888-369-0701

To ensure delivery to your inbox, please add support@rev.com to your address book.
Thanks for your order. We'll start working on it right away.

Thank you,
Rev.com Support Team

Order Information

Order Number: TC0330013020
Ref: Julius Tsai

Files/Links
Steve Campos Interview.m4a

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Transcription | 52 minutes | $52.00

Customer Name
Julius Tsai

Payment Method
American Express ending in 7307 exp. 11/2018

Order Total
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Questions?
Please email support@rev.com or call 888-369-0701

To ensure delivery to your inbox, please add support@rev.com to your address book.
Thanks for your order. We'll start working on it right away.

Thank you,
Rev.com Support Team

Order Information
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Placed September 20, 2018

Files/Links
Frank Gilmore Interview.m4a

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Description               Length  Subtotal
Transcription             32 minutes  $32.00

Customer Name
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Payment Method
American Express ending in 73007 exp. 11/2018

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Questions?
Please email support@rev.com or call 888-369-0701

To ensure delivery to your inbox, please add support@rev.com to your address book.

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Your Transcription Order was Received TC0150001447

1 message

Rev Support <support@rev.com>
Reply-To: Rev Support <support@rev.com>
To: tsaij@courtinnovation.org

Thu, Sep 20, 2018 at 3:41 PM

Thanks for your order. We'll start working on it right away.

Thank you,
Rev.com Support Team

Order Information

Order Number: TC0150001447

Files/Links
Florence Holmes Interview.m4a

Payment Details

Description          Length      Subtotal
Transcription        53 minutes  $53.00

Customer Name
Julius Tsai
Payment Method
American Express ending in 73007 exp. 11/2018

Check Order Status

Questions?
Please email support@rev.com or call 888-369-0701

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Thank you,
Rev.com Support Team

Order Information

Order Number: TC0074636143

Files/Links
Julio Garcia Interview.m4a

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Customer Name
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Payment Method
American Express ending in 73007 exp. 11/2018

Check Order Status

Questions?
Please email support@rev.com or call 888-369-0701

To ensure delivery to your inbox, please add support@rev.com to your address book.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE EXECUTION OF A FIELD FACILITY USE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY REGARDING THE MANAGEMENT, MAINTENANCE, UPGRADES AND EVENT SCHEDULING OF METRO FIELD, A/K/A, THE COURTNEY FRICCHIONE FIELD

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City ("City") owns real property known as Metro Field, a/k/a The Courtney Fricchione Field (the "Facility"), located at 179 West Side Avenue, Jersey City, New Jersey 07305 (the "Property"); and

WHEREAS, New Jersey City University ("NJCU"), a higher education institution of the State of New Jersey, whose main campus address is at 2039 Kennedy Boulevard, Jersey City, New Jersey 07305 desires the City's permission to enter the Property for the purpose of converting the Facility into a National Collegiate Athletic Association ("NCAA") regulation softball field pursuant to the 2016 and 2017 NCAA Softball Rules Changes and Common Practice Updates approved by the NCAA Softball Rules Committee and the Playing Rules Oversight Panel (the "Improvements"); and

WHEREAS, NJCU shall pay for the Improvements which are estimated to cost approximately $301,000.00 in the initial phase; and

WHEREAS, NJCU shall not begin any construction of the Improvements without first obtaining the approval of the City's Department of Recreation; and

WHEREAS, the attached Metro Field Facility Use Agreement ("FUA") shall commence on March 1, 2019 and shall expire three (3) years thereafter; and

WHEREAS, the City's notification to NJCU of its desire, in either year two or year three of the FUA, to terminate the FUA with less than two years notice shall not serve to automatically extend the FUA beyond three years; and

WHEREAS, the City will be responsible for scheduling the use of the Facility; and

WHEREAS, if the City terminates the Agreement prior to its expiration, the City will be required to reimburse the construction expenses incurred by NJCU in making the Improvements; and

WHEREAS, NJCU is an agency of the State of New Jersey; and

WHEREAS, the City is authorized to execute a facility use agreement with another public body pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.; and

WHEREAS, NJCU and the City will meet to explore other opportunities to collaborate related to athletics including the use of the NJCU Gerrity Facility located near Route 440.
RESOLUTION AUTHORIZING THE EXECUTION OF A FIELD FACILITY USE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY REGARDING THE MANAGEMENT, MAINTENANCE, UPGRADES AND EVENT SCHEDULING OF METRO FIELD, A/K/A, THE COURTNEY FRICCHIONE FIELD

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

1. NJCU and its guests or invitees are authorized to enter onto the Property for the purpose of performing the activities described in the Field Facility Use Agreement attached hereto;

2. subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Metro Field Facility Use Agreement in substantially the form attached hereto; and

3. the term of the Metro Field Facility Use Agreement shall commence on March 1, 2019 and shall expire three (3) years thereafter.

JM/RB
2-4-19

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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

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

F. R. Lavaro, 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 FIELD FACILITY USE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY REGARDING THE MANAGEMENT, MAINTENANCE, UPGRADES AND EVENT SCHEDULING OF METRO FIELD, A/K/A, THE COURTNEY FRICCHIONE FIELD

Project Manager

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<tr>
<td>Name/Title</td>
<td>Arthur Williams</td>
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<tr>
<td>Phone/email</td>
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Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City owns real property known as Metro Field (the “Facility”), located at 179 West Side Avenue, Jersey City (the “Property”). New Jersey City University (“NJCU”) desires the City’s permission to enter the Property for the purpose of converting the Facility into a National Collegiate Athletic Association (“NCAA”) regulation softball field (the “Improvements”). NJCU shall pay for the Improvements which are estimated to cost approximately $301,000.00. The City will be responsible for scheduling the use of the Facility.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Three years commencing March 1, 2019

Type of award

Net Applicable

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Metro Field Facility Use Agreement
BETWEEN
NEW JERSEY CITY UNIVERSITY
AND
THE CITY OF JERSEY CITY

The Parties to this Facility Use Agreement ("FUA") made this ____ day of February, 2019 are New Jersey City University ("NJCU"), a higher education institution of the State of New Jersey, whose main campus address is 2039 Kennedy Boulevard, Jersey City, New Jersey 07305, and The City of Jersey City ("CITY"), a municipality of the State of New Jersey, with a mailing address at City Hall -- 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, NJCU and the CITY have agreed to collaborate on the management, maintenance and event scheduling of Metro Field, a/k/a known as Courtney Fricchione Field, (hereinafter “the Facility”) located at 179 West Side Avenue, Jersey City, New Jersey 07305, and for consideration paid by NJCU to the City and for the valuable benefits to each under this FUA; and

WHEREAS, NJCU and the City will meet to explore other opportunities to collaborate related to athletics including the use of the NJCU Gerrity Facility near Route 440.

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

1. NJCU agrees to assume all costs associated with converting the Facility into a National Collegiate Athletic Association (NCAA) regulation softball field pursuant to the 2016 and 2017 NCAA Softball Rules Changes and Common Practice Updates approved by the NCAA Softball Rules Committee and the Playing Rules Oversight Panel (hereinafter “the Improvements”). The Improvements shall be substantially similar to the attached plan dated October 2018, Conversion Option 2, Courtney Fricchione Memorial Field, 179 West Side Avenue, Jersey City, New Jersey 07305 (Exhibit “A”). Construction of the improvements shall not commence until the Director of Jersey City’s Department of Recreation provides written approval of NJCU’s plans, drawings, and specifications for the softball field.

2. To prepare the Facility for use, NJCU shall provide for a skinned infield for softball and baseball to co-exist. The softball fence and pitcher’s mound will be portable. During the Term of the FUA, NJCU Grounds team will perform the following each season:

   a. Lower the cutting height down on the Facility to close to 1 inch beginning on or about March and ending June 30 each season and, during this period, increasing the frequency of mowing to up to 5 times per week to foster additional grass density. (NOTE: REMAINDER OF THE GROWING SEASON, THE CITY WILL MOW THE FACILITY PER ITS SCHEDULE.)

   b. Soil testing to determine if there are any amendments needed to be made with respect to fertilizer and lawn nutrients.
c. A field core aeration where necessary each season. This will help improve the top surface, reduce any compaction and help with seed preparation.

d. Seed grass areas of the Facility with a quality Kentucky Bluegrass and Perennial Ryegrass (or equivalent) mixture after the aeration is complete, followed by a complete fertilizer. Date and schedule TBD each season and mutually agreed upon by the parties.

e. Fill in smaller holes or bare spots with a divot mix. Determine if thick cut sod patches will be required for any larger areas.

f. Apply fertilizer, preventative fungicide, herbicide, and other nutrients as required to maintain the field turf at the Facility.

g. Adjust as required the irrigation system based on weather conditions.

During its use of the Facility, per the schedule agreed upon in writing between the Jersey City Recreation Department and NJCU, NJCU agrees to secure and maintain the Facility including the grounds, exterior snack stand, seating areas, trash disposal, parking area, scoreboard, and fencing. As to NJCU, "secure and maintain" means during the period of actual use of the Facility by NJCU per the schedule agreed upon in writing between the Jersey City Recreation Department and NJCU. Additionally, following NJCU use, cleanup and trash removal shall occur approximately between 5 p.m. and 6 p.m. The CITY is responsible for maintenance and cleanup for any CITY related recreational activities at the Facility.

3. NJCU agrees to assume all costs associated with branding the facility “NJCU”, including signage, perimeter fence wrapping, backstop and dugout logos, and business sponsorship signs. The CITY agrees that NJCU shall have such access to the Facility as is necessary to install, secure, operate, and maintain equipment and service to support NJCU’s live stream of its games and NJCU closed circuit security system.

4. The CITY shall be responsible for scheduling the use of the Facility and shall provide priority to NJCU for use of the Facility at such times as determined by mutual agreement of the CITY and NJCU. It is agreed between the CITY and NJCU that priority scheduling for NJCU initially shall be for three years which may be extended by mutual agreement between the CITY and NJCU. The schedule shall include rain dates to accommodate NJCU’s schedule. NJCU shall notify the CITY of the release of rain dates when they are not needed. The CITY may schedule and grant permits, in accordance with CITY policies and procedures for the use of its recreational facilities, for the use of the Facility by other parties for such times as the Facility is not in use or to be used by NJCU. The parties agree that the Jersey City Department of Recreation and NJCU’s Associate Vice President and Director of Athletics may execute and amend the scheduling agreement from time to time, and that such agreements shall be binding upon the parties so long as they are in writing and signed. The schedule for NJCU’s use of the Facility for the first year of this FUA shall be agreed upon in writing between the Jersey City Recreation Department and NJCU and shall be attached to and become a part of this FUA.
5. NJCU shall retain all revenue generated during its use of the Facility. Should there be circumstances where by NJCU identifies and refers third parties to the CITY for use of the Facilities not related to or during NJCU’s allotted use time and such third parties contract with or are otherwise approved by the CITY for use of the Facility not in conflict with NJCU’s scheduled use of the Facility, NJCU and the CITY shall share in the revenue, if any, (50/50 split) that is generated from the referred third party use of the Facility.

6. In consideration for this FUA, NJCU agrees to annually pay the sum of one dollar ($1.00) to the CITY for each year of the initial term and for each year of any extension of the term and the CITY agrees to accept said payment in furtherance of the implementation of this FUA.

7. The CITY agrees to collaborate with NJCU to offer sport specific clinics for CITY residents, and will assume responsibility for the marketing of all co-sponsored events to the community. NJCU agrees to provide facilitators for agreed upon events.

8. The CITY agrees to maintain all Facility associated utilities and to pay for the costs of those utilities inclusive of water, sewage, electric, and natural gas.

9. The CITY agrees to waive all fees for rental or use of the Facility by NJCU and all claims and rights to fees, rents, and other revenues of NJCU under this FUA.

10. Both NJCU and the CITY shall each designate an employee to be the authorized Coordinators of the Facility collaboration and may designate substitute or assistant coordinators or managers as needed. The Parties agree to maintain regularly scheduled communication throughout the duration of the project; to keep each other apprised of anticipated problems or unanticipated emergencies; and to exchange written reports of vendor or customer complaints, security incidents, emergencies and accidents or occurrences which may result in claims for personal injury or property damage. NJCU and the CITY each reserve the right to make direct reports to the police or other appropriate governmental authorities without the need for prior consent from the other organization.

11. Term, Termination and Parties Responsibilities: This FUA is effective on March 1, 2019 and shall remain in full force and effect for three (3) years.

This FUA may be terminated, without cause, by the CITY upon two (2) year written notice (notice period is required due to NCAA requirement to schedule competition calendar two years in advance), which notice shall be delivered in writing via certified mail to the address listed below. The CITY’s notification to NJCU of its decision, in either year two or year three of the FUA, to terminate the FUA with less than two years notice shall not serve to automatically extend the term of the FUA beyond three years. Any extension of the three-year term shall be by mutual written consent of the CITY and NJCU. This FUA may be terminated, without cause, by NJCU upon ninety (90) days’ written notice, which notice shall be delivered in writing via certified mail to the address listed below.
The FUA may also be terminated by the written mutual consent of the Parties at any time. A Party having interest in terminating FUA by written mutual consent shall provide written notice to the other Party via certified mail to the address listed below. The Parties agree that in the instance of termination by the written mutual consent of the Parties that NJCU scheduled use of the Facility and other commitments made by NJCU involving the use of the Facility shall be considered as critical and priority factors that shall be presumptively viewed by the Parties as not subject to interruption or cancellation for purposes of negotiation of a termination by written mutual consent. Subject to this presumption, the Parties agree that discussions involving termination by written mutual consent shall be conducted in good faith and that consent by either Party shall not be unreasonably withheld.

In the event the FUA is terminated by the CITY during the first three (3) years of its operation the CITY, upon the written request of NJCU, agrees to pay NJCU in accordance with the following schedule, as depicted in the chart under this paragraph. If the termination occurs between: March 1, 2019 and February 29, 2020 (Term 1), reimbursement shall be 100% of NJCU’s investment (NJCU estimated initial investment is $301,000.00 per attached Exhibit “B” Construction Cost Estimate – actual investment shall be documented with paid invoices); if the termination occurs between March 1, 2020 and February 28, 2021 (Term 2), reimbursement shall be 2/3 of NJCU’s initial investment plus 100% of NJCU’s investment, as documented with paid invoices, occurring between March 1, 2020 and February 28, 2021 up to the date of termination; if the termination occurs between March 1, 2021 and February 28, 2022 (Term 3), reimbursement shall be 1/3 of NJCU’s initial investment plus 2/3 of NJCU’s Term 2 investment plus 100% of NJCU’s investment, as documented with paid invoices, occurring during Term 3 up to the date of termination. Any additional investment by NJCU in the Facility in the second or third term of the FUA, beyond that set forth in Exhibit “B”, attached hereto, shall not be subject to the reimbursement provisions contained herein unless such additional investment has been approved by mutual written consent of the CITY and NJCU.

<table>
<thead>
<tr>
<th>Term</th>
<th>From Date</th>
<th>To Date</th>
<th>Reimbursement Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3/1/19</td>
<td>2/29/20</td>
<td>100% of amount invested by NJCU</td>
</tr>
<tr>
<td>2</td>
<td>3/1/20</td>
<td>2/28/21</td>
<td>2/3 of NJCU investment during Term 1 Plus 100% of amount invested by NJCU during Term 2</td>
</tr>
<tr>
<td>3</td>
<td>3/1/21</td>
<td>2/28/22</td>
<td>1/3 of NJCU investment during Term 1 PLUS 2/3 of NJCU investment during Term 2 PLUS 100% of amount invested by NJCU during Term 3</td>
</tr>
</tbody>
</table>
12. Notices: All notices under this must be delivered in writing via certified mail (which may include email delivery).

Notices may be delivered as follows:

**As to NJCU:**

Shawn Tucker  
Associate Vice President  
and Director of Athletics  
John Moore Athletic Center  
110 Culver Ave  
Jersey City, NJ 07305

With a copy to:

Alfred E. Ramey, Jr.  
University Counsel  
New Jersey City University  
2039 Kennedy Blvd  
Hepburn Hall, Room 306  
Jersey City, NJ 07305

**As to JERSEY CITY:**

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

13. Nothing in this FUA shall be construed as creating a partnership, employer/employee, principal/agent legal relationship between the Parties. The Parties shall have responsibility for their respective actions and those of their directors, officers, employees, and agents.

14. The CITY shall secure and maintain in force for the term of the FUA, 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. The CITY 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 NJCU. All insurance required herein shall contain a waiver of subrogation in favor of NJCU. All insurance required herein, except Workers' Compensation, shall name New Jersey City University and the State of New Jersey as additional insureds.

Commercial General Liability insurance written on an occurrence form including liability, fire legal liability and contractual liability, covering but not limited to any liability arising from or related to this FUA or its performance by the actions or inactions of its directors, officers, employees, or agents. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of 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, two million dollars ($2,000,000) 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 FUA.

Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. 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 the CITY who will be engaged in the performance of this FUA. The certificate must so indicate that no executive officer 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 the CITY'S liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

15. NJCU is a public institution of higher education of the State of New Jersey. As such, this FUA incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. Seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. NJCU assumes any and all obligations for its employees that are required pursuant to the Workers' Compensation and Disability Laws of the State of New Jersey through self-funding. Claims against NJCU or its officers or employees shall be governed by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq. including the notice of claims provisions therein; and disputes hereunder shall be decided in accordance with the laws of the State of New Jersey in the courts of the State of New Jersey without regard to principles of conflicts of law. Claims against the NJCU or its employees involving tort claims should be referred for handling to the New Jersey Treasury, Division of Risk Management, P.O. Box 620, Trenton, NJ, 08625-0620 with a copy to the NJCU.

16. Neither Party shall discriminate against any customer, vendor, applicant for membership, employment, or any volunteer based on age, race, creed, color, national origin, sex, affectional or sexual orientation, ancestry, marital status, domestic partnership status, familial status, liability for service in the Armed Forces of the United States, atypical hereditary cellular or blood trait of any individual, developmental disability or because genetic information or refusal
to submit to or make available the result of a genetic test or of any handicap. This provision shall include, but not be limited to the following: participation; employment, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CITY agrees to be bound by the provisions of N.J.S.A. 10:2-1 through 1:2-4, dealing with discrimination in employment, and the rules and regulations promulgated pursuant thereunto, as the same may be amended or modified and the NJCU Policy Prohibiting Discrimination and Harassment in the Workplace. All complaints of discrimination, including sex discrimination or harassment, arising from activities undertaken based upon this FUA while subject to the supervision and control of NJCU shall be submitted to the NJCU Office of Equal Opportunity/Affirmative Action or to the NJCU Title IX Coordinator.

17. General Provisions

a. Amendments. Either Party may request changes to this FUA. Any changes, modifications, revisions or amendments to this FUA which are mutually agreed upon by and between the Parties to this FUA shall be incorporated by written instrument, and effective when executed and signed by all Parties to this FUA.

b. Entirety of Agreement. This FUA represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

c. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third Party beneficiary, and this FUA shall not be construed so as to create such status. The rights, duties and obligations contained in this FUA shall operate only between the Parties to this FUA, and shall inure solely to the benefit of the Parties to this FUA. The provisions of this FUA are intended only to assist the Parties in determining and performing their obligations under this FUA. The Parties to this FUA intend and expressly agree that only Parties signatory to this FUA shall have any legal or equitable right to seek to enforce this FUA, to seek any remedy arising out of a Party’s performance or failure to perform any term or condition of this FUA, or to bring an action for the breach of this FUA.
IN WITNESS THEREOF, the Parties to this FUA through their duly authorized representatives have executed this FUA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this FUA as set forth herein. The effective date of this FUA is March 1, 2019.

Witness:
BY: ___________________________
   Robert Byrne
   City Clerk

City of Jersey City
BY: ___________________________
   Brian Platt
   Business Administrator

New Jersey City University
BY: ___________________________
   Aaron Aska, Ed.D.
   Chief Operating Officer
($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, two million dollars ($2,000,000) 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 FUA.

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Witness:
BY: __________________________
   Robert Byrne
   City Clerk

City of Jersey City

BY: __________________________
   Brian Platt
   Business Administrator

Witness:

BY: __________________________

New Jersey City University

BY: __________________________
   Aaron Aska, Ed.D.
   Chief Operating Officer
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Backstop</td>
<td>$34,000.00</td>
</tr>
<tr>
<td>Remove baseball infield and restore grass areas with seed or sod</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Warning track installation</td>
<td>$24,000.00</td>
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<tr>
<td>Softball infield construction</td>
<td>$48,000.00</td>
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<tr>
<td>Creation of Bullpen area (two)</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>Creation of batting cage (two)</td>
<td>$68,000.00</td>
</tr>
<tr>
<td>Sprinkler System Modifications(if required)</td>
<td>$40,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>$301,000.00</strong></td>
</tr>
</tbody>
</table>
COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City’s (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for Pershing Field Pool - Dehumidifier Replacement, Project No. 2018-028 for the Department of Administration/Division of Architecture pursuant to specifications and bids thereof; and

WHEREAS, the City received (2) Bids, the lowest responsible bid being that from Amco Enterprises, Inc., 600 Swenson Drive, Kenilworth, New Jersey 07033, in the total bid amount of One Hundred Seventy Eight Thousand ($178,000.00) Dollars; and

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

WHEREAS, the total encumbrance amount of One Hundred Seventy Eight Thousand ($178,000.00) Dollars is available in Capital Account #04-215-55-943-990; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Amco Enterprises, Inc. be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and be it further

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

(continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMCO ENTERPRISES INC. FOR PERSHING FIELD POOL - DEHUMIDIFIER REPLACEMENT, PROJECT NO. 2018-028 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE.

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Architecture

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>P.O. #</th>
<th>Amount</th>
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<tbody>
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<td>132413</td>
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<tr>
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<td>$35,600.00</td>
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<td>$213,600.00</td>
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Approved by

Peter Folgado, Director of Purchasing, QPA

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td>✓</td>
<td>YUN</td>
<td>✓</td>
<td>✓</td>
<td>RIVERA</td>
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<td>PRINZ-AREY</td>
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<td>✓</td>
<td>SOLOMON</td>
<td>✓</td>
<td>✓</td>
<td>WATTERMAN</td>
<td>✓</td>
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<tr>
<td>BOGGIANO</td>
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<td>✓</td>
<td>ROBINSON</td>
<td>✓</td>
<td>✓</td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td>✓</td>
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</tbody>
</table>

N.V.-Not Voting (Abstain)

✓ Indicates Vote

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

Yanira P. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMCO ENTERPRISES, INC. FOR PERSHING FIELD POOL – DEHUMIDIFIER REPLACEMENT, PROJECT NO. 2018-038 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian F. Weller, L.L.A.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5900</td>
<td><a href="mailto:wellerb@cjnj.org">wellerb@cjnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

There exists a need to replace a dehumidifier unit, which has failed at the Pershing Field Pool Facility. This unit is necessary to create a natatorium environment control to include dehumidification and air heating. Bids were received on January 29, 2019 at the Division of Purchasing. Two (2) bids were received.

AMCO Enterprises, Inc. $178,000.00
Louis Gargiulo Company, Inc. $247,000.00

Various Parks General Parks Account

| 04-215-35-943-990 | $178,000.00 |
| 04-215-35-943-990 | $213,600.00 |

Contract term (include all proposed renewals)

Approximately 90 days after contract award

Type of award Public Bid Award

If “Other Exception”, enter type

Additional Information

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

Signature of Division Director Date

1/20/19
# RESOLUTION CHECKLIST

- **□ GOODS & SERVICES - NON BIDS**
- **☑ BIDS**

**REQ NO. 0186688 & 0186689**

**DEPT/DIV: Admin/Architecture**

**PO # 132413 & 132414**

**SUBJ: Pershing Field Pool - Dehumidifier Replacement**

Project No. 2018-038

## GOODS & SERVICES

<table>
<thead>
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<th>NON BIDS</th>
<th>Amending</th>
<th>Emergency</th>
<th>EUS</th>
<th>GSA</th>
<th>Ordinance</th>
<th>Pay to Play</th>
<th>Prof Service</th>
<th>State Contract</th>
<th>Library</th>
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</thead>
<tbody>
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<td>EEO/AA Compliance</td>
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<tr>
<td>Legislative Fact Sheet/ Determination of Value</td>
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## BIDS

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</tbody>
</table>

**Notes:**

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DATE : January 30, 2019

TO : Peter Folgado, Purchasing Director

FROM : Brian D. Platt, Business Administrator

SUBJECT : Pershing Field Pool – Dehumidifier Replacement
Project No. 2018-038
Re: Contract Award

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

AMCO Enterprises, Inc.
600 Swenson Drive
Kenilworth, New Jersey 07033

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the February 14, 2019 Council Meeting.

The project is funded by Capital General Buildings Account, please encumber as follows:

<table>
<thead>
<tr>
<th>Purchase Requisition #</th>
<th>Account #</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
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<td>04-215-55-943-990</td>
<td>$178,000.00</td>
</tr>
<tr>
<td>R0186689</td>
<td>04-215-55-943-990</td>
<td>$35,600.00 (20% Contingency)</td>
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<td></td>
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<td>$213,600.00</td>
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</tbody>
</table>

If you have any questions, please do not hesitate to call.

Attachments

c: Brian F. Weller, Director, Division of Architecture
   Raquel Tosado, Contractor Manager
   Paola Campbell, Purchasing Assistant
TOTAL BID PRICE:

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

$178,000.00
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
<th><strong>BUSINESS REGISTRATION CERTIFICATE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxpayer Name:</strong></td>
<td>AMCO ENTERPRISES, INC.</td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
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</tr>
<tr>
<td><strong>Address:</strong></td>
<td>600 SWENSON DRIVE</td>
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<tr>
<td></td>
<td>KENILWORTH, NJ 07033-1325</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0115903</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>June 03, 2002</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 30, 2019</td>
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<tr>
<td><strong>For Office Use Only:</strong></td>
<td>20190130115923326</td>
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**VERIFIED**

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0115903 FOR AMCO ENTERPRISES, INC. IS VALID.

VERIFIED
PC

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

1/30/2019
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2016 to 15-AUG-2023.

AMCO ENTERPRISES, INC.
600 SWENSON DRIVE
KENILWORTH NJ 07033

FORD M. SCUDDER
Acting State Treasurer
Certificate Number
603705

Registration Date: 04/05/2018
Expiration Date: 04/04/2020

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:

AMCO Enterprises, Inc.

Responsible Representative(s):
Mukesh Thakker, President

Robert Asaro-Angelo, Acting 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.
EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

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

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative’s Name/Title: Makesh Thakrar
Representative’s Signature:

Name of Company: AMCO Enterprises, Inc. Tel. No: 908-241-4177 Date: 1/29/19

AA-10
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ___________________________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontracts 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 approved 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.

Representative's Name/Title/Print: [Signature]
Name of Company: AMCO Enterprises, Inc.
Tel. No.: 908.241.4177 Date: 1/29/19
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: AMCO Enterprises, Inc.
Address: 600 Swenson Drive, Kenilworth, New Jersey 07033
Telephone No.: 908-241-4177
Contact Name: Mukesh Thakkar

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 woman.
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: AMCO Enterprises, Inc.
Address: 600 Swenson Drive, Kenilworth, New Jersey 07033
Telephone No.: 908-241-4177
Contact Name: Mukesh Thakkar

Please check applicable category:

XX 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

AA-18
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Jersey City Pershing Field Pool Dehumidifier Replacement
Contractor: AMCO Enterprises, Inc. Bid Amt. $ __________

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
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<tbody>
<tr>
<td>Electrical</td>
<td>$14,000</td>
<td>Check appropriate column</td>
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</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Jersey City Pershing Field Pool Dehumidifier # Replacement
Contractor: AMCO Enterprises, Inc.

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

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<td>$14,000</td>
<td>Check appropriate column</td>
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<td></td>
<td>Minority</td>
</tr>
</tbody>
</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx $ Value</th>
<th>Minority or Woman Owned Business</th>
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<td>Branchville, NJ</td>
<td>$4,000</td>
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</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor: AMCO Enterprises, Inc.
By: Signature: [Signature]
Type or print name/title: Mukesh Thakker-President
Telephone No: 908-241-4177 Date: 1/29/19

For City Use:
Acceptable M/W Business Participation levels for this Project: 
By: [Name] Date: [Date]
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx. S Value</th>
<th>To Minority or Woman Owned Business</th>
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<td>Electrical</td>
<td>Electrical Branchville, NJ</td>
<td>$44,000</td>
<td>Minority</td>
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</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor: AMCO Enterprises, Inc.

By: Signature

Type or print name/title: Mukesh Thakkar - President

Telephone No: 908-241-4177 Date: 1/29/19

For City Use:

Acceptable M/W Business Participation levels for this Project:

By: __________________________ Date: __________________________

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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (hereinafter “City”) has established the need to conduct a purchasing disparity study; and

WHEREAS, a disparity study will determine the extent to which the City is meeting its goals if using minority-owned and woman-owned businesses; and

WHEREAS, the City’s Office of Diversity & Inclusion contacted Rutgers, the State University of New Jersey, and negotiated with Rutgers Business School, Department of Public Private Community Partnerships & Supply Chain Management (hereinafter “Rutgers Business School”) to conduct a purchasing disparity study; and

WHEREAS, the City’s Office of Diversity & Inclusion recommends that the contract be awarded to Rutgers Business School which submitted a proposal to conduct a purchasing disparity study in the amount of $181,750; and

WHEREAS, the City’s Office of Diversity & Inclusion and Rutgers Business School intend to complete the purchasing disparity study within one (1) year of the execution of the contract; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, “any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if [...] (2) it is to be made or entered into with the United States of America, the State of New Jersey, county, or municipality, or any board, body, officer, agency, or authority thereof, or any other state or subdivision thereof”; and

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

WHEREAS, funds in the amount of $13,000.00 are currently available in the 2019 fiscal year temporary budget Acct. No. 01-201-20-100-378, PO# 132647;

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<th>Encumbrance</th>
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<td>132647</td>
<td>$181,750.00</td>
<td>$13,000.00</td>
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</table>

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

1. Pursuant to N.J.S.A. 40A:11-5(2), a contract to conduct a purchasing disparity study is awarded to Rutgers Business School;

2. The total contract amount shall not exceed the sum of $181,750;

3. The term of the contract shall expire no later than two (2) years after the City and Rutgers Business School execute the contract;
A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT TO
RUTGERS BUSINESS SCHOOL, DEPARTMENT OF PUBLIC PRIVATE
COMMUNITY PARTNERSHIPS & SUPPLY CHAIN MANAGEMENT,
TO CONDUCT A PURCHASING DISPARITY STUDY

4. Subject to such modification as deemed necessary or appropriate by Corporate Counsel,
the Mayor or Business Administrator is authorized to execute an agreement prepared by
the Purchasing Agent based on the items and conditions of the City’s Work Specifications
document;

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

6. This Agreement shall be subject to the condition that Rutgers Business School provide
satisfactory evidence if compliance with the Affirmative Action Amendments to the Law
Against Discrimination, N.J.S.A. 10-5-31 et seq.;

7. 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 Rutgers Business School (the contractor) shall be made
on a quarterly basis in accordance with the provisions if the Local Fiscal Affairs Law,
N.J.S.A. 40A:5-1 et seq.;

8. Pursuant to N.J.A.C. 5:30-5.5(a), 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 fiscal year permanent budget
and in the subsequent fiscal year budget.

Elizabeth Castillo, Acting
Chief Financial Officer, certify
that funds in the amount of thirteen-thousand dollars ($13,000) are available for the payment
of the above Resolution in Account No. 01-201-20-100-378, # 132647.

JMK - 02/14/2019

APPROVED:         APPROVED AS TO LEGAL FORM
Business Administrator

APPROVED:         Certification Required □
Corporation Counsel
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCIL PERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCIL PERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCIL PERSON</th>
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<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>BOGGIANO</td>
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<tr>
<td>PRINZ-AREY</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET - 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

A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT TO RUTGERS BUSINESS SCHOOL, DEPARTMENT OF PUBLIC PRIVATE COMMUNITY PARTNERSHIPS & SUPPLY CHAIN MANAGEMENT, TO CONDUCT A PURCHASING DISPARITY STUDY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Diversity and Inclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Soraya Hebron</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4284</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:SHebron@jcry.org">SHebron@jcry.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

To award a contract to Rutgers Business School to conduct a purchasing disparity study.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

$181,750.00

Type of award  N.J.S.A. 40A:11-5(2)

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

2/5/19
CITY OF JERSEY CITY
WORK SPECIFICATIONS

PURCHASING DISPARITY STUDY

2019
SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Study
City of Jersey City - Department of Administration/Office of Diversity and Inclusion
13-15 Linden Avenue East
2nd Floor
Jersey City, NJ 07305

1.2 Contact Person
Soraya Hebron
Chief Officer
Office of Diversity and Inclusion
13-15 Linden Avenue East
Jersey City, New Jersey
(201) 547-5166

DiversityAndInclusion@jcnj.org

1.3 Procurement Process
This contract will be negotiated with and awarded to [Rugters] ("Contractor") by
Resolution of the City of Jersey City (sometimes referred to herein as "City") without
public advertising pursuant to the provision of the Local Public Contracts Law
(N.J.S.A 40A:11-5(2) et seq) which is considered an "fair and open" process under the
"New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.
The governing body will approve a resolution awarding a contract to the Contractor for
a sum not to exceed a specified amount.

1.4 Contract Form
It is agreed and understood that Contractor shall be bound by the requirements and
terms contained in this Work Specifications letter with regard to services performed,
payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor
shall be considered a release in full of all claims against the City arising out of, or by
treason of, the work done and materials furnished under this Contract.

1.5 **Definitions**
The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"Work Specifications" - refers to this document, including any amendments thereof or
supplements thereto.

"Contracts" or "Procurement contracts" - refers to contracts awarded and/or purchase
orders issued by the City for construction services, professional services (as defined by
N.J.S.A 40A:11-5 et seq.

"LGBTBE" – refers to LGBT-owned business enterprises

"MBE" - refers to minority-owned business enterprises

"SBE" – refers to small business enterprises

"VBE" – refers to veteran-owned business enterprises

"WBE" - refers to women-owned business enterprises

"LBE" - refers to locally-owned (i.e., Jersey City) business enterprises

"Impacted Business Enterprises” – refers, collectively, to LGBTBE, MBE, SBE, VBE,
WBE and LBE

“Unbundling” - refers to the practice of making small purchases in a manner that will
advance the goals of programs for Impacted Business Enterprises

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose
The City of Jersey City seeks your services in preparing a Disparity Study, as more fully set forth herein.

2.2 Procurement Method
This contract will be awarded consistent with the procedures and statutory guidance set forth in Section 1.3 of this Work Specifications letter.

2.3 Rights of the City
The City reserves, holds and may exercise, at its sole discretion, the right to terminate or suspend the services contemplated in connection with this Contract.
SECTION 3: WRITTEN PROPOSAL FORMAT
Prior to commencing work hereunder, the City requests a proposal addressing all information in this Work Specifications letter.

3.1 Mandatory content
Your proposal must contain the fifteen (15) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Workplan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

3.2 Title Page
The Proposal should include a title page, which identifies the project, the names of the principals, contact information and physical and mailing addresses of your organization.

3.3 Table of Contents
The Proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

3.4 Executive Summary
This section should include a summary of the key points and highlights of your Proposal as well as pricing information.

3.5 Background
In this section of the proposal, you should summarize your understanding of the business drivers behind the City’s strategy.

3.6 Scope
In this section of the proposal, you should state what you believe to be the scope of the intended strategy within the City of Jersey City.

3.7 Objectives
In this section of the Proposal, you should state what you believe to be primary objectives for each element of the plan. You may choose to offer suggestions to the City of Jersey City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

3.8 Project Approach
A general discussion of your approach should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan. Additionally, you should highlight any risks deemed to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

3.9 Project Organization
You should detail in this section the organizational structure you believe necessary to accomplish each phase of the project within the desired timeframe and budget. Each
phase's organization should consider both your and the City of Jersey City's resources. Support of, and utilization of Impacted Businesses, consistent with the City of Jersey City policies, shall be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource, based on the priorities defined for in the Business Requirements, should be clearly stated.

3.10 Project Work Plan
In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City of Jersey City should execute to achieve success. In addition to the tasks, you should identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project.

3.11 Key Dates & Deliverables
This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the City of Jersey City should expect to see and/or receive on the associated date should be described and/or presented as examples. The City expects a final deliverable within 12 months of the start of the project. At the discretion of the Business Administrator, and with his written approval only, you may be granted a three (3) month extension.

3.12 Jersey City Responsibilities
In this section, you should clearly describe any assumptions relating to the responsibilities and/or commitments you expect of the City of Jersey City throughout the life of this project.

3.13 Staffing
A discussion of the project team that will be utilized should be contained in this section. The City of Jersey City requests that as part of the discussion here, you state exactly the
role each team member will assume on each phase and detail the qualifications for the role that the team member possesses.

3.14 Assumptions
In this section, you should state any assumptions being made relating to any part of the proposal or project strategy.

3.15 Timing and Fees
In this section, please describe the timing and associated fees you are proposing for the implementation. Please include all expenses associated with delivery, in addition to professional fees.

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided.

3.16 Appendices/Other
This section should include at minimum: Consultant qualifications, references and resumes. If you feel that other materials are necessary (such as promotional literature, white papers, etc) you should provide them.

Finally, any out-of-scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.
SECTION 4: PROJECT OBJECTIVES
The Mayor and the Administration of the City of Jersey City seek to address a number of goals related to the participation Impacted Business Enterprises in the City's procurement of goods and services.

4.1 Overall goals
$ Ascertaining the level of participation by Impacted Business Enterprises in obtaining City contracts for goods and services
$ Reaffirming existing utilization goals of Impacted Business Enterprises
$ Improving, where needed, the City's purchasing processes to encourage participation by Impacted Business Enterprises
$ Addressing the impact of discrimination on the City's procurement process

4.2 City policy
Appendix A contains the section of the Jersey City Municipal Code describing the Office of Equal Opportunity which is responsible for the City's affirmative action program and contract monitoring with respect to participation by minority-owned and woman-owned business enterprises:

The City of Jersey City shall make a good-faith effort to reach a goal of awarding twenty percent (20%) of the dollar amount of total procurement to minority-owned business enterprises and five percent (5%) of the dollar amount of total procurement to woman-owned business enterprises. Verified amounts paid to minority- and woman-owned subcontractors shall be included in computing the dollar amount of total procurement by the City awarded to minority- and woman-owned businesses.

Also of particular importance is the "Additional statement of policy":

[1] Minority- and women-owned businesses have received only a minute share of contracts for goods and services awarded by the City of Jersey City.

[2] A review of past and recent contracts awarded by the City discloses a disparity between the
number of minority- and women-owned businesses operating in the community and in the larger geographical area where vendors/contractors who do business with the City are located, and the number of minority- and women-owned businesses receiving public contracts.

[3] In addition to other impediments, difficulties in financing and bonding have kept minority- and women-owned businesses from participating in public contracting in Jersey City.

[4] This lack of participation in public contracting by minority- and women-owned businesses has deprived minorities of employment opportunities.

[5] The City of Jersey City is committed to a policy of equal opportunity for minorities and women and has, therefore, adopted the ordinance codified in this section to address the imbalance between the number of minority- and women-owned businesses in the community and their participation in government contracting and to remedy the history of discrimination against minorities and women in this area.

[6] The minority and women-owned contracting goals established by this section attempt to overcome the effects of discrimination against minority and women-owned business in public contracting opportunities.

4.3 First source ordinance

In March 1996, the City Council approved Ordinance 96-022 creating a First Source and Affirmative Action Employment and Local Business Contracting Program. A copy of this ordinance is contained in Appendix B.

Briefly, the ordinance required businesses which received economic incentives (e.g., tax abatements) from the City to make a good faith effort to hire 51% City residents.

In October 1996, the Hudson County Building and Construction Trades Council (a Trades Council) sought declaratory judgment in US District Court that the ordinance was unconstitutional.

Although the motion for summary judgment was denied, the Court did indicate that
A Jersey City has demonstrated its problems with unemployment and poverty, but it has not shown that out-of-state workers are a source of unemployment and poverty within its borders. It is unlikely that Jersey City can make such a showing. Summary judgment is not appropriate at this juncture, because issues of justification remain.

The full text of this opinion can be found on Westlaw in 960 F.Supp. 823, 154 L.R.R.M. (BNA) 3053 (Cite as: 960 F.Supp. 823) and is contained in Appendix C.

4.4 Jersey City demographics
Appendix D contains selected demographic data highlighting the diversity of Jersey City's population.
SECTION 5: SCOPE OF SERVICES
This project will undertake a broad range of services, including but not limited to:

$ Conduct a detailed legal review of relevant court cases ruling on the relevance and legality of set-aside programs, whether race-conscious or race-neutral, with emphasis on program and methodological requirements.

$ Review the procurement, contracting, and employment policies, procedures, and programs utilized by the City especially as these pertain to Impacted Business Enterprises.

$ Conduct market area analyses of the City’s procurement and contracting for goods and services (including professional services and construction services).

$ Conduct utilization analyses of Impacted Business Enterprises and non-Impacted Business Enterprises in the City’s procurement of goods and services (including professional services and construction services).

$ Determine the availability of qualified Impacted Business Enterprises to do work with the City.

$ Analyze vendor utilization by availability data to assess disparity, if any, in procurement by the City.

$ Identifying narrowly tailored race- and gender-based and race- and gender-neutral remedies to address racial, ethnic, or gender disparities in firm utilization by City to ensure equitable contracting.

$ Determine whether, on a market area and regional basis, there is a disparity in Jersey City and/or Hudson County between the number of qualified Impacted Business Enterprises willing and able to provide construction services, other professional services, and/or goods/commodities and the number of such firms actually awarded contracts by the City and calculate the disparity ratios by industry, race, ethnicity, and gender group.
Determine what, if any, barriers may be adversely affecting the participation of Impacted Business Enterprises engaged in the award of City contracts for construction services, other professional services, and/or goods/commodities.

Determine the extent to which any identified disparities in the utilization of available Impacted Business Enterprises is attributable to discrimination; in doing so, the Consultant will evaluate the extent to which barriers unrelated to race or gender may be adversely affecting contract participation by minority- or women-owned businesses.

Determine whether the City has actively or passively participated in a system of racial or gender exclusion, or whether the City would become active or passive participants if they eliminated their goals (including assessing whether present/continuing discrimination is occurring).

Analyze whether the City has fully utilized its opportunities to provide race- and gender-neutral measures and if not, whether additional race- and gender-neutral measures will sufficiently remove any identified barriers to the participation of qualified Impacted Business Enterprises in the award of procurement contracts.

Recommend whether race- and gender-based remedies are warranted and, if so, the type and extent of remedy needed by market area and region of the state, for each separate racial or gender group, which by virtue of its gender, race or ethnicity, has been subjected to discrimination in its ability to obtain procurement contracts. To the extent the consultant determines that neutral remedies alone will be insufficient to remedy fully the effects of identified discrimination, the consultant shall propose race and gender conscious remedies that are narrowly tailored to address the effects of the discrimination.

Analyze/present any other factors which should be identified and assessed to create a comprehensive and legally supportable disparity study.

Utilize specific methods including, but not limited to:
- Data collection
- Statistical analysis
- Collection/analysis of anecdotal data

$ Produce a legally supportable and defensible disparity study report

$ Be available to testify and otherwise assist the City in any litigation that may arise as a result of programs adopted based on the disparity study. The consultant will provide such assistance on a time and materials basis at rates that do not exceed the rates set forth in the Proposal and approved by the City

$ Be available to meet with City representatives and project team members

$ Provide post-study services related to the interpretation and/or defense of study findings

$ Conduct a detailed analysis of unbundling methods used to make contracting, procurement, construction, and commercial opportunities available to qualified Impacted Business Enterprises in order to advance the City’s goals of increasing vendor diversity and reducing purchasing disparity

$ Determine the extent to which firms doing business with the City have practiced unbundling, and the extent to which IMPACTED BUSINESS ENTERPRISES have benefitted from the practice

$ Determine the availability of IMPACTED BUSINESS ENTERPRISES with the capacity to undertake contracts and/or subcontracts having a dollar value of up to $1 Million

$ Assess and recommend contract industry categories
SECTION 6: GENERAL TERMS AND CONDITIONS
The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

6.1 City=s right to reject
The City reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the Proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

6.2 Original/Authorized signatures
Each proposal and all required forms must be signed in ink by a person authorized to do so and/or notarized as indicated.

6.3 Delivery of proposals
Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.

6.4 Equal Employment Opportunity/Affirmative Action requirements
Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C 17:27-4.

The Consultant=s attention is also called to Section 9 of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

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: abuanI@jcnj.org

6.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.
For more information on obtaining a BRC, see Section 9.

6.6 Clarification of RFP
Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

6.7 Indemnification
The Respondent, if awarded the contract, 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 indemnity 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.

6.8 Insurance requirements
The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- $ Comprehensive General Liability in the amount of $2,000,000
- $ Workers Compensation in the statutory amount of $100,000
- $ Automobile Liability in the amount of $1,000,000
- $ Professional Liability in the amount of $1,000,000

6.9 Termination
Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 60 days written notice to the other party. Regardless, the City reserves the right to cancel the contract by providing 60 days written notice to the consultant.
Purchasing Disparity Study Proposal Response and Project Plan for Jersey City, New Jersey
Response to RFP CITY OF JERSEY CITY WORK SPECIFICATIONS PURCHASING DISPARITY STUDY (November 2018)

Purchasing Disparity Study

Prepared for
Soraya Hebron
Chief Officer
Office of Diversity and Inclusion
13-15 Linden Avenue East
Jersey City, New Jersey
(201) 547-5166

Prepared by
Kevin Lyons, Ph.D.
Associate Professor, Supply Chain
Archeology
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Rutgers Business School
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Rutgers Business School - New Brunswick
Levin Building; Room 263
94 Rockafeller Rd.
Piscataway, NJ 08854
December 6, 2018

Soraya Hebron  
Chief Officer  
Office of Diversity and Inclusion  
13-15 Linden Avenue East  
Jersey City, New Jersey 07305

Re: RFP CITY OF JERSEY CITY WORK SPECIFICATIONS PURCHASING DISPARITY STUDY  
(November 2018)

Dear Ms. Hebron:

Rutgers, The State University of New Jersey, Rutgers Business School, Supply Chain Management Department, and the Public Private Community Partnerships (RBS-PPCPP) is pleased to submit this proposal to conduct a comprehensive disparity study for the City of Jersey City (the City). The Rutgers Business School’s PPCP program was established to demonstrate the potential of enhancing opportunities of communities for sustainable strategic on-off campus partnerships for local income enhancement, sustainable livelihoods and participatory development across all sectors and topics. Dr. Lyons has worked in and conducted purchasing disparity research for over 30 years and will bring that level of expertise and experience to this project.

RBS-PPCP carefully selected its project team to provide unparalleled expertise in purchasing disparity studies; across all SBA diverse supplier categories, including minority-and woman-owned, veteran, and LGBT-owned business programs; community engagement, social and economic impacts as well as integrating and quantifying social determinants of health using buy local strategies; and relevant case law and regulations. Our project team has a strong presence in the Metro NJ/NY region and is deeply rooted in the local business community. We have addressed all of the requirements stated in the City’s Request for Proposals (RFP). We have submitted one original copy of our proposal as well as five additional copies and one electronic copy. We have also included cost proposals under separate cover.

As the Director of RBS-PPCP and Project PI, I am authorized to commit our Department to the obligations contained in our response to the City’s RFP. By signing and submitting this response, I indicate the intention of RBS-PPCP to adhere to the provisions described in the RFP and a commitment to enter into a mutually binding contract with the City. We look forward to the possibility of partnering with the City to complete this very important study. Please contact me directly with any comments or questions (973-353-3347, klyons@business.rutgers.edu)

Sincerely,

Kevin Lyons, Ph.D.  
Director, RBS-PPCP  
Associate Professor PP, Supply Chain Management
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Note: Assumptions and Risks are integrated into the Project Workplan and Key Dates and Deliverables
A – Executive Summary

The Rutgers Business School Public Private Community Partnerships (RBS-PPCPP) intends to conduct a comprehensive disparity study for the City of Jersey City. RBS-PPCP is assessing disparities between the participation and availability of minority, woman, veteran, LGBT-owned businesses across all commodity and professional services categories that are part of the purchasing and acquisition process for the City. It is our goal that the City will use information from the study (the final report) to refine ordinances, regulations, policies and purchasing processes to aggressively cultivate, build the capacity, competitively bid, and award contracts with minority, woman, veteran, LGBT-owned businesses. As appropriate, we will use information from the previous City of Jersey City disparity study to gain knowledge and augment information that we collect as part of the 2019 Jersey City study, which will result in substantial insight and time savings with no effects on the integrity of the research. Using key criteria of the previous study and our own research, the new 2019 study we will conduct will include:

- Legal framework and analysis;
- Utilization analysis;
- Availability analysis;
- Quantitative analysis of marketplace conditions; and
- Qualitative analysis of anecdotal information.

B - Background

A Disparity Study determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to minority, and women-owned, and disadvantaged business enterprises (MWDBEs). In 2006 the City of Jersey City commissioned a disparity study to determine if there is disparity between the availability of firms and the utilization of those firms in its market area. RBS-PPCP believes the study is necessitated in part by the 1989 U.S. Supreme Court’s decision in the case of City of Richmond v. J.A. Croson. The court decision imposed legal requirements on jurisdictions to establish a “compelling interest” to support the establishment of a minority and women business program. The results of this study will determine and support the compelling interest for the continuation of the City’s supplier diversity program.
C - Scope

The 2019 the City of Jersey City Disparity Study will include a comprehensive analysis of:

- The percentage of total relevant construction, professional services, goods, and other services contract dollars that minority-, woman-, disabled-, veteran-, and LGBT-owned businesses received on prime contracts and subcontracts between July 1, 20__ and June 30, 20__ (referred to as utilization);
- The percentage of dollars that those businesses would be expected to receive based on their availability to perform work on such prime contracts and subcontracts (referred to as availability);
- Any differences between the participation of minority-, woman-, disabled-, veteran-, and LGBT-owned businesses in relevant contracts and the availability of those businesses to perform that work (referred to as disparities);
- Legal considerations surrounding implementations of the City of Jersey City's Supplier Diversity program;
- Marketplace conditions for disadvantaged businesses;
- Contracting practices and assistance programs that the City of Jersey City currently has in place; and
- Potential program measures that the City of Jersey City could consider implementing as part of its implementation of the City's Supplier Diversity Program.

The RBS-PPCP will establish that disparity be calculated in the form of an index. The disparity index is a ratio of the percentage of utilization and the percentage of availability of M/WBE firms. If the disparity index is 100, the utilization of M/WBE is leveled with the availability of M/WBEs in the market area. If the index is less than 80, it indicates that M/WBEs are significantly underutilized by an entity based on availability. Indices between 80 and 100 - which is close to full participation indicates underutilization though not significant. The participation of stakeholders and business owners is crucial to the Disparity Study's success. RBS-PPCP will conduct stakeholder meetings, business owner interviews, sending surveys and holding focus groups throughout the course of the Study to gather information; local business owners and stakeholders are encouraged to attend.

The Disparity Study shall fulfill the elements that are necessary to maintain consistency with the law articulated by controlling courts; namely, if the analysis shows evidence of discriminatory practices, that there is correspondingly a strong evidentiary basis for implementing any racial or gender-conscious aspects that are narrowly tailored to serve compelling governmental interests. We request that the City's legal counsel closely consult with RBS-PPCP to discuss the legal requisites of each entity to ensure RBS-PPCP understands the controlling law, and the Disparity Study services meet the applicable legal standard. To that end, RBS-PPCP shall utilize the methodologies outlined (below) and in the Model Disparity Study found in NCHRP Report 644, Guidelines for Conducting a Disparity and Availability Study for the Federal DBE Program, to the extent that the guidelines do not conflict with this RFP.
D - Objectives

One of the primary purposes of this 2019 disparity study is to examine whether there are disparities between two factors:

- The percentage of total procurement and contracting dollars that minority- and woman-owned, veteran, and LGBT businesses received from Jersey City between July 1, 20__, and June 30, 20__ (referred to as a utilization analysis); and

- The percentage of dollars that minority- and woman-owned, veteran, and LGBT businesses would be expected to receive based on their availability to obtain and perform contracted work with the City (referred to as an availability analysis).

In addition, RBS-PPCP will examine other qualitative and quantitative information related to several other factors:

- Marketplace conditions for minority- and woman-owned, veteran, and LGBT businesses;
- Contracting practices and assistance programs that Jersey City currently has in place;
- Legal considerations surrounding Jersey City’s implementation of their supplier diversity program (utilizing the disparity study recommendations/guidelines);
- Assisting Jersey City set its overall DBE participation goal; and
- Potential program measures for Jersey City to consider implementing as part of the DBE program.

Information collected through the study will help Jersey City plan and implement its programs for minority- and woman-owned, veteran, and LGBT business participation. The study will provide:

- An independent, objective review of minority- and woman-owned, veteran, and LGBT business participation in Jersey City’s procurement and contracting process and contracts. This information will be valuable to Jersey City’s leadership and to external groups that may be monitoring the City’s contracting practices;

Information that is useful for setting Jersey City’s overall DBE goals;

Information that is useful for fine-tuning implementations of all the goals and projects under the City’s Supplier Diversity Program; and

Insights about how Jersey City might improve contracting opportunities for local businesses, many of which are minority- and woman-owned, veteran, and LGBT-owned businesses.

E - Project Approach

RBS-PPCP’s approach to conducting disparity research and studies will provide substantial value to
the City of Jersey City (the City) as it gathers information to refine its implementation of the Minority and Women Business Enterprise (MWBE), Veteran and LGBT Programs and address any barriers that minority, woman, veteran and LGBT-owned businesses face with respect to City contracting. Our procurement and legal expertise; our custom census approach to measuring availability; our experience working in New Jersey; and our expertise participating in disparity studies for cities and other organizations across the country make us uniquely qualified to conduct the 2019 City of Jersey City Disparity Study.

The methodology that we will use for the City’s disparity study and recommendations that we make will be consistent with current legal guidance as well as federal, state, and local regulations that are relevant to the City’s use of race- and gender-conscious program measures. We believe that the City can be confident that RBS-PPCP will deliver a disparity study that provides sound, accurate information that will allow implementation of the MWBE Program in accordance with Jersey City and State policies and regulations.

Field Research and Custom census availability analysis. RBS-PPCP field research and uses a custom census approach to measuring availability. In addition to field research (door-to-door data collection), and as part of the availability analysis, we will attempt to contact all potentially available businesses—not just a sample of them—within relevant subindustries and within Jersey City to assess whether they are potentially available for City contracts. Both approaches are the only ways to ensure that the resulting availability estimates are as accurate as possible. In addition, RBS-PPCP accounts for the relative capacity of businesses when measuring availability. Our methodology for accounting for capacity goes further than that of any other disparity study researcher. Other firms’ approaches often fail because they do not dedicate the resources or the research expertise necessary to conduct a proper availability analysis. The Ninth Circuit of Appeals in the AGC, San Diego vs. Caltrans case found availability approach to be much more comprehensive than analyses that have previously failed. Our approach to measuring availability was also strongly approved by USDOT and USDOJ, who specifically cited the fact that availability analysis “[took] into account factors that may affect the relative capacity of DBEs to undertake contracting work” in stating their approval.

New Jersey experience. RBS-PPCP has extensive experience working in New Jersey both in the public sector and the private sector. Most notably, we are currently conducting a comprehensive disparity study for the City of Newark as part of the Newark 2020, Buy Local program that Dr. Lyons is currently managing … this is a program to help the City of Newark refine their implementation of the Newark Business Inclusion (CBI) Program and the Minority, Women, and Small Business Enterprises (MWSBE) Program as part of the Buy Local strategy. Much of the information that RBS-PPCP is collecting as part of the City of Newark’s 2020 project is applicable to the City of Jersey City’s study. We will be able to use applicable information from the Newark study as part of the Jersey City study, which will result in both cost and time savings. In addition, our research team and subconsultants for the City of Jersey City disparity study (Rutgers, Jersey City University and Jersey City Community College)—are all located in close proximity to Jersey, New Jersey. RBS-PPCP’s proposed project team will provide substantial value to the City by providing program recommendations that are consistent with state regulations as well as the local business climate.

City expertise. Dr. Lyons has extensive experience participating in disparity studies for different organizations across the country (and in the UK) and helping them implement minority, woman, veteran,
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LGBT-owned business programs. As part of that experience, RBS-PPCP has conducted and participated in disparity research and studies for numerous cities including the City of Newark (in progress), the State of New Jersey, Essex County, NJ (both as a participant only), National Diversity organizations (NY/NJ, Houston, TX) and as the Chief Procurement Officer and Executive Director of Procurement at Rutgers, The State University of New Jersey. As a result of that experience, and our extensive interaction with the NJ State Department of Community Affairs (oversight of public procurement policies and procedures), we have a comprehensive understanding of how cities award contracts; how their contracting differs from that of other types of organizations; and the measures that cities use to encourage the participation of minority, woman, veteran, LGBT-owned businesses. Moreover, we understand the efforts that cities must make to ensure that their implementations of minority, woman, veteran, LGBT-owned businesses programs can meet the strict scrutiny standard of constitutional review (including the narrow tailoring requirement).

F – Project Organization

Project Team

The RBS-PPCP project team for the City’s disparity study includes RBS-PPCP (and additional Rutgers researchers and experts) and two subconsultants (Rutgers Subcontracts), all of whom possess expertise directly relevant to conducting the study in a manner that meets the highest industry and legal standards. We have been identifying and recruiting our project team for several months (since our initial meeting in January 2018) in anticipation of the City releasing its Request for Proposals for the disparity study. In addition to the Rutgers team members, we carefully selected each subconsultant on the team so that the Project Team can collectively meet the following objectives:

- To utilize all aspects of our collective expertise in conducting quantitative and qualitative disparity research and studies, our historical procurement and contract work with minority, woman, veteran, LGBT-owned business programs, our public private community engagement project work, to deliver a project that is in compliance with relevant case law and regulations;
- To understand that the project team must include a strong, local presence with meaningful participation from minority, woman, veteran, LGBT-owned businesses that are familiar with contracting work and potential barriers that businesses face in the Jersey City region; and
- Project team must have the capacity to dedicate themselves to conducting the 2019 City of Jersey City Disparity Study successfully, efficiently, and in a manner that meets the highest research and legal standards.

RBS-PPCP reached out to our disparity study partners as well as local contacts to assemble a team that meets all the above objectives. We selected our final project team after hours of planning and vetting to ensure that we can deliver a disparity study that helps the City implement program measures effectively and in a legally-defensible manner. Figure 1 presents an organizational chart of the RBS-PPCP project team including the primary responsibilities on the disparity study.
Rutgers Business School (RBS)-Public Private Community Partnerships (PPCP). RBS-PPCP will serve as prime consultant for the 2019 City of Jersey City Disparity Study and will be responsible for ensuring that all study tasks are completed on time and accurately. RBS-PPCP's resources possess expertise in data management and analysis; qualitative data collection; and reporting and presentations. Key personnel assigned to the 2019 City of Jersey City Disparity Study will be confirmed prior to the commencement of the project but we have identified their roles and efforts in the budget. As needed, RBS-PPCP will also rely on additional staff members to complete disparity study tasks (if needed). Dr. Kevin Lyons, RBS-PPCP Director, and Ms. Magda Comeau, RBS-PPCP, Senior Program Coordinator—who will serve as RBS-PPCP’s Project Manager and Assistant Project Manager, respectively—have each been with Rutgers for more than 30 years (K. Lyons) and 15 years (M. Comeau).
Subconsultant. One subconsultant (defined as a Rutgers Sub-Contract)—Jersey City University—have worked with Rutgers University on numerous research projects over the past 20+ years. We provide brief descriptions of each subconsultant below. We also provide brief descriptions about subconsultant’s qualifications for the disparity study.

Figure 2
Project Team Staffing Structure

Key Personnel Qualifications
RBS-PPCP will provide the names and bios for key personnel prior to the commencement of the contract.
G – Project Workplan

RBS-PPCP proposes to conduct a comprehensive disparity study to provide the City of Jersey City (the City) with information that will help it refine its implementation of the minority, woman, veteran, LGBT-owned businesses supplier diversity program. The disparity study will help the City implement the program in a manner that reflects current marketplace conditions and is consistent with relevant legal standards. As part of the study, RBS-PPCP will provide information about:

- The participation of minority, woman, veteran, LGBT-owned businesses in City contracts and procurements;
- The availability of minority, woman, veteran, LGBT-owned businesses in Jersey City that are ready, willing, and able to perform on City contracts;
- Any disparities that exist between the participation and availability of minority, woman, veteran, LGBT-owned businesses for City contracts;
- Any barriers that may be adversely affecting the participation of minority- and woman-owned businesses in City contracts;
- Any race- or gender-based discrimination that exists in the local marketplace that impacts the participation of minority- or woman-owned businesses in City contracts;
- Recommendations regarding programmatic remedies to address any barriers that minority, woman, veteran, LGBT-owned businesses face with respect to City contracting; and
- Revisions necessary to address relevant legal requirements and case law.

The disparity study will help the City implement the MWBE Program in a manner that is legally defensible under current legal standards including the strict scrutiny standard of constitutional review. Under the strict scrutiny standard, a government organization must have a compelling governmental interest in remedying past identified discrimination. A government organization must further show that any program that it adopts is narrowly tailored to achieve the goal of remedying the identified discrimination. The disparity study will include information that the City can use to address the strict scrutiny standard in addition to other federal, state, and city law.

The crux of the disparity study will be to examine potential disparities between the participation of minority, woman, veteran, LGBT-owned businesses in City contracts and their availability for that work. The study will focus on construction; professional services (architecture and engineering); and goods and services contracts and procurements that the City awarded during a ___-year study period (July 1, 20___ through June 30, 20__). To obtain the above information and complete the disparity study in a legally-defensible manner, RBS-PPCP proposes 12 major project tasks. RBS-PPCP’s proposed project plan addresses all requirements presented in the Request for Proposal (RFP). Our methodology will be conducted in accordance with projects approved by the United States District Court of the Eastern District of California, the Ninth Circuit Court of Appeals, the United States Department of Transportation (USDOT), the United...
H – Key Dates and Deliverables (Tasks)

We provided detailed information about each of the 12 major project tasks below (includes Assumptions and Risks).

Task 1 – Project management. Effective communication and responsive project management will be essential to completing the disparity study successfully and efficiently. RBS-PPCP proposes close collaboration with the City throughout the study through regular project meetings and monthly status updates. Task 1 lays the foundation for effective communication between the project team and the City.

Project meetings. RBS-PPCP will participate in numerous in-person and telephone meetings during the course of the disparity study. RBS-PPCP will work with the City to schedule and coordinate all project meetings and maintain a centralized web-based shared documentation site.

Project initiation meeting. Based on direction from the City, the project team will coordinate and participate in an in-person project initiation meeting to begin the study. Key RBS-PPCP project team members will meet with City management, council, City project committee and staff to:

- Establish effective and responsive channels of communication;
- Refine our work plan and study schedule (as necessary);
- Discuss research questions;
- Discuss data requests; and
- Address other study topics.

Regular project meetings. Key RBS-PPCP project team members will participate in at least two additional project meetings per month with the City via conference call. RBS-PPCP also recommends holding additional in-person project meetings at key junctures of the disparity study including when we submit draft and final disparity study reports.

Monthly progress reports. RBS-PPCP will prepare and deliver monthly progress reports describing the progress that the project team made toward completing the study in the previous month. The reports will identify any challenges that the project team encountered that will affect the project schedule or the successful completion of subsequent project tasks as well as how the project team resolved those challenges.

2Brief for the United States as Amicus Curiae Supporting Appellees (California DOT) (filed 2/9/12), at pages 15, 23, 24, 25, 26, 27, 28, in the appeal of Associated General Contractors of America, San Diego Chapter, Inc. v. California DOT, Appeal No. 11-16228, United States Court of Appeals for the Ninth Circuit.
RBS-PPCP will deliver monthly progress reports and invoices by the 10th business day of each month.

**Responsible staff.** Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, will be responsible for coordinating and facilitating all project meetings. They will also be responsible for delivering monthly progress reports to the City. As needed, subconsultants will be responsible for participating in project meetings during various junctures of the study. For example, the Rutgers Law School, and Rutgers SPAA, will participate in project meetings related to the legal analysis and framework.

**Task 2 – Community engagement (if requested by the City).** RBS-PPCP proposes an extensive community engagement plan as part of the disparity study. Our community engagement plan for the City will build on relationships that we have developed with Jersey City. The project team’s community engagement plan will be carefully designed to meet the following key objectives:

- **Inform** the City (and its Study Committee) and local community about study progress and key study activities;
- **Engage** the City (and its Study Committee) and local community with the disparity study in meaningful ways;
- Engender **support** from the Study Committee and the local community for the study and the project team’s approach; and
- **Listen** to insights and anecdotes that the local business community shares about doing business in Jersey City.

The community engagement plan will consist of two types of outreach efforts: informational efforts and engagement efforts.

**Informational efforts.** The community engagement plan will consist of several efforts that are designed to provide information about the study and to ensure that business owners, key stakeholders, and other members of the public are aware of opportunities to participate in the study as appropriate.

**Web page and e-mail address.** Throughout the course of the study, the project team will work with the City to post disparity study status updates and progress information on a separate page of the City’s website (TBD). The project team will be responsible for developing content for the status updates, and the City will be responsible for posting that information. The web page will provide information about disparity study methodology, study progress, and the project schedule including key upcoming meetings and events. The project team will provide content for status updates at key junctures during the course of the study including project initiation and prior to conducting utilization and availability telephone surveys.

In addition, RBS-PPCP will establish an e-mail address dedicated to the disparity study. The local business community will be able to contact the project team directly using the e-mail address to ask questions or to submit comments related to the study. Any comments that the community submits will be integrated, as appropriate, into the project team’s qualitative analysis of anecdotal information. RBS-PPCP will be responsible for managing the e-mail address and checking it regularly for community input.

**Public notices and media ads.** The project team will work with the City to draft public notices regarding key
disparity study tasks, particularly to encourage the participation of local business owners and other key stakeholders in certain tasks (e.g., availability survey process, utilization survey process, and public meetings). RBS-PPCP will submit all public notices to the City for review, and upon receiving approval, will finalize them and rely on the City to disseminate the notices via e-blasts, newspaper ads, trade publications, local organizations, and the web.

Engagement efforts. RBS-PPCP's community engagement plan will also consist of several efforts that are designed to provide the community with opportunities to actively engage with the project team and contribute to disparity study results and recommendations.

City Council and public meetings. Near the beginning of the study, RBS-PPCP will facilitate two public meetings in Jersey City in conjunction with existing City Council meetings (TBD). RBS-PPCP will work with the City to determine which City Council meetings or other meeting times and locations will be most appropriate. During the meetings, RBS-PPCP will provide information about the project team, the purpose of the study, the project approach, and how the community can participate directly in the study. We will also answer any questions that meeting participants have about the study. In addition, at the end of each meeting, the project team will give attendees an opportunity to share their perceptions and experiences about doing business in the local marketplace and working with the City. Meeting participants will have the opportunity to share their experiences by providing either verbal or written testimony directly to the project team. Testimony from the meetings will be integrated, as appropriate, into the project team's qualitative analysis of anecdotal information. RBS-PPCP will work with the City to secure meeting locations, advertise the public meetings, and coordinate transcription services for the meetings.

In-depth interviews. RBS-PPCP will conduct one-on-one, in-person, in-depth interviews to collect nuanced information about business' experiences doing work in the local marketplace and working with the City. Information from those interviews will help the project team identify any potential barriers related to working with the City and will inform the project team’s recommendations for improving contracting processes and program measures. The project team will conduct 20 in-depth interviews with business owners throughout Jersey City to discuss their experiences working in the local marketplace; trying to obtain work with government agencies like the City; and starting and growing their businesses. The project team will interview a mix of businesses that have participated in City contracting in the past and businesses potentially available for City contracts that may not have been successful in obtaining that work. The project team will conduct interviews with minority, woman, veteran, LGBT-owned businesses as well as with businesses owned by non-Hispanic white men.

Utilization and availability surveys. RBS-PPCP will conduct telephone surveys with local businesses that are potentially available for City work or that participated on City contracts during the study period. As part of those surveys, the project team will collect information about each business’ characteristics, which will allow RBS-PPCP to accurately measure the participation and availability of minority, woman, veteran, LGBT-owned businesses for City contracts. The surveys will also provide an opportunity for participants to share information about their experiences about doing business in the local marketplace and working with the City. Utilization and availability surveys are described in detail in Tasks 5 and 6, respectively.

Responsible staff. Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, will be responsible for facilitating all public meetings; providing content for web...
updates; drafting public notices; and establishing and maintaining the dedicated email address. RBS-PPCP, RBS, Rutgers SPAA, and NJCU will be responsible for conducting all in-depth interviews. RBS will also help coordinate and facilitate the public meetings and other community engagement efforts. RBS-PPCP will be responsible for conducting the utilization and availability surveys.

**Task 3—Legal analysis and framework.** The City has requested that the project team conduct a legal analysis related to case law as well as federal and local regulations relevant to the implementation of minority, woman, veteran, LGBT-owned business programs and disparity studies. The RBS-PPCP project team has a deep understanding of case law and legal guidance related to minority, woman, veteran, LGBT-owned business programs as well as disparity studies. RBS-PPCP and The Rutgers Law School will develop a Legal Analysis and Framework that will include any recent developments in relevant federal regulations, case law, state law, statutes, and other information. The Legal Analysis and Framework will guide the project team’s methodology for the disparity study to ensure that the study is consistent with current legal standards and federal, state, and local regulations. The analysis will include detailed information about key cases and their impact on the City including the following examples:

- **Standards of Review for Race-Specific and Gender-Specific Programs**
- **To Withstand Strict Scrutiny an MBE Program Must Be Based on a Compelling Governmental Interest such as Remedy Discrimination**
- **Evidence of Significant Statistical Disparities Between Minorities Utilized and Qualified Minorities Available May Satisfy Strict Scrutiny and Justify a Narrowly Tailored M/WBE Program**
- **Anecdotal Evidence of the Experiences of Non-MBE, Minority, and Woman-Owned Firms May Be Used to Justify an M/WBE Program**
- **The Governmental Entity or Agency Enacting an MBE Program Must Be Shown to Have Actively or Passively Perpetuated the Discrimination**
- **To Withstand Strict Scrutiny, an MBE Program Must Be Narrowly Tailored to Remedy Identified Discrimination**
- **City of Richmond v. Croson;**
- **Adarand Constructors, Inc. v. Pena;**
- **Western States Paving Company v. Washington State DOT;**
- **Roth Development Corp. v. U.S. Department of Defense;**
- **AGC, San Diego v. California Department of Transportation et al. (a case in which RBS-PPCP and The Rutgers Law School were involved);**
- **Dunnet Bay Construction Company v. Illinois DOT, et al.; and**
- **Midwest Fence Corporation v. Illinois DOT et al.**

**Development of legal background.** The Rutgers Law School will provide a legal history of challenges to state, local, and federal small business and minority, woman, veteran, LGBT-owned business programs. The Law School will also summarize legal issues specific to New Jersey and the NJ Circuit, providing an assessment
Analysis and reporting. The Rutgers Law School will monitor legal developments and update the legal analysis through the end of the project. The Legal Analysis and Framework will result in a chapter as well as a supporting appendix of the disparity study report.

Responsible staff. The Rutgers Law School and the Rutgers School for Public Affairs and Administration will be responsible for developing the legal analysis and framework and for drafting the supporting appendix. Dr. Kevin Lyons, RBS-PPCP Project Manager, Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, and Rutgers SPAA and Rutgers Law School, will be responsible for integrating legal framework and relevant case law into the final disparity study report.

Task 4 – Review of contracting procedures and program measures. The City has requested that the project team make detailed recommendations for programmatic changes and, if appropriate, enhancements related to the MWBE Program. A thorough understanding of the City’s contracting procedures and policies and of the agency’s current implementation of the MWBE Program will be essential to subsequent analyses and recommendations. The project team will research and document the policies and procedures that the City uses as part of its contracting processes. In addition, we will complete a thorough review of the agency’s existing implementation of the MWBE Program and the effectiveness of the program’s measures in encouraging the participation of minority, woman, veteran, LGBT-owned businesses in City contracting.

The project team will also review successful efforts that other local government agencies have used to encourage the participation and increase the capacity of minority, woman, veteran, LGBT-owned businesses.

Based on that review, RBS-PPCP will assess the City’s current program measures and make recommendations related to measures that the City could consider using in the future to increase the participation of minority, woman, veteran, LGBT-owned businesses and address legal requirements. Information from Task 4 will help RBS-PPCP:

- Assess the impact that certain policies, procedures, and program measures have on the participation of minority, woman, veteran, LGBT-owned businesses in Jersey City’s contracting;
- Assess the impact that the City’s contracting programs have on the availability of minority, woman, veteran, LGBT-owned businesses;
- Recommend program enhancements and measures for the City to consider (e.g., race- and gender-neutral program measures; race- and gender-conscious program measures; and staffing resources); and
- Identify revisions necessary to the MWBE Program to address relevant legal requirements and case law.

Responsible staff. Dr. Kevin Lyons, RBS-PPCP Project Manager, Ms. Magda Comeau, RBS-PPCP Assistant
Project Manager, Rutgers SPAA, and NJCU will be responsible for reviewing the City’s current program measures and contracting procedures. The Rutgers Law School will be responsible for providing legal support and guidance related to the City’s program and procedures.

**Task 5 – Utilization analysis.** RBS-PPCP’s utilization analysis will produce accurate estimates of the percentage of prime contract and subcontract dollars that went to minority, woman, veteran, LGBT-owned businesses on construction; professional services (architecture and engineering); and goods and services contracts that the City and its various departments awarded during the study period. The project team will use data from the utilization analysis as inputs in the disparity analysis to assess whether minority, woman, veteran, LGBT-owned businesses were underutilized during the study period relative to their availability for City contracts (for details, see our description of Task 7). The utilization analysis will also provide information about the City’s relevant product markets and relevant geographic market area.

**Data assessment.** RBS-PPCP will begin the utilization analysis with a comprehensive assessment of contract and vendor data that the City maintains in all procurement categories (e.g. the areas of construction; professional services (architecture and engineering); and goods and services). That assessment will include meetings with the City to gain a thorough understanding of its contract and vendor data including discussions about:

- The types of contracts on which the City maintains data;
- The formats in which the City maintains data;
- The degree to which relevant City departments maintain subcontractor data;
- Effective ways for RBS-PPCP to make data requests and to receive data; and
- Timelines for contract and vendor data collection.

The project team will work closely with the City to develop an effective plan for organizing and requesting all necessary data for the utilization analysis including relevant information from various City departments. Following the data review, RBS-PPCP will submit a detailed, written data request that will specify the data that the project team will require for its analyses. If any required data are unavailable, the project team will be responsible for collecting that information in a manner that ensures the integrity and accuracy of our analyses (e.g., engaging in comprehensive subcontract data collection).

**Data collection.** The project team will use electronic contract data from City data systems such as (the Jersey City Data System TBA) and, as necessary, hardcopy contract data from the City to compile information about relevant contracts that the agency awarded during the study period and about the vendors that participated in those contracts. RBS-PPCP has substantial experience extracting and manipulating data from (the Jersey City Data System TBA), because most municipalities in the U.S. use similar systems to maintain much of their contracting and vendor data. That experience will ensure that RBS-PPCP will collect data from the City efficiently and accurately.

**Contract data.** Based on contract data that we collect from the City; the project team will develop a
utilization database that includes the following information about each relevant contract that the City awarded during the study period:

- Contract name and identification number;
- Contract award date;
- Contractor, consultant, or supplier name;
- Award amount of the contract and corresponding change order information;
- Paid-to-date amount (if available); and
- Description of the type of work or supplies involved in the contract (if available).

RBS-PPCP will request the above information for prime contracts. If possible, RBS-PPCP will also request any available data for specific task orders under broader contracts (e.g., on certain professional services contracts). The project team will also collect the above information, as available, for first-tier subcontracts and supplier agreements. RBS-PPCP understands there may be gaps in the City’s subcontractor and supplier data that are relevant to the disparity study. In those instances, the project team will work with the City to contact prime contractors that worked on City contracts during the study period to collect information about their associated subcontracts. We will prepare all materials required to complete the subcontract data collection effort including a letter of introduction, instructions on how prime contractors can submit requested information, and data collection forms. We will then work with the City to mail or e-mail that information to prime contractors. The project team will be responsible for compiling information that prime contractors submit in response to our data requests. We have successfully completed similar data collection efforts on several previous supplier studies.

Vendor data. RBS-PPCP will also compile vendor data on businesses that participated in City prime contracts and subcontracts during the study period. The project team will collect full addresses, phone numbers, and other identifying information for prime contractors and subcontractors that participated in City contracts from data that the agency maintains and from other data sources such as local certification databases and prime contractor outreach for which RBS-PPCP will be responsible.

Relevant contract categories. RBS-PPCP will use contracting and vendor data to determine the commodities and services categories in which the City typically awarded contracts during the study period. The relevant commodities and services categories that the project team identifies will account for at least 75 percent of the contracting dollars that the City spent during the study period. The relevant commodities and services markets will be based on National Institute of Governmental Purchasing (NIGP) or similar codes (e.g. NAICS, UNSPC, etc.). RBS-PPCP will provide detailed descriptions of how we determined the relevant commodities and services categories in the draft and final disparity study reports as well as the dollar amounts that the City spent in each category.

Relevant geographic market area. Following City guidance, RBS-PPCP can consider the Jersey City Metro Area and the Western New Jersey Regional area as part of the relevant geographic market area (TBD). As necessary, RBS-PPCP will work with the City to refine the geographic market area and will identify whether any other market areas are relevant to City contracting. RBS-PPCP will also use contracting and vendor data
to determine the relevant geographic market area in which the City spends most of its relevant contracting dollars based on information about the locations of the contractors that participated in City contracts during the study period. The relevant geographic area that the project team identifies will account for at least 75 percent of the relevant contracting dollars that the City spent during the study period. RBS-PPCP will provide detailed descriptions of how we determined the relevant geographic market area in the draft and final disparity study reports.

Utilization telephone surveys. After collecting City contract and vendor data, determining the relevant contract categories, and refining the relevant geographic market area, the project team will conduct utilization telephone surveys with businesses that participated in City contracts during the study period to establish key business characteristics including their primary lines of work and the race/ethnicity and gender of their owners. The project team will contact businesses for telephone surveys up to five times on different days and at different times of the day. That approach is designed to minimize non-response and help ensure that the utilization analysis is as accurate as possible. Information from the utilization surveys will augment City data on prime contractors and subcontractors, enabling a more accurate assessment of the participation of minority, woman, veteran, LGBT-owned businesses in City contracting.

As part of the 2019 New Jersey Economic Development Authority (NJEDA) – Policy Academy on Strengthening New Jersey Manufacturing, State of New Jersey Supply Chain Analysis project, RBS-PPCP is conducting utilization telephone surveys with thousands of New Jersey businesses. If any of those businesses participated in the City of Jersey City contracts during the study period, we will use information from the NJEDA Supply Chain project surveys for the utilization analysis rather than conducting new interviews. Doing so will result in time savings without compromising the integrity of the research.

Utilization analysis. After completing utilization telephone surveys, RBS-PPCP will begin the utilization analysis. The project team will code type of work, size of work, and other characteristics for each relevant prime contract and subcontract. We will then examine the participation of minority, woman, veteran, LGBT-owned businesses, including certified businesses, as a percentage of dollars that the City awarded to all businesses during the study period. The project team will assess participation for all minority and woman-owned, veteran and LGBT businesses considered together and separately for each relevant racial/ethnic and gender group—Asian Pacific American-, Black American-, Hispanic American-, Native American-, Subcontinent Asian American-, and non-Hispanic White woman-owned businesses.

Analysis and reporting. The project team will use results from the utilization analysis to prepare estimates of the participation of minority, woman, veteran, LGBT-owned businesses on City contracts. At a minimum, RBS-PPCP will analyze and report results separately for:

- Different racial/ethnic and gender groups;
- Minority, woman, veteran, LGBT-owned businesses that are and are not certified;
- Construction; professional services (architecture and engineering); and goods and services;
- Prime contracts and subcontracts;
- Different study period years; and
Different contract sizes.
The utilization analysis will be summarized in a chapter of the disparity study report with a supporting appendix that will discuss the methodology that the project team used including the types of contracts that the project team analyzed and the data sources on which the project team relied.

**Responsible staff.** Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, Rutgers SPAA and NJCU will be responsible for collecting City contract and vendor data; determining the relevant contract categories; and refining the relevant geographic market area. Our RBS-PPCP Senior Data Analyst, and RBS-PPCP Data Analyst, will assist with each of those tasks. RBS, Rutgers SPAA and NJCU Students will be deployed (under Rutgers/NJCU direction) to conduct the utilization telephone surveys under close supervision from RBS-PPCP, Rutgers SPAA and NJCU.

**Task 6 – Availability analysis.** RBS-PPCP’s availability analysis will yield estimates of the availability of minority, woman, veteran, LGBT-owned businesses that are ready, willing, and able to perform work on City contracts. RBS-PPCP will use a custom census approach to conduct the availability analysis that will require primary data collection from businesses performing relevant types of work within Jersey City. The methodology that RBS-PPCP will use to complete the availability analysis has been strongly approved by the United States District Court of the Eastern District of California, the Ninth Circuit Court of Appeals, USDOT, USDOJ, the United States Congress, and other relevant authorities. The project team will also use availability information to develop benchmarks against which to compare participation in the disparity analysis (for details, see our description of Task 7). RBS-PPCP will provide availability estimates separately for the different racial/ethnic and gender groups and for the different contract types that will be included as part of the study.

**Availability surveys.** RBS-PPCP will create a representative database of businesses ready, willing, and able to work on City contracts. RBS-PPCP will begin the process by compiling a “phone book database” of businesses that work in relevant industries and that are also located in Jersey City. RBS-PPCP will develop that database based on information from a variety of data sources that provide comprehensive and unbiased listings of all types of relevant businesses—that is, not only those businesses that are minority- or woman-owned—throughout the Jersey City marketplace (e.g., bidders lists; vendor registration lists; and other business listing databases and directories). The project team will then attempt to contact all of those businesses via telephone to complete availability surveys with their owners or managers. We will attempt to contact all businesses up to five times on different days and at different times of the day during business hours. That approach is designed to minimize non-response in the survey and help ensure that the resulting survey data are representative, unbiased, and accurate. Conducting comprehensive availability surveys in that way is the only way to collect the information necessary to ensure an accurate and valid availability analysis that meets the highest research and legal standards.

The objective of the availability survey is not to collect information from each and every relevant business that is operating in the local marketplace. It is to collect information from a representative and unbiased subset of the business population, so that the project team can estimate the availability of minority, woman, veteran, LGBT-owned businesses in an accurate statistically-valid manner. Our methodology builds on hundreds of years of survey research and sampling theory. It is the basis for all large-scale
surveys that researchers conduct including the decennial population census that the United States Census Bureau conducts.

RBS-PPCP will customize the availability analysis to the contracts that the City awarded during the study period resulting in rigorous and accurate availability estimates. As part of the availability analysis, RBS-PPCP will have attempted to contact all potentially available businesses—not just a sample of them—for the availability surveys. Our approach goes further than that of any other disparity study researcher to ensure that the resulting availability estimates are representative, unbiased, and accurate. The availability surveys will assess various topics including:

- Qualifications and interest in work for the City;
- Work as a prime contractor, subcontractor, or supplier;
- Primary line of work (based on industry codes);
- Relative capacity, as measured by the largest contract or subcontract bid on or performed within the recent past;
- Year of business establishment;
- Race/ethnicity and gender of ownership;
- Number of employees; and
- Gross revenue.

As part of the 2019 NJEDA Supply Chain Study, RBS-PPCP is attempting availability surveys with hundreds of New Jersey businesses. As appropriate, the project team will integrate data about relevant businesses from those surveys into the availability analysis for the City of Jersey City. Doing so will result in time savings without compromising the integrity of the research.

Availability database. Information from completed availability surveys will form the core of an availability database that RBS-PPCP will use to identify businesses that are potentially available to participate in City contracts as well as the proportion of those businesses that are minority, woman, veteran, LGBT-owned businesses. The database will list various pieces of information about each potentially available business including:

- Business name;
- Contact information;
- Race/ethnicity and gender of ownership;
- Primary line of work (based on industry codes);
- Year of business establishment; and
- Relative capacity.
To confirm or supplement information that the project team collects as part of availability surveys, we will also draw on vendor information that the City maintains; trade organization data; certification data; and other data sources.

**Calculating availability.** Rather than calculating availability based on a simple head count of minority, woman, veteran, LGBT-owned businesses, RBS-PPCP will determine availability on a contract by contract basis. The project team will use a bottom-up matching approach to determine availability for City prime contracts and subcontracts based on information from the availability database and on information from contract data:

1. For each contract element (i.e., prime contract or subcontract), RBS-PPCP will identify the type of work, contract role, and size of work based on contract data.

2. RBS-PPCP will identify businesses in the availability database that report being qualified and interested in performing that specific type of work for the City; in that particular contract role; and having bid on or performed work of that size (to take relative capacity into account).

3. RBS-PPCP will determine the number of minority, woman, veteran, LGBT-owned businesses among all businesses available for that particular contract element (e.g., three non-Hispanic white woman-owned businesses, one Black American-owned business, one Subcontinent Asian American-owned business, three Hispanic American-owned businesses, and one Native American-owned business out of 20 total businesses available to perform that contract element).

4. The project team will then translate the numeric availability for a contract element into percentage availability for the contract element (continuing the example above, 15 percent for non-Hispanic white woman-owned businesses, 5 percent for Black American-owned businesses, and soon).

5. RBS-PPCP will then multiply the percentage availability by the dollars associated with the contract element, add results across all contract elements, and divide by total dollars for all contract elements to produce a dollar-weighted estimate of overall availability of minority, woman, veteran, LGBT-owned businesses.

The resulting availability estimates will establish benchmarks in the disparity analysis to which the project team can compare the actual share of dollars going to each racial/ethnic and gender group.

**Relative capacity.** Recent key court decisions have found the relative capacity of businesses to actually perform on an agency’s contracts to be an important factor in measuring availability (e.g., *Western States Paving Company v. Washington State DOT, Rothe Development Corp. v. U.S. Department of Defense, Engineering Contractors Association of S. Fla. Inc. v. Metro Dade County*, and *AGC, San Diego v. California Department of Transportation et al.*). Consistent with those and other court decisions, RBS-PPCP will account for the relative capacity of businesses when measuring availability (see step 2 of Calculating availability above). The United States District Court of the Eastern District of California and the Ninth Circuit Court of Appeals in *Associated General Contractors of America, San Diego Chapter v. California Department of Transportation et al.* found the analysis of availability to be much more comprehensive than analyses that had previously failed. RBS-PPCP's approach to measuring availability will also be in accordance with the approved methods by USDOT and USDOJ in their *amicus curiae* brief related to the
AGC v. Caltrans case. USDOT and USDOJ specifically cited the fact that this process “[took] into account factors that may affect the relative capacity of DBEs to undertake contracting work” in stating their approval.

But for analysis. The but for analysis will assess the availability of minority, woman, veteran, LGBT-owned businesses absent the effects of past discrimination. RBS-PPCP will use regression analyses to examine whether the availability of minority, woman, veteran, LGBT-owned businesses in the local contracting industry would be different but for any race- or gender-based discrimination. The analysis will rely on regression analyses to determine whether the availability of minority- and woman-owned businesses would change if minorities and women owned businesses at the same rate as non-Hispanic white men after statistically controlling for race-and gender-neutral factors.

Analysis and reporting. The project team will use results from the availability analysis to prepare overall availability estimates of minority, woman, veteran, LGBT-owned businesses for City contracts. The project team will also prepare availability estimates based on various business characteristics and on different sets of contracts. At a minimum, we will report availability estimates separately for:

- Different racial/ethnic and gender groups;

- Construction; professional services (architectural and engineering); and goods and services contracts;

- Prime contracts and subcontracts;

- Different study period years; and

- Different contract sizes.

The availability analysis will be summarized in a chapter of the disparity study reports with appendices that will include discussions of the methodology that RBS-PPCP used.

Responsible staff. RBS Data Analyst Ph.D./Graduate Students will be responsible for maintaining the availability database. RBS and NJCU will be responsible for conducting the availability telephone surveys under close supervision from Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager will also be responsible for calculating availability and reporting availability results to the City.

Task 7 — Disparity analysis. The City has requested that the project team analyze participation and availability data to determine if disparities continue to exist in Jersey City. RBS-PPCP will use sophisticated quantitative techniques to compare the participation of minority, woman, veteran, LGBT-owned businesses in contracts that the City awarded during the study period to the dollars that those businesses would be expected to receive based on their availability for specific types and sizes of contracts in all categories including construction; professional services (architecture and engineering); and goods and services contracts. For each racial/ethnic and gender group, the disparity analysis will examine the absolute and relative difference between participation and availability. RBS-PPCP will also analyze the statistical significance of any identified disparities using appropriate statistical techniques.

RBS-PPCP will calculate overall disparity indices for all minority, woman, veteran, LGBT-owned businesses considered together as well as separate disparity indices based on various business
characteristics and on different sets of contracts. At a minimum, we will compute and report disparity indices separately for:

- Different racial/ethnic and gender groups;
- Construction; professional services (architecture and engineering); and goods and services contracts;
- Prime contracts and subcontracts;
- Different study period years; and
- Different contract sizes.

The disparity analysis will be summarized in a section of the disparity study report including a detailed discussion of the methodology that RBS-PPCP used.

**Responsible staff.** Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, and Rutgers SPAA will be responsible for conducting the disparity analysis and reporting those results to the City.

**Task 8—Explanations for any observed disparities.** The disparity study will include an assessment of possible race- and gender-neutral and race- and gender-based explanations of any disparities in the participation of minority, woman, veteran, LGBT-owned businesses on City contracts and the availability of those businesses for that work. That assessment will include an analysis of the program measures that the City had in place during the study period and that they currently have in place including any current contracting practices that may lead to the underutilization of minority- or woman-owned businesses (for details, see our descriptions of Tasks 4 and 11).

As part of Task 8, RBS-PPCP will also conduct an analysis of past bidding on a representative sample of contracts that the City awarded during the study period based on information from past bid and proposal files. The project team will begin the analysis by drawing a random sample of contracts stratified by various factors such as time period and contract size. Then, RBS-PPCP will examine bid and proposal information from corresponding contracting and proposal files to assess which businesses competed for the work and whether minority, woman, veteran, LGBT-owned businesses fared differently than other businesses in receiving contract awards.

RBS-PPCP will augment information about businesses in the bid analysis with data developed in the utilization and availability analyses. The bid analysis will result in a detailed database that tracks the participation of minority, woman, veteran, LGBT-owned businesses in each step of the contracting process. RBS-PPCP will examine any patterns in:

- How contracts were bid (including bidding process);
- How bidders and proposers were evaluated; and
- The competitiveness of bids and proposals that minority, woman, veteran, LGBT-owned businesses submitted.
RBS-PPCP will summarize explanations for any observed disparities as part of various sections of the disparity study report. The sections will include detailed discussions of the methodology that RBS-PPCP used.

Responsible staff. RBS-PPCP, and RBS-PPCP Data Analyst Graduate Students will be responsible for conducting the bid analysis. Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, will be responsible for reporting those results to the City.

Task 9—Quantitative analysis of marketplace conditions. RBS-PPCP will conduct quantitative analyses of current marketplace conditions for minorities, women, and minority- and woman-owned businesses throughout the local construction, professional services (architecture and engineering); and support services. Those analyses will help the City determine whether certain types of discriminatory practices exist within specific industries in Jersey City and will also help determine whether the City is acting as a passive participant in any race- or gender-based discrimination that exists in the local marketplace.

Business outcomes. RBS-PPCP will compare business outcomes for minorities, women, and minority, woman, veteran, LGBT-owned businesses to outcomes for non-Hispanic white men and businesses owned by non-Hispanic white men in the areas of:

- **Human capital** to assess whether minorities and women face any barriers related to education, employment, advancement, and gaining managerial experience in relevant industries;
- **Financial capital** to assess whether minorities and women face any barriers related to wages, homeownership; personal wealth; or access to financing, bonding, or insurance;
- **Business ownership** to assess whether minorities and women own businesses at rates that are comparable to that of non-Hispanic white men; and
- **Success of businesses** to assess whether minority, woman, veteran, LGBT-owned businesses have outcomes that are similar to those of businesses owned by non-Hispanic white men.

Those analyses will indicate whether there is evidence that discrimination in Jersey City—either in the public sector or the private sector—has affected the ability of minority, woman, veteran, LGBT-owned businesses to form, grow, and successfully compete for project work including for City contracts. A critical portion of the analysis will rely on regression analyses to examine whether there is statistical information indicating barriers in the local marketplace for minorities, women, and minority, woman, veteran, LGBT-owned businesses while statistically controlling for race- and gender-neutral characteristics.

Relative capacity. RBS-PPCP will use regression analysis and other quantitative models to research whether the relative capacity of minority, woman, veteran, LGBT-owned businesses is constrained compared to that of businesses owned by non-Hispanic white men. That analysis will help determine whether businesses owned by non-Hispanic white men are able to bid on and perform larger projects than minority, woman, veteran, LGBT-owned businesses after statistically controlling for race- and gender-neutral factors.

Over-concentration. RBS-PPCP will use information that we gather from the utilization, availability, and
other analyses to determine whether there is evidence of any over-concentration of minority, woman, veteran, LGBT-owned businesses in specific work types and categories. We will examine specific work areas to determine whether:

- Prime contractors tend to disproportionately use minority, woman, veteran, LGBT-owned businesses that work in a select few industries or subindustries;
- Minority, woman, veteran, LGBT-owned businesses receive a disproportionately large amount of contracting dollars relative to their availability in select industries; and
- Whether the participation of minority, woman, veteran, LGBT-owned businesses serves as a barrier to other businesses attempting to work with the City.

Assessment of information from other studies. As appropriate, the project team will review relevant information developed in recent, publicly-released disparity studies related to the local contracting industries and reconcile them with information from the City’s disparity study (including from the 2006 City of Jersey City Disparity Study, which RBS-PPCP is currently reviewing). As appropriate, RBS-PPCP will also review information from peer-reviewed academic and legal journals.

Data sources. RBS-PPCP will base its quantitative marketplace analyses on:

- Data collected for businesses in the utilization and availability analyses;
- U.S. Census data on employment, advancement, self-employment, and firm revenue;
- Federal Reserve Board’s Survey of Small Business Finances;
- Federal Financial Institutions Examinations Council; and
- Other data sources.

Analysis and reporting. RBS-PPCP will prepare report chapters based on the quantitative marketplace analyses in the disparity study report as well as several detailed report appendices that will include discussions of the methodology that we used.

Responsible staff. RBS-PPCP, and RBS-PPCP Data Analyst Graduate Students will be responsible for conducting the bid analysis. Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, will be responsible for reporting those results to the City.

Task 10 – Qualitative analysis of anecdotal information. The project team will collect and analyze anecdotal information as part of the disparity study. The project team will collect extensive anecdotal information about potential barriers that minority, woman, veteran, LGBT-owned businesses face in the local contracting industries.

In-depth anecdotal interviews. As part of Task 10, the project team will conduct 20 in-depth anecdotal interviews with business owners, representatives from trade associations, and other stakeholders throughout Jersey City. All interviews will be conducted in person. The project team will interview a mix of businesses that have participated in City contracting in the past and businesses available for City
contracts that may not have been successful in obtaining that work. We will generate a representative sample of businesses and stakeholders of different ownerships and types to provide a broad cross-section of the business community within the local marketplace. The interviews will be conducted with minority, woman, veteran, LGBT-owned businesses as well as with businesses owned by non-Hispanic white men. The one- to two-hour interviews will provide interviewees with the opportunity to discuss various topics related to the local marketplace including:

- Minority, woman, veteran, LGBT-owned business participation;
- Perceptions of certification and certification processes;
- Evidence of race- or gender-based discrimination;
- Promptness of payment;
- Governmental or union practices;
- Perceived barriers to contracting in the public and private sectors;
- Difficulties accessing needed capital, bonding, and insurance;
- Experiences as prime contractors and subcontractors;
- Experiences working with minority, woman, veteran, LGBT-owned businesses and other businesses;
- Evidence of any historical or current race- or gender-based discrimination;
- Effectiveness of race- and gender-neutral program measures to encourage the participation of small businesses including many minority, woman, veteran, LGBT-owned businesses; and
- Other marketplace conditions.

As part of the 2019 NJ State EDA Supply Chain Study, the RBS-PPCP project team is conducting 20 in-depth interviews with New Jersey businesses and trade organizations. As appropriate, RBS-PPCP will use information from those interviews to supplement information that we will collect from in-depth interviews that we conduct as part of the City of Jersey City’s disparity study. RBS-PPCP will only use information from the City of Newark study that comes from businesses that work in the City of Jersey City’s relevant geographic market area and that work in industries relevant to City of Jersey City contracting.

The resulting information may help to identify prevailing practices in the public and private sectors that could lead to the underutilization of minority, woman, veteran, LGBT-owned businesses and may also help identify the effect of certain program measures in encouraging the participation of small businesses including many minority, woman, veteran, LGBT-owned businesses.

City Council and public meetings. The project team will conduct two public meetings in Jersey City to provide local business owners, trade association representatives, and other knowledgeable individuals the opportunity to share their perceptions and experiences about doing business in the local marketplace and working with the City. We will conduct the public meetings in conjunction with existing City Council meetings. RBS-PPCP will work with the City to determine which City Council meetings or other meeting
times and locations will be most appropriate. Information from the public meetings will be included as part of the project team’s anecdotal analysis of marketplace conditions. Testimony from the meetings and any written comments that the project team collects will be analyzed and included, as appropriate, as part of corresponding report appendices. RBS-PPCP will work with the City to secure meeting locations, advertise the public meetings, and coordinate transcription services for the public meetings.

**Analysis of availability survey responses.** Telephone surveys with business owners and managers that the project team will conduct as part of the availability analysis will include questions concerning general marketplace conditions including potential barriers associated with obtaining financing, obtaining bonding, and receiving. The project team will analyze results of those questions as part of the qualitative analysis of anecdotal information.

**Historical evidence of discrimination.** RBS-PPCP will rely on existing sociological, economic, legal, and other research to assess historical evidence of any race- or gender-based discrimination in the local marketplace. The project team will use that information to provide a broader historical context for study results and recommendations.

**Assessment of any discrimination complaints.** The project team will request information concerning any informal or formal complaints related to discrimination and contracting practices that the City received during the study period. RBS-PPCP will also analyze any available judicial or administrative opinions or data regarding allegations of race- or gender-based discrimination that have been made against contractors, subcontractors, vendors, or local government agencies operating in Jersey City. RBS-PPCP’s qualitative analysis of anecdotal information will include an assessment of any such information.

**Analysis and reporting.** The project team will analyze all resulting anecdotal information and identify and report key themes and comments pertinent to the local contracting industries. Comments from the in-depth anecdotal interviews and public meetings will be summarized in a detailed appendix of the disparity study reports. Several report chapters will draw on information from all of the anecdotal analyses.

**Responsible staff.** Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, will be responsible for coordinating and facilitating all public meetings; collecting and assessing discrimination complaints; and analyzing availability survey responses. They will also be responsible for reporting all qualitative results to the City. RBS-PPCP and Rutgers SPAA Data Analyst Graduate Students, will be responsible for assessing historical evidence of discrimination. RBS-PPCP, Rutgers SPAA, and NJCU will be responsible for conducting all in-depth interviews. The City will also help coordinate and facilitate in public meetings.

**Task 11 – Recommendations for contracting policies and program elements.** The City has asked that the project team provide recommendations for improving the MWBE Supplier Diversity Program and identify revisions necessary to address relevant legal requirements and case law. RBS-PPCP will use information from the study and other relevant sources to provide recommendations to help the City refine its implementation of the MWBE Supplier Diversity Programs including race- and gender-neutral and race- and gender conscious measures that the agency could consider using to encourage the participation of minority, woman, veteran, LGBT-owned businesses in the future. Our recommendations will also help the City identify whether additional staffing or other resources are required to effectively implement the MWBE
Supplier Diversity Program and improve any contracting policies that may act as barriers to minority, woman, veteran, LGBT-owned businesses attempting to work with the City. The project team will conduct an extensive review of existing contracting procedures and existing minority, woman, veteran, LGBT-owned business program measures (for details, see our description of Task 4). In addition, we will complete a review of program measures that other organizations in the local marketplace have implemented, and we will provide assessments of their effectiveness for the City's consideration.

Based on that review, RBS-PPCP will propose recommendations to either enhance existing policies and program measures or to implement additional policies and program measures. At a minimum, RBS-PPCP will make recommendations related to:

- Any contracting policies, regulations or ordinances that serve as barriers to minority, woman, veteran, LGBT-owned businesses;
- Race- and gender-neutral program measures that the City has in place or could consider implementing in the future; and
- Race- and gender-conscious program measures that the City has in place or could consider implementing in the future including an assessment of how to implement such measures in a narrowly tailored manner consistent with relevant legal requirements and case law.

RBS-PPCP will also make recommendations related to data management capabilities and how often the agency should conduct disparity studies in the future. In making its recommendations, RBS-PPCP will take into account the cost for the City to implement any potential measures and the level of human resources necessary to implement any new measures effectively. RBS-PPCP will summarize recommendations for contracting policies and program implementation in separate sections of the disparity study report. Before preparing reports and presentations, the project team will explore results and recommendations with the City and assist the agency in evaluating their potential effectiveness.

**Responsible staff.** Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, Rutgers SPAA and NJCU will be responsible for reviewing contracting policies and program measures. RBS-PPCP will also be responsible for reporting recommendations to the City. RBS-PPCP will also be responsible for reviewing program measures that other organizations in the local marketplace have implemented. The Rutgers SPAA, and Rutgers Law School, will review the project team’s recommendations to ensure that they are consistent with relevant legal requirements and case law.

**Task 12—Reports and presentations.** The RBS-PPCP project team will consider the totality of quantitative and qualitative research that we conduct as part of the disparity study to prepare draft and final disparity study reports for the City. We will also prepare a corresponding oral presentation that we will give in person at the end of the project. We will summarize results related to any disparities in the participation and availability of minority, woman, veteran, LGBT-owned businesses in contracts that the City awarded during the study period. We will examine evidence overall and separately for each relevant racial/ethnic and gender group. The reports and presentation will be written in a clear and concise manner using consistent language and terms. They will be easy to understand; organized in a logical manner; fully illustrated with relevant examples; and consistent with industry-best standards and methodology.
Report. Figure 3 presents the sections that RBS-PPCP anticipates including in the disparity study report. RBS-PPCP will include a detailed executive summary that clearly and succinctly presents key findings and recommendations for the City to consider. As part of the report, we will also include a table of contents that the City can use to easily reference additional chapters and details in the report. RBS-PPCP will discuss an outline of the report at the project initiation meeting and at subsequent management meetings. As necessary, we will reorganize the report to best meet the City’s needs.

Figure 3 Proposed chapters and appendices to be included in the draft and final disparity study reports

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<th>Report sections</th>
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<td>Section 1 - Executive Summary</td>
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<td>Section 3 - Legal Analysis</td>
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<td>Section 10 - Recommendations and Conclusions</td>
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<td>Appendix A - Definitions</td>
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<td>Appendix B - Legal Analysis and Framework</td>
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<td>Appendix C - Quantitative Analysis of Marketplace Conditions</td>
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<td>Appendix D - Utilization Analysis Methodology</td>
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<td>Appendix E - Qualitative Analysis of Anecdotal Information</td>
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<td>Appendix F - Disparity Results Tables</td>
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RBS-PPCP will deliver a full draft of the disparity study report within 10 months of contract execution. As the project team completes individual sections of the draft report, we will submit them to the City for review. After obtaining the City’s feedback, RBS-PPCP will make any necessary revisions for the final disparity study report. RBS-PPCP will deliver the final report within 11 months of contract execution. The final disparity study report will address all of the City’s feedback on the draft report. We will deliver the final disparity study report in hardcopy and as a searchable electronic format.

Final presentations. The RBS-PPCP project team will give final presentations to the Jersey City Council and other audiences of the City’s choosing. The presentations will provide information about the purpose of the disparity study; the project team’s methodology; key disparity study results; and recommendations and conclusions. RBS-PPCP will develop the presentations in PowerPoint (or similar format) and will provide them in both hardcopy and electronic format. RBS-PPCP will work with the City to determine the dates, times, and locations for the final presentations.
Other deliverables. RBS-PPCP will provide all data, information, analyses, notes, work papers, records, documentation, and computer databases related to the disparity study when we deliver the final disparity study report or anytime earlier upon request. All programs, records, and materials that we deliver will be compatible with the City's existing systems.

Responsible staff. Dr. Kevin Lyons, RBS-PPCP Project Manager, and Ms. Magda Comeau, RBS-PPCP Assistant Project Manager, will be responsible for compiling and delivering the full draft and final disparity study reports to the City for review and approval. They will also be responsible for developing the final presentation and presenting to the City Council and other audiences of the City's choosing.

I - The City of Jersey City Responsibilities

The responsibilities of the City of Jersey City fall mainly on access to information and people who will be critical to the completion of this disparity study. This includes but is not limited to:

- Access to previous disparity study data
- Access to Procurement Data (Year-range to be determined)
- Assistance with community meetings
- Assistance with Steering/City Council Meetings
- Assistance with City Governmental meetings
- Access to relevant purchasing disparity or diversity legal challenges
- Listing of any City Executive Orders or Regulations associated with supplier diversity/disparity
- Additional requests will be added after our initial kick-off meeting

J - Staffing

RBS-PPCP's (RBS-PPCP's) project team will only assign key personnel to the 2019 City of Jersey City (the City) Disparity Study who possess specialized expertise in the types of quantitative and qualitative research that are necessary to conducting disparity studies that meet the highest industry and legal standards. Figure 2 presents the staffing structure for key personnel who will contribute to the disparity study. The project team will not replace any key personnel on the disparity study without prior notification and approval from the City.

Timeline

RBS-PPCP will work with the City to conduct the disparity study in a timely manner while maintaining the quality and integrity of the research. RBS-PPCP proposes to complete the study within 11 months of contract execution. Figure 4 presents RBS-PPCP's proposed timeline for the disparity study including major tasks, key subtasks, and specific milestones. Assuming a project initiation date of February 1, 2019, RBS-PPCP will complete the disparity study a deliver the final report and presentation to the City by December 31, 2019.
### Figure 4

**Proposed Timeline**

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**Note:**

- = In Person Meeting
- = Monthly Progress Report
* = Draft Legal Framework (Oct), Draft Disparity Study (Dec), Draft Report Meeting (Dec), Final Presentation (Jan)
- = Project Final

Note: 

- In Person Meeting
- Monthly Progress Report
* Draft Legal Framework (Oct), Draft Disparity Study (Dec), Draft Report Meeting (Dec), Final Presentation (Jan)
- Project Final
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**Project Summary**
- Task: Project1
- Date: Tue 1/1/19 7:30 PM

**Milestone**
- Project Summary

**Summary**
- Manual Task
- Manual Progress

---

**Deadline**
- Start-only
- Finish-only

**Progress**
- Manual Progress

---

Page 1
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<th>Date: Tue. 1/1/19 7:30 PM</th>
<th>Task</th>
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<th>Manual Task</th>
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# Short Bio

Dr. Lyons conducts research on developing and integrating global environmental, social, economic, ethical criteria and data into supply chain/procurement systems and processes. His research work includes the environmental and economic impacts on raw material extraction, logistics, manufacturing, consumption, consumer of multiple products and services research, designing and implementing local, national and international environmental economic development systems, waste-to-energy systems and environmental and sustainable social policy and financial impact forecasting (e.g. Sarbanes Oxley Corporate Social and Environmental Impact Reporting). He has also created the supply chain archeology and supply chain waste archeology research disciplines and has researched and written extensively on conducting environmental health-checks on global supply chains and the resulting benefits of reduced risk management impacts and costs. The recipient of many awards, here are a few of the most recently bestowed: Sierra Club Annual Professional of the Year Award, New Jersey State Governor's Award for Environmental Leadership and Excellence, NSF-IGERT grants (2). Lyons also serves as director of the Rutgers Business School Public Private Community Partnership Program.
<table>
<thead>
<tr>
<th>Rutgers University</th>
<th>Purchasing Disparity Study Proposal Response for City of Jersey City</th>
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</thead>
<tbody>
<tr>
<td>Magda Comeau, Senior Program Coordinator</td>
<td></td>
</tr>
<tr>
<td>Magda Comeau</td>
<td><a href="mailto:mcomeau@business.rutgers.edu">mcomeau@business.rutgers.edu</a></td>
</tr>
<tr>
<td>Senior Program Coordinator for RBS-Public Private Community Partnership Program</td>
<td>In this position I support the Rutgers Business School in its commitment to community development and social impact within our host city, Newark; with a plan for extension into New Brunswick. I am instrumental in developing procurement and employment strategy, capacity building, involving local youth, and initiating valuable engagement amongst partners. Focusing on building capacities through partnerships, RBS-PPCP seeks to demonstrate the potential of enhancing opportunities of communities for sustainable strategic on-off campus partnerships for local income enhancement, sustainable livelihoods and participatory development across all sectors and topics. In facilitating these relationships, I work with various entities within the university as well as with private and public entities within the city. Key duties include community and business relations, communications and reporting, administrative and operational functions, event coordination, and financial and budgeting functions.</td>
</tr>
<tr>
<td>RBS – Research Associate</td>
<td></td>
</tr>
<tr>
<td>Arturo Osorio-Fernandez</td>
<td><a href="mailto:osorio@business.rutgers.edu">osorio@business.rutgers.edu</a></td>
</tr>
<tr>
<td>Professor Osorio is currently a fellow at The Center for Urban Entrepreneurship and Economic Development (CUEED). Before coming to Rutgers he spent the last 5 years researching and documenting the socioeconomic renaissance of a former mill town in Western Massachusetts. This work, focused on members of the creative class (in particular artists and artisans), explored the influence and reach of individuals’ lifestyle choices in the community’s everyday life. His research interests include urban entrepreneurship, the creative class, grassroots movements, and socioeconomic development of communities.</td>
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<tr>
<td>Role</td>
<td>Name</td>
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<tr>
<td>Rutgers Cornwall Center Researcher</td>
<td>Kimaada Sills</td>
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<tr>
<td>Rutgers School of Public Administration Researcher</td>
<td>Jiahuan Lu</td>
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<td>RBS-PPCP Project Assistant</td>
<td>Tim McHugh</td>
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<td>Jersey City University Sub-Contract (Researchers)</td>
<td>EunSu Lee</td>
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<td>Amit J. Mokashi</td>
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<td>Administrative Staff</td>
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<td>Rutgers Bloustein School Research Associate</td>
<td>Ronald Quincy - TBD</td>
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<td>Dr. Quincy earned his Ph.D. from the College of Social Sciences at Michigan State University. He served as a member of the Governor of Michigan’s Cabinet, Director of the Michigan Department of Civil Rights, and Director of the Michigan State Office of Human Resources Policy and Special Projects. His other previous positions include the following: Associate Vice President, Assistant to the President, of Harvard University; Chief Operating Officer of the Martin Luther King, Jr. Center for Nonviolent Social Change; Executive Director/President of the Congressional Black Caucus Foundation, Inc.; President of the White House Fellows Association and Chairman, White House Fellows Foundation; Senior Management Consultant, Towers Perrin (the world’s 11th largest management consulting firm); and Foreign Policy Advisor, U.S. State Department, Africa Bureau.</td>
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## Rutgers University

### Purchasing Disparity Study Proposal Response for City of Jersey City

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<tr>
<th>Disparity Consultant</th>
<th>Gail Marquis</th>
<th><a href="mailto:sbdc@njcu.edu">sbdc@njcu.edu</a></th>
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<tr>
<td><strong>Gail Marquis</strong> is the Regional Director of the NJ Small Business Development Center (NJ SBD) at New Jersey City University (NJC) in Hudson County. Gail brings a wealth of knowledge and access within the community. She is also the Director of Community Relations for the School of Business and Director of the NJCU Business Development Incubator (BDI). In her capacity, Gail has revitalized the BDI by recruiting entrepreneurial businesses, start-ups and established small businesses to acquire office space and take advantage of the training and network provided. She has implemented Job Placement and Internship Programs for NJCU School of Business partnering with area companies to incorporate local talent at their businesses. Gail was named Regional Director of the NJ SBD at NJCU in 2016. She oversees a multilingual and diversified staff experienced in business counselling, funding, loan package development, seminars and certifications in a variety of industries. Gail is an Olympic Champion, Silver Medalist and former professional athlete. Her business background began while working at banks and...</td>
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<th>Researcher</th>
<th>Victor Nichols - TBD</th>
<th><a href="mailto:vnichols@dmcpublishingllc.com">vnichols@dmcpublishingllc.com</a></th>
<th><a href="http://dmcpublishingllc.com/">http://dmcpublishingllc.com/</a></th>
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<td><strong>Elise Boddie</strong> - TBD (May use Rutgers Law Students/Clerks)</td>
<td><a href="mailto:ecb95@law.rutgers.edu">ecb95@law.rutgers.edu</a></td>
<td><strong>Elise Boddie</strong>, a nationally-recognized expert in civil rights, was previously the director of litigation for the NAACP Legal Defense &amp; Educational Fund. She is a frequent public speaker and has appeared on MSNBC, NBC Nightly News, Democracy Now and National Public Radio and is the author of several articles. She holds a master’s degree in public policy in addition to her law degree.</td>
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| Supplier Research Survey Staff (Students) | Rutgers and Jersey City University Students | klyons@business.rutgers.edu |
### City of Jersey City

The following represents the total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in our project plan. We have also included a schedule of hourly rates (with hours) for all proposed project participants and the amount of time each person/entity will be devoted to this project.

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<td>Task 3 – Legal analysis and framework</td>
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<td><strong>Total</strong></td>
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Disparity Study Cost Proposal
City of Jersey City

Hourly rates and project hours. RBS-PPCP presents a schedule of hourly rates for all proposed key personnel/organizations and support staff. We also present the amount of time each entity will be devoted to this project.

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Reimbursable expenses. RBS-PPCP will complete all tasks related to the 2019 City of Jersey City Disparity Study for an amount not-to-exceed $181,750 inclusive of all professional fees and reimbursable expenses. Reimbursable expenses include travel costs and direct data purchases related to the disparity study. RBS-PPCP anticipates travelling as part of project initiation, public meetings, in-depth interviews, in-person presentations, and other project management meetings.
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A. ALEXANDER INC. FOR THE 2018 ROAD PROGRAM, ASPHALT RESURFACING, PROJECT NO. 2018-014-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City’s (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for the 2018 Road Program, Asphalt Resurfacing, Project No. 18-014-E for the Department of Administration/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, the City received (2) Bids, the lowest responsible bid being that from J. A. Alexander, Inc., 130-158 John F Kennedy Drive N, Bloomfield, New Jersey 07003, in the total bid amount of Two Million, Eight Hundred Twenty Five Thousand, Eight Hundred Seventy One ($2,825,871.60) Dollars and Sixty cents; and

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

WHEREAS, the total encumbrance amount of Two Million, Eight Hundred Twenty Five Thousand, Eight Hundred Seventy One ($2,825,871.60) Dollars and Sixty cents is available in Capital Account #04-215-55-150-990; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned J.A. Alexander, Inc. be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and be it further

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

(continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO J.A. ALEXANDER INC. FOR THE 2018 ROAD PROGRAM, ASPHALT RESURFACING, PROJECT NO. 2018-014-E FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Engineering, Traffic & Transportation

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-150-990</td>
<td>132306</td>
<td>Capital Acct  $2,825,971.60</td>
</tr>
<tr>
<td>04-215-55-150-991</td>
<td>132307</td>
<td>Capital Acct Contingency  $565,174.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Encumbrance  $3,391,145.92</td>
</tr>
</tbody>
</table>

Approved by

Peter Orsaino, Director of Purchasing, QPA

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Certification Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td>✓</td>
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</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET - CONTRACT AWARD

Primary Title of Ordinance/Resolution
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JA ALEXANDER, INC. FOR THE 2018 ROAD PROGRAM, ASPHALT RESURFACING, PROJECT NO. 18-014-E - VARIOUS LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager
Department/Division
Name/Title
Phone/email

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

Contract Purpose
This project involves improvements to various streets in Jersey City. Specifically, the work will involve milling, paving, traffic striping, new or replacement of obsolete or deteriorating catch basins, manholes, and water valve box castings. The proposed locations are coupled with the recently awarded 2018 Road Program concrete contract in order to ensure that all intersections within the paving limits are updated to include ADA compliant handicap ramps. Pedestrian safety and vehicular traffic flow will be improved, as well as the overall aesthetics of the roadway.

Cost (Identify all sources and amounts) Contract term (Include all proposed renewals)

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>Capital Account</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Req. #0184798 04-215-55-150-990</td>
<td>$2,825,871.60</td>
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<tr>
<td>20% Contingency</td>
<td>Capital Account</td>
<td>Amount</td>
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<tr>
<td>Req. #0184799 04-215-55-150-991</td>
<td>$565,174.32</td>
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<tr>
<td>TOTAL ENCUMBRANCE</td>
<td></td>
<td>$3,391,045.92</td>
</tr>
</tbody>
</table>

365 Calendar Days after issuance of Notice to Proceed

Type of award: Public Bid Award
If "Other Exception", enter type: N/A

Additional Information
There were five (5) bidders:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JA Alexander Inc., Bloomfield, NJ</td>
<td>$2,825,871.60</td>
</tr>
<tr>
<td>Smith Sondy, Wallington, NJ</td>
<td>$3,571,509.00</td>
</tr>
</tbody>
</table>

I certify that all the facts presented herein are accurate.

Signature of Municipal Engineer | Date
| 1/23/19 |

Signature of Business Administrator | Date
| 1/25/19 |

Signature of Purchasing Agent | Date
| 1/25/19 |
RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0184798 & 0184799

DEPT/DIV: Admin/Engineering

GOODS & SERVICES - NON BIDS

<table>
<thead>
<tr>
<th>Amending</th>
<th>Emergency</th>
<th>EUS</th>
<th>GSA</th>
<th>Ordinance</th>
<th>Pay to Play</th>
<th>Prof Service</th>
<th>State Contract</th>
<th>Library</th>
<th>Resolution</th>
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<tbody>
<tr>
<td>Quote/Proposal/Agreement</td>
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<td>Pay-to-Play, Political Contribution/B.E.D.</td>
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<tr>
<td>Legislative Fact Sheet/ Determination of Value</td>
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SUBJ: 2008 Road Program, Asphalt Resurfacing

Project No. 18-014E

PO # 132306 & 132307

BIDS

<table>
<thead>
<tr>
<th>Proposal Page/Amounts</th>
<th>Good &amp; Services</th>
<th>Construction</th>
<th>RFP's</th>
<th>RFP'S</th>
<th>Resolution</th>
<th>Open-End</th>
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<tbody>
<tr>
<td>Proposal Page/Amounts</td>
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<td></td>
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<tr>
<td>EEO/AA Compliance</td>
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<tr>
<td>BRC/Validation</td>
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<tr>
<td>Certification Regarding Suspension/Debarment</td>
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<td>Legislative Fact Sheet/ Determination of Value</td>
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</tbody>
</table>

Notes:

__________________________________________________

__________________________________________________
MEMORANDUM

DATE: January 9, 2018  
TO: Peter Folgado, Purchasing Director  
FROM: Brian Platt, Business Administrator  
SUBJECT: Award Recommendation  
2018 Road Program, Asphalt Resurfacing  
Jersey City Project No. 18-014-E

After a thorough review by the Department of Administration, Division of Engineering, Traffic and Transportation of two (2) bids received on September 20, 2018 for the above referenced project, I recommend that a contract in the amount of $2,825,871.60 be awarded to:

JA ALEXANDER, INC.  
130-158 JOHN F. KENNEDY DRIVE N  
BLOOMFIELD, NJ 07003

Kindly draft an awarding resolution as per the attached Fact Sheet. Please proceed and utilize the below listed requisitions, including a 20% contingency in the amount of $565,174.32 for a total amount of $3,391,045.92.

<table>
<thead>
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<th>Requisition #</th>
<th>Account #</th>
<th>Account Type</th>
<th>Amount</th>
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<tr>
<td>0184798 -B</td>
<td>04-215-55-150-990</td>
<td>Capital</td>
<td>$2,825,871.60</td>
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<tr>
<td>0184799 -C</td>
<td>04-215-55-150-991</td>
<td>Capital</td>
<td>$565,174.32</td>
</tr>
</tbody>
</table>

TOTAL: $3,391,045.92

Please do not hesitate to call me should you have any questions.

Brian Platt, Business Administrator

Attachments

cc: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering  
    Raquel Tosado, Contractor Manager  
    Paola Campbell, Purchasing Division  
    Dawn Odom, Supv. Adm. Analyst

WWW.JERSEYCI

GOV
<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>DESCRIPTION</td>
<td>250</td>
<td>$2.25</td>
<td>$562.50</td>
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<tr>
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<td>DESCRIPTION</td>
<td>200</td>
<td>$2.25</td>
<td>$450.00</td>
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<td>6</td>
<td>DESCRIPTION</td>
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<td>$100.00</td>
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</table>

---

**NOTE:** The table above includes a summary of the bid received on 09/20/2018 for the road program asphalt resurfacing project. The table detail the quantities, unit prices, and amounts for various items or services as described.
# SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO. 1</td>
<td>CONSTRUCTION SIGNS</td>
<td>1200 SF @ $0.01 per Square Foot</td>
<td>$12.00</td>
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<tr>
<td>NO. 2</td>
<td>CONSTRUCTION IDENTIFICATION SIGNS</td>
<td>2 Units @ $100.00 per Unit</td>
<td>$200.00</td>
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<tr>
<td>NO. 3</td>
<td>BREAKAWAY BARRICADES</td>
<td>20 Units @ $0.01 per Unit</td>
<td>$0.20</td>
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<tr>
<td>NO. 4</td>
<td>TRAFFIC DRUMS</td>
<td>200 Units @ $0.01 per Unit</td>
<td>$2.00</td>
<td></td>
</tr>
<tr>
<td>NO. 5</td>
<td>TRAFFIC CONES</td>
<td>500 Units @ $1.00 per Unit</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>NO. 6</td>
<td>INLET TYPE “A”, IF &amp; WHERE DIRECTED</td>
<td>1 Unit @ $4,000.00 per Unit</td>
<td>$4,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Proposal
ITEM NO. 7  INLET TYPE “B”, IF & WHERE DIRECTED
16 Units @ $ 4,000.00 per Unit      $ 64,000.00

Four thousand dollars
(Write Unit Price)

ITEM NO. 8  INLET TYPE “E”, IF & WHERE DIRECTED
2 Unit @ $ 5,000.00 per Unit      $ 10,000.00

Five thousand dollars
(Write Unit Price)

ITEM NO. 9  RECONSTRUCT INLET, TYPE “B”
USING EXISTING CASTING
IF & WHERE DIRECTED
2 Units @ $ 1,000.00 per Unit      $ 2,000.00

One thousand dollars
(Write Unit Price)

ITEM NO. 10 RECONSTRUCT INLET, TYPE “B”
USING NEW CASTING
IF & WHERE DIRECTED
30 Units @ $ 1,750.00 per Unit     $ 52,500.00

One thousand, seven hundred and
(Write Unit Price) fifty dollars

ITEM NO. 11  REPAIR CATCH BASIN WALL
400 SF @ $ 2.25 per Square Foot     $ 900.00

Two dollars and twenty five
(Write Unit Price) cents

Proposal  Page P-6
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>RESET INLET W/ NEW FRAME, CP BICYCLE SAFE GRATE</td>
<td>35</td>
<td>$75.00</td>
<td>$2,625.00</td>
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<tr>
<td>13</td>
<td>RESET INLET W/ EXISTING FRAME, CP BICYCLE SAFE GRATE</td>
<td>2</td>
<td>$450.00</td>
<td>$900.00</td>
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<tr>
<td>14</td>
<td>DRIVEWAY ACCESS BACKPLATE</td>
<td>4</td>
<td>$500.00</td>
<td>$2,000.00</td>
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<td>CURB PIECE TYPE “N”, 6”</td>
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<td>INLET FILTER, TYPE 2</td>
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Proposal Page P-7
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<th>Unit Price</th>
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<td>Catch Basin Trap</td>
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<td>$10.00</td>
<td>$200.00</td>
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<td></td>
<td>(Write Unit Price)</td>
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</tr>
<tr>
<td>19</td>
<td>Catch Basin Wall Plate</td>
<td>20</td>
<td>$10.00</td>
<td>$200.00</td>
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<td></td>
<td>(Write Unit Price)</td>
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<td>20</td>
<td>12&quot; Dip Class 52, If &amp; Where Directed</td>
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<td>$175.00</td>
<td>$21,000.00</td>
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<td>16&quot; Dip Class 52, If &amp; Where Directed</td>
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<td>$600.00</td>
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<td>(Write Unit Price)</td>
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<tr>
<td>22</td>
<td>3/4&quot; Washed Gravel Pipe Bedding</td>
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<td>$0.30</td>
<td>$9.00</td>
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<td></td>
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<td>(Write Unit Price)</td>
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<tr>
<td>23</td>
<td>9&quot; X 20&quot; Concrete Vertical Curb</td>
<td>468</td>
<td>$30.00</td>
<td>$14,040.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>(Write Unit Price)</td>
<td></td>
</tr>
</tbody>
</table>
ITEM NO. 24  CONCRETE SIDEWALK, 4" THICK

416 SY @ $60.00 per Square Yard  $24,960.00

Sixty Dollars
(Write Unit Price)

ITEM NO. 25  CONCRETE DRIVEWAY, 6" THICK, REINFORCED

20 SY @ $65.00 per Square Yard  $1,300.00

Sixty Five Dollars
(Write Unit Price)

ITEM NO. 26  DENSE GRADED AGGREGATE, 4" THICK
(IF & WHERE DIRECTED)

800 CY @ $0.01 per Cubic Yard  $8.00

One Cent
(Write Unit Price)

ITEM NO. 27  ASPHALT PRICE ADJUSTMENT

LS @ $1.00 per Lump Sum  $1.00

One Dollar
(Write Unit Price)

ITEM NO. 28  FUEL PRICE ADJUSTMENT

LS @ $1.00 per Lump Sum  $1.00

One Dollar
(Write Unit Price)

ITEM NO. 29  HMA MILLING, 3" OR LESS

125,000 SY @ $5.00 per Square Yard  $625,000.00

Five Dollars
(Write Unit Price)
ITEM NO. 30  HMA PATCH

200 Ton @ $ 10.00 per Ton $ 2,000.00

ITEM NO. 31  HMA 19M64 BASE COURSE, 6" THICK

2,100 Ton @ $ 0.01 per Ton $ 21.00

ITEM NO. 32  HMA 9.5M64 SURFACE SOURCE, 2" THICK

16,000 Ton @ $ 87.00 per Ton $ 1,392,000.00

ITEM NO. 33  GEOTEXTILE, PAVING FABRIC
(IF & WHERE DIRECTED)

5,000 SY @ $ 0.01 per Square Yard $ 50.00

ITEM NO. 34  EXCAVATION, UNCLASSIFIED

2,400 CY @ $ 0.01 per Cubic Yard $ 24.00

ITEM NO. 35  EXCAVATION TEST PITS

10 CY @ $ 0.01 per Cubic Yard $ 0.10

Proposal
ITEM NO. 36  TRAFFIC MARKINGS LINES LL
THERMOPLASTIC, 4" THICK

150,000 LF @ $0.56 per Linear Foot  $84,000.00

Fifty six cents
(Write Unit Price)

ITEM NO. 37  TRAFFIC MARKINGS SYMBOLS, LL
THERMOPLASTIC

12,000 SF @ $6.00 per Square Foot  $72,000.00

Six dollars
(Write Unit Price)

ITEM NO. 38  REGULATORY TRAFFIC SIGN W/STEEL POST

800 SF @ $39.00 per Square Foot  $31,200.00

Thirty nine dollars
(Write Unit Price)

ITEM NO. 39  RELOCATE EXISTING TRAFFIC SIGN ON
NEW STEEL POST

75 Units @ $165.00 per Unit  $12,375.00

One hundred and sixty five
(Write Unit Price) dollars

ITEM NO. 40  RELOCATE OR REMOVE EXISTING TRAFFIC SIGN

35 Units @ $165.00 per Unit  $5,775.00

One hundred and sixty five dollars
(Write Unit Price)
ITEM NO. 41  
RESET SEWER MANHOLE, 24"
USING NEW CASTING

175 Units @ $400.00 per Unit $75,000.00

One Thousand Dollars
(Write Unit Price)

ITEM NO. 42  
RESET SEWER MANHOLE, 30"
USING NEW CASTING

10 Units @ $1,800.00 per Unit $18,000.00

One Thousand, Eight Hundred
Dollars
(Write Unit Price)

ITEM NO. 43  
RESET WATER VALVE BOX WITH RISER

400 Units @ $0.01 per Unit $4.00

One Cent
(Write Unit Price)

ITEM NO. 44  
RESET WATER VALVE BOX
(RAISE / LOWER ENTIRE BOX)

10 Units @ $10.00 per Unit $100.00

Ten Dollars
(Write Unit Price)

ITEM NO. 45  
NEW WATER VALVE BOX ENTIRE ASSEMBLY

10 Units @ $15.00 per Unit $150.00

Fifteen Dollars
(Write Unit Price)

ITEM NO. 46  
NEW WATER VALVE BOX UPPER ASSEMBLY

10 Units @ $17.00 per Unit $170.00

Seventeen Dollars
(Write Unit Price)
ITEM NO. 47  DECORATIVE CROSSWALK
500 SF @ $26.00 per Square Foot  $13,000.00

(Twenty Six Dollars)
(Write Unit Price)

ITEM NO. 48  "NO PARKING DRIVEWAY"
TRAFFIC MARKING
150 Units @ $55.00 per Unit  $8,250.00

(Fifty Five Dollars)
(Write Unit Price)

ITEM NO. 49  INFRARED PAVING
1,000 SY @ $70.00 per SY  $70,000.00

(Seventy Dollars)
(Write Unit Price)

ITEM NO. 50  IMAGE DETECTOR
20 Units @ $6,000.00 per Unit  $120,000.00

(Six Thousand Dollars)
(Write Unit Price)

TOTAL BID PRICE

$2,825,871.60
(In figures)

Two Million Eight Hundred Twenty-Five Thousand Eight Hundred and Seventy-One Dollars and Sixty Cents-

(Price in Words - Dollars and Cents)
<table>
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<th><strong>STATE OF NEW JERSEY</strong></th>
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<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>J. A. ALEXANDER, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>130 JFK DRIVE NORTH</td>
</tr>
<tr>
<td></td>
<td>BLOOMFIELD, NJ 07003-3372</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0068626</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>January 04, 1979</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 24, 2019</td>
</tr>
</tbody>
</table>

**For Office Use Only:**
20190124103440680

VERIFIED

PC

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
CERTIFICATE NUMBER 0068626 FOR J. A. ALEXANDER, INC. IS VALID.
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. 34:11-66.48, 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:

J. Alexander, Inc.

Certificate Number 66617
Registration Date: 04/11/2018
Expiration Date: 04/10/2020

Responsible Representative(s):
Jose Rebimbas, President

Robert Asaro-Angelo, Acting Commissioner,
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.
(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted minority employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

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

The undersigned vendor certifies that he is in compliance with:

**EXHIBIT B**

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 of seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): 

Representative's Signature: 

Name of Company: 

Phone No.: 

Date: 

AA-10
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of **[City Name]** (hereafter "owner") do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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 solvency available to it under any other provisions of the Agreement or otherwise at law.

[Signature]
Representative's Name
[Signature]
Representative's Signature

Name of Company: [Company Name]

Date: 9-20-18

AA-15
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: J. A. Alexander Inc.
Address: 130 John F. Kennedy Dr. No. Blotkfeild, NJ
Telephone No.: 973-680-0220
Contact Name: Joseph J. Rebimbas

Please check applicable category:

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

Definitions:

Minority Business Enterprise

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

- **African American:** a person having origins in any of the black racial groups of Africa
- **Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- **Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- **American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: J. A. Alexander Inc.
Address: 130 John F. Kennedy Dr. PO. Box 194, E. Warenfield, NJ 07023
Telephone No.: 973-680-0220
Contact Name: Joseph J. Politihas

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [X] 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.
Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: 2018 Road Program  # 2018-014-E  
Contractor: J.A. Alexander Inc.  Bid Amt. $1,885,871.60

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Check appropriate column.</td>
</tr>
<tr>
<td>Electric</td>
<td>$110,640.00</td>
<td>✓</td>
</tr>
<tr>
<td>Striping</td>
<td>$195,300.00</td>
<td>✓</td>
</tr>
</tbody>
</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action.

CONTINUED ON NEXT PAGE
Form MWBE Contractor’s Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: 2018 Road Program  # 2018-0145
Contractor: J.A. Alexander Inc.  Bid Amt. $ 2,325,871.60

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Approx. $ Value</th>
<th>Minority or Woman Owned Business</th>
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<tr>
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<td>Check appropriate column</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minority</td>
</tr>
<tr>
<td>Electric</td>
<td>$110,640.00</td>
<td>✔</td>
</tr>
<tr>
<td>Striping</td>
<td>$195,300.00</td>
<td>✔</td>
</tr>
</tbody>
</table>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

AA-20
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx $ Value</th>
<th>Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>881 Electric Ave, Springfield, NJ</td>
<td>$101,640.00</td>
<td>✓ ✓</td>
</tr>
<tr>
<td>Stripping</td>
<td>680 East Street, Morristown, NJ</td>
<td>$195,300.00</td>
<td>✓</td>
</tr>
</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We give every business the opportunity to work with us.

We'll accept quotes from all businesses that meet state requirements.

Name of Contractor: JOSEPH D. POGUE, President

Type or print name/title: JOSEPH D. POGUE, President

Telephone No: 973-680-0220 Date: 9-20-18

For City Use:

Acceptable M/W Business Participation levels for this Project:

By ___________________________ Date: ___________________________
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
<th>Approx. $ Value</th>
<th>To Minority or Woman Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>61 Morris Ave, Springfield, NJ</td>
<td>$110,640.00</td>
<td>☑ ☑</td>
</tr>
<tr>
<td>Striping</td>
<td>Straight Edge Striping, 18 East Avenue, Franklin, NJ</td>
<td>$195,300.00</td>
<td>☑</td>
</tr>
</tbody>
</table>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We give every business the opportunity to work with us. We will accept quotes from all business that meet state requirements.

Name of Contractor

By: Signature

Type or print name/title: Joseph J. Robitak, President

Telephone No: 973-680-0720 Date: 9-20-18

For City Use:

Acceptable M/W Business Participation levels for this Project:

By ___________________________ Date: ___________________________

PURCHASING COPY
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BRAVE SHIFT LLC FOR LEADERSHIP, COACHING, AND TEAM DEVELOPMENT TRAINING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING Resolution:

WHEREAS, the Department of Health and Human Services requires a vendor to conduct leadership training and coaching services; and

WHEREAS, in conformity with N.J.S.A. 40A:11-8.1(a) the City of Jersey City ("City") informally solicited three quotes, including one from Brave Shift LLC, 101 BudSong Farm Road, Warwick, Rhode Island 02886 in the total amount of thirty three thousand dollars ($33,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Contractor 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 the Department of Health and Human Services 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 Grant Account:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-213-40-889-314</td>
<td>132429</td>
<td>$33,000.00</td>
</tr>
</tbody>
</table>

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

1. A contract award to Brave Shift LLC in the amount of $33,000.00 for leadership, coaching and team development training services is authorized.

2. The term of the contract shall be for one year effective March 1, 2019 through February 28, 2020.

3. 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 budgets.

4. 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

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BRAVE SHIFT LLC FOR LEADERSHIP, COACHING, AND TEAM DEVELOPMENT TRAINING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City.

6. 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, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account 02-213-40-869-314
PO # 132429
Total Contract $33,000.00

Approved by:

February 5, 2019

APPROVED:

APPROVED:

Business Administrator

Certification Required ""
Not Required

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
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<td></td>
<td></td>
<td>LAVARRO, PRES</td>
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<td></td>
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</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicates Vote

N.V.-Not Voting (Abstain)

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

Rogando-Lavarr, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BRAVE SHIFT LLC FOR LEADERSHIP, COACHING, AND TEAM DEVELOPMENT TRAINING SERVICES AND FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEALTH &amp; HUMAN SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>STACEY PLANAGAN</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.6560, <a href="mailto:SPlanagan@JGnj.org">SPlanagan@JGnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

A contract in the amount of $33,000 for professional consulting services is awarded to Braveshift LLC and the Purchasing Director is directed to have such a contract drawn up and executed;

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature]
Date: 1/30/19

Peter Folgado, Director of Purchasing
RPPO, QRA
Date: 1/3/19

RECEIVED
FEB 1, 2019
By: JC PURCHASING
DETERMINATION OF VALUE CERTIFICATION

I, Stacey Flanagan, of full age, hereby certify the following:

1. I am the Director of the Department of Health and Human Services.
2. The City requires leadership, coaching, and team development training services.
4. The administration’s recommendation is to award a contract to Braveshift, LLC.
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: 1/29/19

Stacey Flanagan, Director
Department of Health and Human Services

RECEIVED
JAN 30 2019
By: JC PURCHASING
# STATE OF NEW JERSEY
## BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Description</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxpayer Name:</td>
<td>BRAVEShift LLC</td>
</tr>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>101 Budlong Farm Road</td>
</tr>
<tr>
<td></td>
<td>Warwick, RI 02886-0288</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>2285503</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>November 14, 2018</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>February 05, 2019</td>
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For Office Use Only:

20190205091047421

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY NUMBER

2. TYPE OF BUSINESS
   □ 1. MANUFACTURING
   □ 2. SERVICE
   □ 3. WHOLESALE
   □ 4. RETAIL
   □ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTERPRISE

4. COMPANY NAME
   BraveShift LLC

5. STREET
   101 Buslding Farm Road
   City
   Wavvick
   County
   Kent
   State
   RI
   Zip Code
   02886

6. NAME OF PARENT OR AFFILIATED COMPANY (IF ANY), CITY, STATE, ZIP CODE

7. CHECK ONE: IS THE COMPANY:
   □ SINGLE-ESTABLISHMENT EMPLOYER
   □ MULTIPLE-ESTABLISHMENT EMPLOYER

8. IF MULTIPLE-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NO:

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. TOTAL NUMBER OF EMPLOYEES AT CURRENT ESTABLISHMENT

11. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED
   □ 1. Visual Survey
   □ 2. Employment Record
   □ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
   From: n/a
   To: n/a

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?
   □ YES  □ NO

15. IF NO, DATE LAST REPORT SUBMITTED
   MO. DAY YEAR

SECTION B - EMPLOYMENT DATA

JOBCATEGORIES

<table>
<thead>
<tr>
<th>ALL EMPLOYEES</th>
<th>PERMANENT MINORITY/SEX MINORITY EMPLOYEE BREAKDOWN</th>
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<tbody>
<tr>
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<tr>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Technicians</td>
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</tr>
<tr>
<td>Sales Workers</td>
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</tr>
<tr>
<td>Office &amp; Clerical</td>
<td>0</td>
</tr>
<tr>
<td>Craftworkers (Skilled)</td>
<td>0</td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td>0</td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>0</td>
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<tr>
<td>Service Workers</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1</td>
</tr>
</tbody>
</table>

The data below shall NOT be included in the figures for the appropriate categories above.

16. NAME OF PERSON COMPLETING FORM (Print or Type)
   Dan Doucette

17. ADDRESS NO. & STREET
   101 Building Farm Road
   City
   Warwick
   County
   Kent
   State
   RI
   Zip Code
   02886
   Phone (Area Code, No.,Extension)
   347-413-3463

18. SIGNATURE
   [Signature]

19. TITLE
   Sole Proprietor

20. DATE
   MO. DAY YEAR
   2 4 19
APPENDIX A

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

The contractor and the [Principles' or [Business Name] (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefits, 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 claims 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, 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: [Name/Title]
Representative's Signature: [Signature]
Name of Company: [Business Name]
Tel No.: [Phone Number]

Date: [Date]

RECEIVED

By: [Signatory]

FEB - 4 2019
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 conformance with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. 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.A.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Coach, Professional Services and General Service Contractors
(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.A.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): David Doucette, Purchasing
Representative’s Signature: ________________________________
Name of Company: Brave Shift LLC
Tel. No.: 347-413-3463 Date: 1/29/19

RECEIVED
FEB - 4 2019
By: JC PURCHASING
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: Brave Shift LLC

Address: 107 Budlong Farm Road Narcut, RI 02886

Telephone No.: 347-417-3463

Contact Name: Daniel Davis

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: BraveShift L.L.C

Address: 191 Building Farm Road, NARWAL R.D, 07396

Telephone No.: 347-413-3463

Contact Name: Daniel Douville

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION 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

BravoShift LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/24/19** (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 BravoShift 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: BravoShift LLC

Signed ____________________________ Title: sole proprietor

Print Name: Daniel Doucette Date: 1/4/19

Subscribed and sworn before me this 30 day of January 2019.

My Commission expires: (Affiant)

EMMA GUARINO (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-BID AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavazza for Councilman</td>
<td>Friends of Richard Boggiato</td>
</tr>
<tr>
<td>Friends of Joyce Waterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jeanine Robinson</td>
</tr>
</tbody>
</table>

Part II – Ownership Disclosure Certification
☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:
☐ Partnership       ☐ Corporation   ☑ Sole Proprietorship   ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Daucette</td>
<td>10 Building 3rd Floor, Hackensack, NJ 07601</td>
</tr>
</tbody>
</table>

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: Braeoshi LLC
Signature of Affiant: Daniel Daucette
Printed Name of Affiant: Daniel Daucette
Title: Sole Proprietor
Date: 1/14/19

Subscribed and sworn before me this 14th day of January, 2019.
My Commission expires: 1/31/2024
Notary
[Signature]
[Seal]
# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

## Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Brave Shift LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>111 Building 11th Road</td>
</tr>
<tr>
<td>City:</td>
<td>Newark</td>
</tr>
<tr>
<td>State:</td>
<td>RI</td>
</tr>
<tr>
<td>Zip:</td>
<td>02886</td>
</tr>
</tbody>
</table>

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>

Daniel Delcalzo

Sale Proprietor

## 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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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</tbody>
</table>

- [ ] Check here if the information is continued on subsequent page(s)
BRAVESHIFT LIGHtheARTED LEADERSHIP™ PROGRAM

BraveShift will apply its proprietary Lighthearted Leadership™ model and draw elements from its Strategy of Belonging™ program to conform with CCL’s boundary-spanning model while providing even broader tools for strengthening team collaboration across JCHHS.

The Strategy of Belonging™ aims to foster teamwork through three disciplines of inclusivity: exploring identity with reference to shared values, leveraging difference with reference to a strategic vision, and discovering connections with reference to core programs and services. By establishing an inclusive team mindset and practices, each individual finds a stronger sense of connection to the collective purpose.

Lighthearted Leadership™ places equal emphasis on self-awareness, relationship-building and strategic thinking. The model’s Five “personas” embody core traits and roles for leaders to cultivate to adjust to context and consider diverse perspectives: trusting steward, generous mentor, humble student, empathetic diplomat, and resilient visionary.

Executive Coaching Component - $8,000

1. Introductory goal-setting session
2. 8 virtual one-on-one coaching sessions
3. Regular email check-ins as needed
4. Allowance for 6 hours strategy consulting
5. Close-out goal-setting

Leadership Team Development Component - $25,000

1. Introductory podcast/video + program guide
2. Grounding and goal-setting workshop
3. Leadership model podcast/video
4. Leadership training workshop
5. 4 small group coaching sessions
6. 3 group feedback podcast/videos
7. Mid-way group progress workshop
8. Closing future-casting workshop

All activities conducted from January to October 2019.
JCHHS'S narrative to the Kresge Foundation describes the purpose of the leadership development component as follows:

To adopt JCHHS's new role, both the lead and co-lead will seek executive coaching, which will help hone their abilities to build cross-sector collaboration and lead strategy development. The co-lead will also enroll in public health leadership courses to strengthen her skills and competencies for advancing JCHHS's Public Health Strategist role. To work effectively both amongst departments and with community partners, the agency leadership team and Jersey City Division directors will also be trained in lateral leadership skills.

JCHHS's Director has further described the desired outcomes for all members of the leadership team as well as Community Health Workers to be:

- collaborating cross-functionally and managing up
- engaging with communities and partner organizations
- making effective use of data to inform decision-making

JCHHS has identified The Center for Creative Leadership's “boundary-spanning” model as the basis for shaping the learning content. Boundary-spanning leadership encourages one to break out of vertical thinking—exercising leadership through hierarchy—and to adopt horizontal thinking. This way, one envisions exercising leadership across organizational functions, amongst partners, across geographies, etc. Its purpose is to generate innovative thinking through diversity and create alignment across boundaries in support of a shared vision.
Lateral Leadership Training
Prepared for Jersey City Department of Health and Human Services
Goals and Deliverables

- Design a program tailored to the specific needs of the Jersey City Department of Health and Human Services
  - Discovery and design process
  - Blended learning journey
  - Leadership Coaching
Learning Outcomes

- Explore the Direction, Alignment, Commitment (DAC) model of leadership
- Learn to engage in dialogue with groups of people
- Discover how to seek, use, and deliver feedback for greater leadership impact
- Gain insight into the skills needed to influence strategically
- Begin to apply the six Boundary Spanning Leadership practices and associated tools to your leadership challenges
Proposed Program Design

3-6 Month Learning Journey
This initiative will include assessment, virtual learning, and face-to-face learning.
## Investment

<table>
<thead>
<tr>
<th>Component</th>
<th>Estimated Pricing</th>
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</thead>
<tbody>
<tr>
<td>Design</td>
<td>$5,000</td>
</tr>
<tr>
<td>The Leadership Conversation Virtual Course</td>
<td>$3,000</td>
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<tr>
<td>- Pricing reflects 15 participants</td>
<td></td>
</tr>
<tr>
<td>Session 1: Face-to-Face</td>
<td>$5,547</td>
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<tr>
<td>- For up to 6 participants</td>
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</tr>
<tr>
<td>Session 2: Face-to-Face</td>
<td>$9,520</td>
</tr>
<tr>
<td>- For up to 15 participants</td>
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</tr>
<tr>
<td><strong>Total Investment</strong></td>
<td><strong>$23,067</strong></td>
</tr>
<tr>
<td>Virtual Coaching Engagement</td>
<td>$10,000</td>
</tr>
<tr>
<td>- For 2 participants</td>
<td></td>
</tr>
</tbody>
</table>

*This price is only an estimate based on initial conversations. Investment estimates will be updated based on the final design of the program. Pricing may vary depending on the plan of assessments and materials in each session. All travel-related expenses (transportation, meals, accommodations, shipping, taxes, etc.) incurred by CCL staff for the delivery of this program will be the responsibility of the Client. Travel expenses are expected to be around $1,200 for each trip. CCL staff traveling to Client site will make travel arrangements through the CCL travel office and will adhere to CCL's written travel policies.*
The Leadership Conversation (TLC) provides access to leadership development through a collaborative learning platform. TLC blends the best of self-directed learning with an online, team-driven approach, designed to benefit and engage leaders from across generations and across all levels within an organization. It includes four, structured, research-driven programs, with each program taking 6-8 hours to complete.
Direction, Alignment, Commitment (DAC Model)

DAC theory is a leadership framework for producing direction, alignment, and commitment in a collective team or organization. Often, the formal responsibility for achieving DAC falls to a particular leader or a small group of leaders. Yet the process requires the involvement of all group members working together effectively to produce collective outcomes.

Direction:
Agreement in the group on overall goals, aims and mission

Alignment:
Effective organization and coordination of work within the group

Commitment:
Mutual responsibility for the group and the benefit of the collective

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SBI Feedback Model

SBI™ is CCL's feedback model that anchors the situation in a time and place, describes the behavior, and explains the impact to the observer. Participants use this model to gather feedback on other participants to help them prepare to deliver feedback to each other.

This succinct method helps positive feedback hit home and keeps negative feedback from being tarnished by charged emotions. It's the bedrock of our feedback workshops, and a key component of our assessment and coaching practices.
Influence

Good leadership requires having strong influence skills. Whether it’s influence without authority, influencing change, or influencing the senior leadership agenda, the ability to influence is key for leader success. Influence is a process and not just an event.
Boundary Spanning Leadership is the capability to create direction, alignment, and commitment across boundaries in service of a higher vision or goal. The six practices include buffering, reflecting, connecting, mobilizing, weaving, and transforming — each offering numerous tactics for implementation.
Leadership Coaching Process

Phase One: "Good Fit"
Coaching will pre-select coaches for 15-20 minute "good fit" conversations.

Phase Two: Orientation
A one-hour telephone call to discuss potential use of assessments, involvement of key stakeholders, and desired outcomes.

Phase Three: Assessment
May include a 360 survey and personality assessments. During an optional full-day, on-site visit, the coach will interview key stakeholders about what it will take to be successful.

Phase Four: Action Planning
The results of the assessments generate key insights into the current situation. Then, together with the coach, an action plan is created.

Phase Five: Coaching
A series of structured coaching sessions to implement the action plan. The aim is to make the action plan become reality, and learn along the way.

Phase Six: Coaching
A series of structured coaching sessions to implement the action plan. The aim is to make the action plan become reality, and learn along the way.

Phase Seven: Evaluation
A final three-way conversation with the leader's manager to discuss impact, and evaluate the overall coaching engagement.

Phase Eight: Alignment
A final three-way conversation with the leader's manager to discuss impact, and evaluate the overall coaching engagement.
At CCL, we partner with you to create leaders who transform the world.

Leadership is all we do. But our approach is distinct. We work with you to discover your priorities and customize our unique leadership solutions to best fit your needs. We create leaders who move their worlds.

We deliver results that matter — sustained impact for you, your business and the world.

Our mission is to advance the understanding, practice and development of leadership for the benefit of society worldwide.

And we're GREAT at what we do.

A glimpse at our impact:

- 130 countries reached every year
- More than 35,000 lives touched annually
- Over 470,000 alumni
- 1,600 employees & associates

We're consistently ranked by the Financial Times as one of the top providers of executive education worldwide.
Contact Information

Lynn Fick-Cooper
Managing Director, Societal Advancement
(336) 286
fickl@ccl.org

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Manager of Corporate & Foundation Relations
(336) 286
gentryc@ccl.org

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Population Health Portfolio Leader
(336) 286
williamsa@ccl.org

Taylor Logan
Business Partner
(336) 286 4078
logant@ccl.org

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CONSULTING PROJECT: ORGANIZATIONAL ALIGNMENT + LEADERSHIP COACHING

Prepared for: Stacey Flanagan, Director + Linda Ivory, Director of Community Health + Wellness
Department of Health + Human Services, City of Jersey City, N.J.
Prepared by: The Group Forward, LLC :: Facilitation + Consulting Firm
Point of Contact: Hannah Dublin, Principal
Submitted for Review: October 19, 2018
ABOUT THE GROUP FORWARD

The Group Forward helps organizations strategically build positive team dynamics, engaged learners and caring communities. Some call this work organizational development; we just call it moving groups forward.

We’ve worked with a broad range of organizations in a variety of industries—from schools and nonprofits to startups and Fortune 100 companies—who are all facing the similar challenge of creating an environment where employees can flourish and produce their best work.

MOVING GROUPS FORWARD

As an organization, we believe strongly in inclusive participation. We continually strive to create opportunities where people feel empowered and heard, and are able to fully participate in their environment.

WE BELIEVE
work should be fun
and that people should **ENJOY IT**.

WE BELIEVE
**teams can do more GOOD IN THE WORLD**
when they are aligned.

WE BELIEVE
that inclusive participation is a key reason for
**success**.
OUR TRAINING OFFERS:

THE GROUP FORWARD PROVIDES TRAININGS IN:

effective meetings

FACILITATION

leadership development

managing teams and people

Effective communication
THE GROUP FORWARD FACILITATES A VARIETY OF SESSIONS, INCLUDING:

- Alignment
- Action Planning
- Staff Retreats and off-sites
- Team Building
- Strategic Planning
- Innovation
- Design Thinking
- Consensus Building
- Qualitative Evaluation
PROJECT OBJECTIVES:

Jersey City Department of Health + Human Services stated goals for this project are:

1. For Stacey Flanagan + Linda Ivory to receive Executive Coaching on the topics of leadership, culture change and team dynamics throughout 2019's Transformational Process (Two 60-90 minute sessions per month / Director)

2. For the Division Directors and Select Staff from Community Health + Wellness to learn lateral leadership skills to optimize collaboration across departments and sectors

WHAT WE HEARD:

In a discovery call with Linda Ivory and Stacey Flanagan to better understand the objectives of this project, we heard the desire for the following elements to be included in group session design + coaching sessions:

- **We need a mindset shift:** we need to create a culture where, starting with our directors (and then to follow to their teams), the department truly owns the urgency and vision behind the impact-focused transformation.

- **We need our department leaders to make faster and different decisions:** aligned with how we’ll do the work moving forward. We need all leaders to be accountable to the transformational process goals and own the work with us.

- **After a shifted mindset, we need the tools + training to support department wide behavior change:**. We need the training to feel relevant and easy to implement into our day to day work.
THOUGH MORE DISCOVERY IS NEEDED TO DECIDE WHAT TYPES OF SESSIONS ARE THE RIGHT FIT FOR THE DEPARTMENT - HERE ARE A SAMPLE OF OPTIONS:

### SESSION CONCEPTS + IDEAS

<table>
<thead>
<tr>
<th>SESSION TYPE</th>
<th>SESSION CONCEPT</th>
</tr>
</thead>
</table>
| Facilitated Sessions that Result In Group "Buy-in" / Ownership of the Transformation Process | - Sessions would allow space for staff to understand the plan, identify their hesitations, outline their challenges, connect to the potential impact of the vision, and plan for how to do the work - by bringing their teams into the process for complete ownership of the process and experience.
- This session creates the space and invitation for a "senior level mindset shift" for WHY, WHAT and HOW we do the work of the Department of Health and Human Services.
- These sessions allow humans to share their concerns and excitement for the future of the department and build group consensus on what to do next. |
| Training Topics | - **Conflict Resolution**: How to managing conflict in a healthy and positive way, tools to use and practice the skills (4 hours)
- **Effective Feedback Skills**: How to give effective feedback that is direct and linked to positive behavior change, tools to use and practice the skills (3 hours)
- **Building a Positive Team Dynamic**: Learn theory, tools and study cases of how positive team cultures were created, how leaders + internal staff designed this and what the outcomes were.
- **How to run effective and meaningful meetings**: learn how to design, deliver and run effective meetings that keep the group engaged and allow you to achieve your objectives
- **Effective Communication**: Learning to be brief in communication, work faster, be more focused and make decisions faster that allow for greater impact
- **Staff motivation**: learn models for how better motivate and engage your staff in the work of the transformation
- **Storytelling**: Learning to more effectively communicate the stories of our transformation and build momentum in our work - both internally and externally |
| Session Type: Design Thinking + Innovation Workshops | - In a 2-day session, the group will learn the methodologies to Human Centered Design (sometimes known as Design Thinking) that leads to creating solutions that people want. This mindset teaches the idea that you must first build something out of an empathetic place - and test test test to see if it works! This puts us in a "maker", "try it and test it" in service of learning" mindset - that allows for a lean way to approach problem solving in dynamic ways.
- Staff will walk away with solutions they can implement and techniques and tools for how to collaborate more effectively in the work they do in their department and divisions |
<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:30-11:00am</td>
<td>Session: Department Retrospective // Trends Analysis of our Department Wide Work</td>
<td>Full Group participatory session that maps the past work, current realities and future work of the Department of Health and Human Services. This session will allow the group to identify successes, challenges and opportunities in the department. The group will collectively react on their concerns and excitement to make a greater impact in their divisions + department wide work.</td>
</tr>
<tr>
<td>11:00-12:00</td>
<td>Session: Future Casting // The Impact of our Transformational Vision</td>
<td>A dynamic session that allows Stacey + Linda to share the WHY Transformational Vision + allow deep engagement from the division directors to understand the need and potential impact of our work if we accomplish our department wide transformation</td>
</tr>
<tr>
<td>12:00-1:00pm</td>
<td>Working Lunch: Obstacles to our Vision</td>
<td>In smaller breakout groups, Division Directors to identify the obstacles they see to unleashing the vision from their division’s perspective. The group to report back on these obstacles.</td>
</tr>
<tr>
<td>1:00-2:30pm</td>
<td>Session: From Obstacles to Opportunities</td>
<td>Once the group has transparently named the obstacles to unleashing the vision, the group can turn their attention to the work that needs to get done in order to make the vision a practical reality. In this session, the group will spend time actively ideating on the ways we can overcome the obstacles and turn them into opportunities. [Anticipated Outcome: the group to identify tools, resource, training needs, ways of working]</td>
</tr>
<tr>
<td>2:30-4:00pm</td>
<td>Session: How we'll do the work</td>
<td>Once the group has identified the opportunities [tools, resources, training, supports, ways of working] we will focus on operationalizing the work. Further, Division Directors will identify the ways they want their teams to be brought into the transformation process + vision.</td>
</tr>
<tr>
<td>4:30-5:00pm</td>
<td>Session: You can Count on Me...</td>
<td>As a way to reflect on the day, the group will identify the actions they plan to take and what the other directors can count on them to accomplish + amplify. [The group to create on-going communication + working groups to continue the actions from this session]</td>
</tr>
<tr>
<td>4:30-5:00pm</td>
<td>Wrap-Up + Next Steps</td>
<td>Based on the outcomes of the day, we will identify what the next steps are, who is doing what and what people can expect next.</td>
</tr>
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### Sample Agenda of a Coaching Call

<table>
<thead>
<tr>
<th>Time</th>
<th>Segment</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>0:00 - 0:10</td>
<td>Updates on the Department</td>
<td>General updates about the transformation, timeline + work so far.</td>
</tr>
<tr>
<td>0:10 - 0:30</td>
<td>Identify Culture Carriers in the Transformational Process</td>
<td>Map the people in your department who are owning the mind shift we need to make this transformation happen - who are they and how can we elevate / reward them for their work + attitude?</td>
</tr>
<tr>
<td>0:30 - 0:45</td>
<td>How to respond to the skeptics</td>
<td>Review tools and practice what you can say and do to manage directors / staff members how are skeptical about the transformational process so far</td>
</tr>
<tr>
<td>0:45 - 0:75</td>
<td>Case Study</td>
<td>Let's review a quick study of how x organization managed y type of culture change, What are the relevant learnings and what could you adopt into your transformation right now?</td>
</tr>
<tr>
<td>0:75 - 0:85</td>
<td>Hot Topics + Relevant Task Support</td>
<td>Example form the Coach: “What are the specific challenges you’ve faced in the last 2 weeks that you want advice, ideas or feedback on from me?”</td>
</tr>
<tr>
<td></td>
<td>Example Question for the Coach: “I have an up-coming meeting with x team members and I want to get them “bought in” to the transformational plan, how should I use my 1 hour meeting to do this? Here are my ideas so far - what else would you do?”</td>
<td></td>
</tr>
<tr>
<td>0:85 - 0:90</td>
<td>Wrap-Up + Next Steps</td>
<td>Let's schedule our next call and identify themes you want to learn about / what coaching on.</td>
</tr>
</tbody>
</table>
## SERVICE FEES

<table>
<thead>
<tr>
<th>Project Description + Deliverables</th>
<th>Timeline</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td><strong>DISCOVERY</strong> // In order to better understand the work, culture and transformation process plans - The Group Forward will conduct discovery interviews and read materials to be given a full scope of work. Discover might happen at different stages before a given full workshops session. All discovery work is in the context of building a relevant facilitated session and/or training workshop.</td>
<td>Timeline to be dictated by the session content and topic.</td>
<td></td>
</tr>
<tr>
<td><strong>FACILITATED SESSIONS + TRAINING WORKSHOPS //</strong> For Division Directors and Selected Staff. From Community Health + Wellness to team lateral leadership SKILLS to optimize collaboration across departments and sectors.</td>
<td></td>
<td><strong>$20,500</strong></td>
</tr>
<tr>
<td>- Estimating 4 In-Person Full Day Facilitated Sessions with different stakeholders in each session. - The topics and objectives of each sessions to be decided with Linda + Stacey + further organizational discovery relative to the session we are planning. - Sessions to be scheduled but likely: Session 1: Late January/ Early February Session 2: Late March/ Early April Session 3: June Session 4: September</td>
<td></td>
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</tr>
<tr>
<td><strong>COACHING SESSIONS //</strong> 60-90 minutes per session / on the topics of leadership, culture and team dynamics. 2 Coaching Calls for Linda every per month for 1 year. 2 Coaching Calls for Stacey Flanagan per month for 1 year. Coaching Sessions Delivered by Video Conference, Phone or In-Person (Schedule to TBD based on availability). 2 weeks)</td>
<td>One 60-90 minute coaching session = <strong>$200</strong></td>
<td><strong>$12,000</strong></td>
</tr>
<tr>
<td>Format/topics could include: Real-time challenge consultations, shared knowledge, case studies + key learning + tool exchange.</td>
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<tr>
<td><strong>TOTAL SERVICE FEE</strong></td>
<td></td>
<td><strong>$32,500</strong></td>
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<tr>
<td>Client to be billed for expenses related to this project would go exclusive e.g. the chart, email, session worksheets price to request ret and travel. (Client may pay for expenses up front if desired).</td>
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NEXT STEPS
TO MOVE FORWARD WITH US

REVIEW THIS PROPOSAL
+ SET-UP OUR NEXT PLANNING CALL

Thank you for the opportunity to showcase our value in this proposal. We believe we are the right partner organization to collaborate with The Department of Health & Human Services to design experiences and support with the right leadership development you want for your staff. We hope you agree.

The Group Forward, LLC... Facilitation + Consulting Firm.
Point of Contact: Hannah Dubin, Principal
Direct Phone Number: 917-608-3857
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Self Contained Breathing Apparatus (SCBA) is a device worn by rescue workers, firefighters, and others to provide breathable air in an immediate danger to life and health atmosphere; and

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

WHEREAS, AAA Emergency Supply Company Inc., 535 North Broadway, White Plains, New York is an authorized dealer and distributor of Scott Health & Safety who is in possession of State contract A80961, and will provide Self Contained Breathing Apparatus (SCBA) parts for a total amount of one hundred thousand dollars ($100,000.00); and

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Encumbrance</th>
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<tbody>
<tr>
<td>01-201-25-265-210</td>
<td>132389</td>
<td>A80961</td>
<td>$100,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

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

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

1. A contract in the amount of $100,000.00 is awarded to AAA Emergency Supply Company, Inc. for the Self Contained Breathing Apparatus (SCBA) parts.

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

3. The term of the contract shall be effective February 15, 2019 through December 31, 2019.

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.

5. Pursuant to N.J.A.C. 5:30-5.5(a), the award of this contract is subject to the availability and appropriation of funds in the fiscal year 2019 temporary and permanent budgets.

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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:

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<td>$5,000.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Folseco, Director of Purchasing
PP/PWRR 1/30/19

APPROVED: □
APPROVED AS TO LEGAL FORM: □
Corporation Counsel
Certification Required □ Not Required □
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
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<th>N.V.</th>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

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

Robert J. Laveen, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

Department/Division: Public Safety
Name/Title: Steven McGill
Phone/email: 201-547-4262, sjmcgill@njicps.org

Resolution Purpose

For parts for the SCBA (self-contained breathing apparatus) a device worn by firefighters to provide breathable air for first responders.

I certify that all the facts presented herein are accurate.

[Signature] 1/3/19
Director of Department Director

[Signature] 1/3/19
Director of Purchasing
RPO, QFA
Notice of Award  
Term Contract(s)  

T-0790  
FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT  

<table>
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<th>Vendor Information</th>
<th>Authorized Dealers</th>
<th>By Vendor</th>
<th>RFP Documents</th>
<th>Email to KATE POPSE</th>
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**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)  
The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip website.  
Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe website.  

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<td>Ben Grove</td>
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<td></td>
<td>Continental Fire &amp; Safety**</td>
<td>Gregory Gore</td>
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<td>Firefighters Equipment Co.**</td>
<td>John Yawger</td>
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<td>AAA Emergency Supply</td>
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| Vendor Name & Address: | SUITE A  
QUAKERTOWN, PA 18951 |
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<td>Contact Phone:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

| Vendor Name & Address: | SCOTT HEALTH & SAFETY  
4320 GOLDMINE RD  
MONROE, NC 28110 |
<table>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>JENNIFER MINNIS</td>
</tr>
<tr>
<td>Contact Phone:</td>
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<td>Order Fax:</td>
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<td>YES</td>
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</tbody>
</table>

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

| Vendor Name & Address: | STANFIELDS LTD  
1 LOGAN ST  
TRURO NS  
CANADA B2N5C2, |
<table>
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<tr>
<td>Contact Person:</td>
<td>F.THOMAS STANFIELD</td>
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<tr>
<td>Contact Phone:</td>
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<tr>
<td>Order Fax:</td>
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<td>Contract #: 80961</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>AAA EMERGENCY SUPPLY CO INC</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>MARIO G MANFREDDI</td>
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<td>MUNICIPAL EMERGENCY SERVICES INC</td>
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<tr>
<td>Contact Person:</td>
<td>ANDREW E POMPE</td>
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<td>Contact Phone:</td>
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<td>NAT ALEXANDER CO INC</td>
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<tr>
<td>Contact Person:</td>
<td>LEE J TAMBUERINO</td>
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<td>Contact Phone:</td>
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<td>Contact Person:</td>
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<td>Contact Phone:</td>
<td>732-968-2121</td>
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<td>Dealer/Distributor Name &amp; Address:</td>
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<td>SCOTT T COLARUSSO</td>
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<tr>
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<td><strong>DESCRIPTION/MFG/BRAND</strong></td>
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<td>COMM CODE: 340-34-036624 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]</td>
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<td><strong>ITEM DESCRIPTION:</strong></td>
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<td>12/12/11 (LIST PRICE) P/L #: REV. NEW</td>
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<th>Contract Number: 80961</th>
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<td><strong>DESCRIPTION/MFG/BRAND</strong></td>
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<td>00042</td>
<td>COMM CODE: 340-34-041065 [FIRE PROTECTION EQUIPMENT AND SUPPLIES]</td>
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<tr>
<td><strong>ITEM DESCRIPTION:</strong></td>
<td>PASS DEVICE - SCOTT AVIATION (PERSONAL ALERT SAFETY SYSTEM)</td>
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<td>DESCRIPTION/MFGR/BRAND</td>
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<td>COMM CODE: 340-34-029091 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SCBA - SCOTT AVIATION (SELF CONTAINED BREATHING APPARATUS) MUST BE IN FULL COMPLIANCE WITH NFPA 1981-1987 EDITION, NIOSH AND OSHA CFR-29 1910.156(CR) STANDARDS P/L DATED: 2/1/12 - COMMERCIAL</td>
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<td>00019</td>
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<td>00065</td>
<td>COMM CODE: 340-07-029143 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SEARCH &amp; RESCUE/VEHICLE EXTRICATION EQ. BRAND: TEMPEST TECH. CORP. P/L DATED: 7/1/11 - LIST PRICE</td>
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<td><strong>STATE OF NEW JERSEY</strong></td>
<td></td>
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<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
<td></td>
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</table>

| **Taxpayer Name:** | AAA EMERGENCY SUPPLY CO., INC. |
| **Trade Name:** |  |
| **Address:** | 635 NORTH BROADWAY |
| | WHITE PLAINS, NY 10603-2408 |
| **Certificate Number:** | 1084658 |
| **Effective Date:** | September 03, 2004 |
| **Date of Issuance:** | January 29, 2019 |

For Office Use Only:
20190129082925305
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2016 to 15-MAR-2023.

AAA EMERGENCY SUPPLY CO., INC.
635 NORTH BROADWAY
WHITE PLAINS NY 10063

FORD M. SCUDDER
Acting State Treasurer
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 consent to comply with

EXHIBIT A
N.J.S.A. 10B-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 understanding 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. 10B-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):
Representative's Signature:
Name of Company: AAA Emergency Supply Co. Inc.
Tel. No.: 914-949-0512

Date: 03/01
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner of American Emergency Supply Co., Inc. (hereafter "owner") do hereby agree that the provisions of Title I of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §§ 12101 et seq.), which prohibit 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, damages, 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, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from any action or administrative proceeding or incurred in connection therewith. In any and all claims 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 obligations 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name: [Signature]
Representative's Title: [Title]
Representative's Signature: [Signature]
Name of Company: American Emergency Supply Co., Inc.
Tel. No.: [Number]

14-9318
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: A&M Emergency Supply Co. Inc.
Address: 635 North Broadway, White Plains, NY
Telephone No.: 914-949-0512
Contact Name: [Signature]

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: AAI Emergency Supply Co., Inc.
Address: 635 North Broadway, Westfield, NJ 07090
Telephone No.: 908-749-0812
Contact Name: Andrew Garcia

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
January 23, 2019

Sir:
The following supplies /materials are herein requisitioned for the use of this unit.

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Approved as essential: Fax to AAA On: TBD
Respectfully, Order By: FF E. WILLIAMS

MSU-A #2013

Signature Battalion Chief

Deputy Chief
JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

REQUISITION
FROM: MSU

January 23, 2019

Sir:
The following supplies /materials are herein requisitioned for the use of this unit.

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<td>33481-007 PIN-SPRING .062OD X .500L</td>
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Approved as essential: [Signatures]
Fax to AAA On: TBD
Order By: F.F. WILLIAMS
MSU-A #2013

Respectfully,

[Signature]

Signature Battalion Chief

Deputy Chief
JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

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January 23, 2019

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<td>36755-02 HANDWHEEL ASSEMBLY</td>
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<td>804194-01 COVER ASSEMBLY, BUTTON</td>
<td>MSU</td>
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<td>5</td>
<td>804426-01 WAIST BELT ASSY (FEMALE BUCKLE)</td>
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</tr>
</tbody>
</table>

Approved as essential:  
Fax to AAA On: TBD  
Order By: FF E. WILLIAMS  
MSU-A #2013

Respectfully,

Signature Battalion Chief  

Deputy Chief
JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

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<tbody>
<tr>
<td>2</td>
<td>200674-08GAUGE ASSY, AIR-PAK, 5500 PSIG</td>
<td>MSU</td>
</tr>
</tbody>
</table>

Approved as essential:

Fax to AAA On: TBD
Order By: FF E. WILLIAMS
MSU-A #2013

Respectfully,

Signature Battalion Chief

Deputy Chief
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORP. FOR THE SWIFT 911 EMERGENCY MASS NOTIFICATION SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDED BY THE FY 2018 URBAN AREA HOMELAND SECURITY INITIATIVE (UASI) GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the mass alert notification system is used during emergencies including but not limited to severe weather, floods, fires, chemical spills, and natural or manmade disasters to deliver emergency messages to the residents of Jersey City; and

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

WHEREAS, Software House International Corp., 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State contract A89851/ITS58, and will provide the Swift 911 emergency mass notification system for a total contract amount of seventy nine thousand, five hundred fifty dollars and five cents ($79,550.05); and

WHEREAS, this contract is awarded for a period of one year commencing February 15, 2019 with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, funds are available for this contract in the Grant Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<td>02-213-40-872-314</td>
<td>132294</td>
<td>A89851/ITS58</td>
<td>$79,550.05</td>
</tr>
</tbody>
</table>

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

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

1. A contract award to Software House International Corp. in the amount of $79,550.05 for the Swift 911 emergency mass notification system is authorized.

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

3. The term of the contract will be for a one year period commencing February 15, 2019 through December 31, 2019 with the option to renew for two (2) additional one (1) year periods.

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 budgets.

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

(Continued to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORP. FOR THE SWIFT 911 EMERGENCY MASS NOTIFICATION SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDED BY THE FY 2018 URBAN AREA HOMELAND SECURITY INITIATIVE (UASI) GRANT

I, Elizabeth Gatto, 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 Grant Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-213-40-872-314</td>
<td>132294</td>
<td>A89851/ITS58</td>
<td>$79,550.05</td>
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Approved by: Peter Folegato, Director of Purchasing  
RPO, QPA  
January 24, 2019  
Date

APPROVED:  
Business Administrator

APPROVED AS TO LEGAL FORM  
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
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</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
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<td>SOLOMON</td>
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<td>LAVARRO, PRES</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
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</tbody>
</table>

✓ 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. Lavarrro, Jr., President of Council  
Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORP. FOR THE SWIFT 911 EMERGENCY MASS NOTIFICATION SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY MANAGEMENT AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FUNDED BY THE FY 2018 URBAN AREA HOMELAND SECURITY INITIATIVE (UASI) GRANT

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>OEM/HOMELAND SECURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>W. GREG KIERCE</td>
<td>DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.5681</td>
<td><a href="mailto:W.Gierce@NJJPS.ORG">W.Gierce@NJJPS.ORG</a></td>
</tr>
</tbody>
</table>

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

The Swift 911 emergency mass notification system (MNS) is a platform that sends one-way messages to inform employees and the public of an emergency.

Resolution Purpose

I certify that all the facts presented herein are accurate.

[Signature]  1/14/19
Signature of Department Director

[Signature]  1/25/19
Peter Fager, Director of Purchasing

[Signature]  Date
RFPD, OR
## City of Jersey City

**Walter Kierce**  
13-15 Linden Ave East  
Jersey City, NJ 07305  
United States  
Phone: (201) 547-4274  
Fax:  
Email: WKierce@NJJCPS.ORG

**Christine Fellin**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-0279  
Fax:  
Email: Christine_Fellin@shi.com

---

**Inside Account Manager - Public Sector**

All Prices are in US Dollar (USD)

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<th>Product Description</th>
<th>Qty</th>
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<th>Total</th>
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<td>Coverage Term:</td>
<td>1/1/2020 - 12/31/2020</td>
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<tr>
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<tr>
<td><strong>Total</strong></td>
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<td>$79,550.05</td>
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</tbody>
</table>

**Additional Comments**

Per Vendor: SwiftReach acknowledges the NJ LAR.

Swift911 Mass Notification System  
- Fully hosted platform operated on the SwiftReach NDN™ telecom network  
- Unlimited system users  
- Customizable contact management  
- Customizable "from" info, including Caller ID  
- Voice (Recorded or Text-to-Speech with TTY/TDD)  
- Text (dedicated short code)  
- Email, Fax, Pager, Social Media, RSS, IPAWS  
- GIS Mapping  
- Special Events Manager  
- NWS Automated Weather Alerts  
- SwiftReach provided inbound hotline(s) & conference bridge
## City of Jersey City

**Walter Kierce**
13-15 Linden Ave East  
Jersey City, NJ 07305  
United States  
Phone: (201) 547-4274  
Fax:  
Email: WKierce@NJJCPS.ORG

All Prices are in US Dollar (USD)

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1 One-time Setup  
Swiftreach - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Coverage Term: 1/1/2019 - 12/31/2019  
**Note:** Account creation / migration & contact management setup | 1 | $0.00 | $0.00 |
| 2 Swift911 Mass Notification System - 2019  
Swiftreach - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Coverage Term: 1/1/2019 - 12/31/2019 | 1 | $79,550.05 | $79,550.05 |
| 3 Swift911 Mass Notification System - 2020  
Swiftreach - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Coverage Term: 1/1/2020 - 12/31/2020  
**Note:** Option to Renew - 2020 Annual Subscription - UNLIMITED | 1 | $79,550.05 | $79,550.05 |
| 4 Swift911 Mass Notification System - 2021  
Swiftreach - Part#:  
Contract Name: Software Reseller  
Contract #: ITS58  
Coverage Term: 1/1/2021 - 12/31/2021  
**Note:** Option to Renew - 2021 Annual Subscription - UNLIMITED | 1 | $79,550.05 | $79,550.05 |

**Total** |  | **$238,650.15** |

### Additional Comments

Per Vendor: SwiftReach acknowledges the NJ LAR.
Mobile Apps – Swift911™ Mobile & Swift911™ Public
- Real time detailed reporting
- 24/7/365 live customer support & unlimited live webinar training

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. 
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.
### TERM CONTRACT SEARCH BY TNUMBER

Click [Here](https://www.state.nj.us/cgi-bin/treas/purchase/search.pl) to search more Term Contracts.

<table>
<thead>
<tr>
<th>T-Number</th>
<th>Title</th>
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<tbody>
<tr>
<td>NO003 16-4-24052</td>
<td>SOFTWARE LICENSE &amp; RELATED SER</td>
<td>SHI INTERNATIONAL CORP</td>
<td>89851</td>
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Purchase & Property: Home | News | Direct Hire | Frequently Asked Questions | Contact DPR
Treasury: Home | Services | People | Resources | Department/Agencies | Forms | Contact Us
Statewide: NJ Home | Services A to Z | Departments/Agencies | FAQs
This site is maintained by the Division of Revenue and Enterprise Services.

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1/24/2019
Notice of Intent to Participate in Cooperative Contract - Software License & Related Services

Notice is hereby given that the State of New Jersey intends to enter into a publicly advertised cooperative purchasing agreement for Software License & Related Services.

The State of New Jersey anticipates joining the Commonwealth of Massachusetts contract for Software Reseller (ITSS8) in the September 2015 timeframe. The State of New Jersey expects to award contracts to:

<table>
<thead>
<tr>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDW Government LLC</td>
</tr>
<tr>
<td>Dell Marketing, L.P.</td>
</tr>
<tr>
<td>Insight Public Sector Inc.</td>
</tr>
<tr>
<td>PCMG Inc.</td>
</tr>
<tr>
<td>SHI International Corp</td>
</tr>
</tbody>
</table>

The ITSS8 contract has a term of June 29, 2015 through June 30, 2020 with no option to renew.

Under N.J.S.A. 52:34-6.2, the State of New Jersey is authorized to join competitively bid and awarded cooperative purchasing agreements.

Note that the comment period ends with the close of business on August 31, 2015.
**Contract Manager**  
Therese Trujillo  
contract@pcmg.com  
800-625-5468 x83604

**Online Pricing and Product Information**  
Pricing and product information can be found at [http://www.pcmg.com](http://www.pcmg.com). For all quotes, order inquiries and any other details, please e-mail ITS58@pcmg.com.

---

**SHI INTERNATIONAL CORP.**

The Using Agency can request product, pricing or information via email, fax or phone by contacting the SHI Inside Sales Team for the State of New Jersey.

**Inside Sales Team - Quotes/Orders - Toll Free: 800-744-4084**

- Travis Oberweis@shi.com
- Dallas Kraft@shi.com
- Nirav Patel@shi.com
- Christine Fellin@shi.com
- Greg Malandrucolo@shi.com

**Escalation Path**  
Senior Inside Sales Manager is Terrance_Bridgers@shi.com - 732-652-6598

**Team Email Alias - These emails will go to appropriate inside and outside reps.**

- State/Local Gov: NJGOV@shi.com
- Education: NJEDU@shi.com

**Overall Contract Management/ Outside Sales Team**

- Nick Grappone@shi.com Public Sector Contracts Specialist  
  732-564-8189 (office)  
- Ryan Baicher@shi.com Account Executive - Southern NJ Local Gov  
- Emmy Okobi@shi.com Account Executive – NJ State Gov  
- Chuck Singletary@shi.com – Account Executive – NJ State Gov  
- Kelsey Valenti@shi.com Account Executive – Northern NJ K-12  
- Dominick Fama@shi.com Account Executive – NJ Higher Ed  
- Chris Bunner@shi.com Account Executive – Local Gov - PA  
- Bryan Rosenthal@shi.com Account Executive – NJ K-12, Higher Ed  
- John Turba@shi.com Account Executive – Northern NJ Local Gov  
- John Minnella@shi.com Account Executive – NJ/PA Local Gov  

- Denise Verdicchio@shi.com Senior Director - Public Sector SLED

---

**2.0 PRICING**
Markup/Markdown pricing is shown in the table below. Because the cost to the Contractor may vary depending on agreements with the Provider, the lowest markup will not necessarily result in the best price.

Note that there are two Levels of pricing. **Level 1** covers pricing for routine software orders, including most (but not all) of the services that were covered under the previous M0003 contract such as presales assistance, help finding/selecting products and optimizing the use of volume license agreements such as those for Microsoft and Adobe, ordering assistance, notification of upcoming maintenance expiration, obtaining reports, and catalog access. **Level 2** pricing, which is generally higher than Level 1, includes more complex transactions such as those requiring a Statement of Work. Depending on the Contractor, the markup the Level 2 markup will be 0%-3% higher than the Level 1 markup.
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<th>Insight</th>
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<th>SHI INTERNATIONAL CORP.</th>
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<tr>
<td><strong>Trade Name:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
<td>290 DAVIDSON AVENUE</td>
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<td></td>
<td>SOMERSET, NJ 08873-3135</td>
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<tr>
<td><strong>Certificate Number:</strong></td>
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<td><strong>Effective Date:</strong></td>
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<td><strong>Date of Issuance:</strong></td>
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**For Office Use Only:**
20190124124743497

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https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin 1/24/2019
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: SHI International Corp.
Address: 290 Davidson Ave., Somerset, NJ 08873
Telephone No.: 732-564-8130
Contact Name: John Minnella

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE) [X]
- 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 Alaska 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 Alaska Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance

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 its 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
Cured, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

Representative's Name/Title (Print): John Oese, Lead Vendor Contract Specialist
Representative's Signature: John Oese
Name of Company: SHI International Corp.
Tel. No.: 732-564-8130 Date: 8/3/18
APPENDIX A

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §§3601 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 expenses 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/Phone John Oese, Lead Vendor Contract Specialist
Representative's Signature
Name of Company: SHI International Corp.
P.O. Box 732-564-6130 Date: 8/3/19
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2017 to 15-FEB-2020.

SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET, NJ 08873

FORD M. SCUDDER
State Treasurer
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, maintenance and repair services are needed for the City of Jersey City's ("City") heavy duty fleet of vehicles; and

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

WHEREAS, Air Brake & Equipment, 225 Route 22 West, Hillside, New Jersey 07205 is in possession of State contract A89279, and will provide maintenance and repair services of heavy duty vehicles and submitted a proposal in the amount of two hundred thirty thousand dollars ($230,000.00); and

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Encumbrance</th>
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<td>01-201-20-315-210</td>
<td>132310</td>
<td>A89279</td>
<td>$230,000.00</td>
<td>$20,000.00</td>
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</tbody>
</table>

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

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

1. A contract in the amount of $230,000.00 is awarded to Air Brake & Equipment for maintenance and repair services of heavy duty vehicles.

2. The term of the contract shall be effective February 15, 2019 through December 31, 2019.

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

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.

5. Pursuant to N.J.A.C. 5:30-5.5(a), 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 fiscal year permanent budget.

(Continued to page 2)
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

[Signature]

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<td>132310</td>
<td>A89279</td>
<td>$230,000.00</td>
<td>$20,000.00</td>
</tr>
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Approved by:

Peter Solgaard, Director of Purchasing

Date: 1/31/19

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM:

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

N.V. - Not Voting

N.V.-Not Voting (Abstain)

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

Robert A. Lavaro, Jr., President of Council
Robert Byrne, City Clerk
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

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<th>DPW</th>
<th>Automotive</th>
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<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valentini</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@icmi.org">ortizh@icmi.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@icmi.org">mvalenti@icmi.org</a></td>
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</table>

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

Contract Purpose

- Maintenance and repair of heavy-duty vehicles.
- Class 5 or Higher, over 15,000 LB GVWR.
- DPW spent about $225,000.00 in 2018.

Cost (Identify all sources and amounts)

| 01-201-26-315-310 (Automotive Operating) | Contract Amount=$230,000.00 | Temporary Encumbrancy =$20,000.00 |

Contract term (include all proposed renewals)

Valid only through 12/31/19

Type of award

State Contract

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director

Date
### Notice of Award

**Term Contract(s)**

**T-2108**

**MAINT. & REPAIR FOR HEAVY DUTY VEHICLES**

(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)

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<td>By Item</td>
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Email to: SEPIDEH GHORDANI

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**Downloadable NOA Documents**

(please utilize scroll bar on right side of box if necessary to view all documents)

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

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<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>ALFREDO O LEMBO JR</td>
<td></td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>973-484-5737</td>
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<td>Order Fax:</td>
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<td>Minority Business Enterprise:</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Women Business Enterprise:</td>
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<tr>
<td>Cooperative Purchasing *:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

<table>
<thead>
<tr>
<th>Vendor Name &amp; Address:</th>
<th>AIR BRAKE &amp; EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205</th>
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<tbody>
<tr>
<td>Contact Person:</td>
<td>MARY APPOLONIA</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>973-926-0166</td>
</tr>
<tr>
<td>Order Fax:</td>
<td>973-926-3110</td>
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<tr>
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<tr>
<td>Expiration Date:</td>
<td>07/20/19</td>
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<tr>
<td>Terms:</td>
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<td>Delivery:</td>
<td>3 DAYS ARO</td>
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<tr>
<td>Small Business Enterprise:</td>
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<td>Minority Business Enterprise:</td>
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* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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<tr>
<th>Vendor Name &amp; Address:</th>
<th>ALLIANCE BUS GROUP 51 KERO RD CARLSTADT, NJ 07072</th>
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</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>ANDREW G ROLFE</td>
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<td>Contact Phone:</td>
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ITEM DESCRIPTION:
NET PRICE LINE FOR PARTS INSTALLED IN A REPAIR/SERVICE PROVIDED BY A CONTRACTOR.

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<thead>
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<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
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<th>% DISCOUNT</th>
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| 00039 | COMM CODE: 060-66-075631 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]
ITEM DESCRIPTION:
NON-OEM CHASSIS PREVENTIVE MAINT.: MINOR (CATEGORY: 3)
REGION SERVED: NORTH | 1.000 | HOUR | N/A | $68.15000 |
| 00040 | COMM CODE: 060-66-075632 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]
ITEM DESCRIPTION:
NON-OEM CHASSIS PREVENTIVE MAINT.: MAJOR (CATEGORY: 4)
REGION SERVED: NORTH | 1.000 | HOUR | N/A | $67.50000 |
| 00043 | COMM CODE: 060-66-075635 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]
ITEM DESCRIPTION:
NON-OEM REPAIRS: REFRIGERATION UNITS (CATEGORY: 7)
REGION SERVED: NORTH & CENTRAL | 1.000 | HOUR | N/A | $70.99000 |
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<td>REGION SERVED: NORTH &amp; CENTRAL</td>
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<table>
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<td>NON-OEM REPAIRS: TRUCK BODIES &amp; TRAILERS</td>
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<td>NON-OEM REPAIRS: GAUGES</td>
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ITEM DESCRIPTION:
NET PRICE LINE FOR PARTS
INSTALLED IN A
REPAIR/SERVICE PROVIDED BY A
CONTRACTOR.
DELIVERY: 3 DAYS ARO

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<tr>
<th>Vendor: ALLIANCE BUS GROUP</th>
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| 00003 | COMM CODE: 060-66-075594 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]
ITEM DESCRIPTION:
OEM REPAIRS AND PREVENTIVE MAINT.: MINOR
(CATEGORY: 1)
BRAND: COLLINS
REGION SERVED: NORTH & CENTRAL | 1.000 | HOUR | N/A | $104.50000 |
| 00013 | COMM CODE: 060-66-075606 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]
ITEM DESCRIPTION:
OEM REPAIRS AND PREVENTIVE MAINT.: MINOR
(CATEGORY: 1)
BRAND: STARTRANS
REGION SERVED: NORTH & CENTRAL | 1.000 | HOUR | N/A | $104.50000 |
| 00022 | COMM CODE: 060-66-075616 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]
ITEM DESCRIPTION:
OEM REPAIRS AND PREVENTIVE MAINT.: MAJOR | 1.000 | HOUR | N/A | $124.50000 |
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<th>Taxpayer Name:</th>
<th>APPOLONIA, INCORPORATED</th>
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<tbody>
<tr>
<td>Trade Name:</td>
<td>AIR BRAKE &amp; EQUIPMENT</td>
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<tr>
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<td>225 RT 22 W</td>
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<td>HILLSIDE, NJ 07205-1832</td>
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<td>Certificate Number:</td>
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<td>Effective Date:</td>
<td>October 26, 1976</td>
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<td>Date of Issuance:</td>
<td>January 25, 2019</td>
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APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ____________________________ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses 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: Michael J. Appolonia
Representative's Title: President
Company Name: Air Ramps and Equipment
Phone No.: 1-727-926-8166
Date: 9-23-94
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 conformed 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA-302 (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 purpose 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 of N.J.A.C. 17:27.

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

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

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

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

Representative’s Name/Title (Print): Michael Appelonia  President

Representative’s Signature: 

Name of Company: Air Brake and Equipment

Tel. No.: 973-926-0166 Date: 3-28-91
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: Air Brake and Equipment
Address: 235 Route 22 West, Hillside, N.J.
Telephone No.: 973-726-0166
Contact Name: Cathy Affoloria / Donna Fargione

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: Air Brake and Equipment
Address: 225 Route 80 West, Hillside, N.J.
Telephone No.: 973-926-0166
Contact Name: Cathy Appolonia, Donna Fargione

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BEST LINE LEASING INC. FOR FURNISHING AND DELIVERING SIX (6) 2018 GO 4 INTERCEPTOR SCOOTERS FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF PARKING ENFORCEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for Six (6) 2018 GO 4 Interceptor Scooters for the Department of Public Safety/Division of Parking Enforcement pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) received (1) Bid, the sole responsible bid being that from Best Line Leasing Inc., 2582 Gateway Drive, State College, PA 16801 in the total bid amount of One Hundred Ninety Seven Thousand, One Hundred ($197,100.00) Dollars; and

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

WHEREAS, the City has the option to purchase six (6) additional scooters prior to end of 12 months from the date of the resolution awarding the contract; and

WHEREAS, the funds for this purchase are available in Capital Account #04-215-55-177-990

Department of Public Safety/Division of Parking Enforcement

<table>
<thead>
<tr>
<th>Acct No.</th>
<th>P.O. #</th>
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</tbody>
</table>

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Best Line Leasing Inc. be accepted and that a contract be awarded to said company in the above amount, and the City’s Purchasing Director is directed to have such a contract drawn up and executed; and be it further

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

(Continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BEST LINE LEASING INC. FOR FURNISHING AND DELIVERING SIX (6) 2018 GO 4 INTERCEPTOR SCOOTERS FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF PARKING ENFORCEMENT

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

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City; and be it further

I, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

<table>
<thead>
<tr>
<th>Department of Public Safety/Division of Parking Enforcement</th>
<th>Acct No.</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-177-990</td>
<td>132309</td>
<td></td>
<td>$197,100.00</td>
</tr>
</tbody>
</table>

Approved by
Peter Folgado, Director of Purchasing, QPA

1/25/19

APPROVED:  
APPROVED AS TO LEGAL FORM

CERTIFICATION REQUIRED ☐  NOT REQUIRED ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGSIANO</td>
<td>✓</td>
<td></td>
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</tr>
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</tr>
</tbody>
</table>

✓ 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 Byrns, City Clerk
## RESOLUTION CHECKLIST

**GOODS & SERVICES - NON BIDS**

**BIDS**

<table>
<thead>
<tr>
<th>REQ NO. 0186726</th>
<th>PO # 132309</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPT/DIV: Public Safety/Parking Enforcement</td>
<td>SUBJ: 2018 GO 4 Interceptor Scooters</td>
</tr>
</tbody>
</table>

### GOODS & SERVICES NON BIDS

<table>
<thead>
<tr>
<th>Goods &amp; Services Non Bids</th>
<th>Amending</th>
<th>Emergency</th>
<th>EUS</th>
<th>GA</th>
<th>Ordinance</th>
<th>Pay to Play</th>
<th>Prof Service</th>
<th>State Contract</th>
<th>Library</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote/Proposal/Agreement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EEO/AA Compliance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRC/Validation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay-to-Play, Political Contribution/B.E.D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Legislative Fact Sheet/ Determination of Value</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### BIDS

<table>
<thead>
<tr>
<th>BIDS</th>
<th>Good &amp; Service</th>
<th>Construction</th>
<th>RFP'S</th>
<th>RFQ'S</th>
<th>Resolution</th>
<th>Open-End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Page/Amounts</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>EEO/AA Compliance</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRC/Validation</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certification Regarding Suspension/Debarment</td>
<td>X</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Legislative Fact Sheet/ Determination of Value</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

______________________________
______________________________
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BEST LINE EQUIPMENT FOR FURNISHING AND DELIVERING SIX (6) GO INTERCEPTOR SCOOTERS FOR THE DEPARTMENT OF PUBLIC SAFETY / DIVISION OF PARKING ENFORCEMENT

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortiz@icnj.org">ortiz@icnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@icnj.org">mvalenti@icnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- The scooters will be primarily used for street cleaning enforcement.
- For sweeper routes Citywide.
- Parking Enforcement has a 24 hour operation in place.

Cost (Identify all sources and amounts)  

| 04-215-55-177-990 (Parking Enforcement Capital) |
| Contract Amount=$197,400.00 |

Contract term (include all proposed renewals)

One time purchase. Contract has the option to purchase six (6) additional scooters prior to the end of the twelve (12) months from date of resolution award.

Type of award  Public Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director [Signature]  1/24/19  Date

Signature of Purchasing Director [Signature]  1/25/19  Date
January 24, 2019

To: Peter Folgado, Purchasing Director

From: Patrick G. Stamato, DPW Director

Subject: Recommendation Letter (Interceptor Scooters)

Please be advised, after a careful and thorough review of bid received on January 24, 2019 for the GO 4 Interceptor Scooters, I recommend that the contract be awarded to the vendor listed below:

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>REQUISITION #</th>
<th>ACCOUNT #</th>
<th>CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEST LINE EQUIPMENT</td>
<td>0186726</td>
<td>04-215-55-177-990</td>
<td>$197,100.00</td>
</tr>
</tbody>
</table>

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the February 14, 2019 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

C:

Brian Platt, Business Administrator
Raquel Tosado, Contracts Manager
Hector Ortiz, Asst. DPW Director
Mary Paretti, Parking Enforcement Director
Martin Valenti, Automotive Director
Steve Miller, Confidential Assistant
Eileen McCabe, Sr. Adm Analyst
Tracy Stevens, Supervisor of Accounts
Zakia Gregory, Supervisor of Accounts
Joseph Coleman, Management Assistant
Paola Campbell, Purchasing Assistant
Nicole Greiner, Sr. Acct Clk
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-19 GO 4 Interceptor</td>
<td>Six (6)</td>
<td>$ 328.50</td>
<td>$ 1,971.00</td>
</tr>
</tbody>
</table>

One hundred sixty seven thousand one hundred

(In Writing)
197,100.00

(In Figures $)

PRICE VALID TILL 12/31/19
Tax additional if applicable
Date: January 14, 2019

Customer Name: City of New Jersey  
Billing Address: 24th Central Ave, 3rd Floor  
City / State / Zip: Jersey City, NJ 07305

Contact Name: Peter Feligato  
Office Phone: Mobile Phone:  
Email:  

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION OF EQUIPMENT</th>
<th>PART #</th>
<th>SALES PRICE</th>
<th>QM</th>
<th>SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>CO-4 Interceptor gas</td>
<td></td>
<td>$15,955.00</td>
<td>155,970.00</td>
<td></td>
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<tr>
<td></td>
<td>Flat bed option</td>
<td>1-8S-104P</td>
<td>$1,005.00</td>
<td>1,005.00</td>
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<tr>
<td></td>
<td>Van body option</td>
<td></td>
<td>$1,705.00</td>
<td>1,705.00</td>
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<tr>
<td>6</td>
<td>Air Conditioning</td>
<td>6-850-101P</td>
<td>$265.00</td>
<td>1,590.00</td>
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</tr>
<tr>
<td></td>
<td>Sliding rear window</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Padded arm rest (with storage box)</td>
<td>6-850-021P</td>
<td>$35.00</td>
<td>150.00</td>
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<tr>
<td></td>
<td>Extra set of keys</td>
<td>1-85-041P</td>
<td>$155.00</td>
<td>775.00</td>
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<tr>
<td>4</td>
<td>Grab handles (2)</td>
<td>1-85-043P</td>
<td>$195.00</td>
<td>1,170.00</td>
<td></td>
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<tr>
<td></td>
<td>Radio w/CD Player/speakers/bluetooth</td>
<td>6-850-031P</td>
<td>$395.00</td>
<td>395.00</td>
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<tr>
<td></td>
<td>Headliner Premium air ride seat</td>
<td>6-850-041P</td>
<td>$1,855.00</td>
<td>1,855.00</td>
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<tr>
<td></td>
<td>Headliner Premium air ride seat/heated</td>
<td>6-850-051P</td>
<td>$2,195.00</td>
<td>2,195.00</td>
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<tr>
<td></td>
<td>Headliner Premium air ride seat/vented coating</td>
<td>6-850-061P</td>
<td>$2,285.00</td>
<td>2,285.00</td>
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<tr>
<td>6</td>
<td>Full length upward facing view mirror</td>
<td>6-850-011P</td>
<td>$115.00</td>
<td>750.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rear view mirror with back up camera and rear parking sensors</td>
<td>6-850-021P</td>
<td>$245.00</td>
<td>1,470.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electrical</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Backup Camera</td>
<td>6-850-031P</td>
<td>$155.00</td>
<td>1,170.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Light Bar Mounting Kit</td>
<td>9-94-015P</td>
<td>$725.00</td>
<td>725.00</td>
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</tr>
<tr>
<td></td>
<td>Miscellanea</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Scan tool kit</td>
<td>6-920-01P</td>
<td>$255.00</td>
<td>1,530.00</td>
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<tr>
<td></td>
<td>Roof bar (front bumper)</td>
<td>6-850-011P</td>
<td>$345.00</td>
<td>2,070.00</td>
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<tr>
<td></td>
<td>Roof bar (rear bumper)</td>
<td>9-850-021P</td>
<td>$115.00</td>
<td>690.00</td>
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<tr>
<td></td>
<td>Complete Service Manual</td>
<td>6-921-060P</td>
<td>$135.00</td>
<td>510.00</td>
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<tr>
<td></td>
<td>S-Scan G200 Diagnostic scanner</td>
<td>6-920-021P</td>
<td>$1,995.00</td>
<td>1,995.00</td>
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</tr>
<tr>
<td></td>
<td>2-WHEELER VERSATILE 18&quot; AMBER MAGGGER</td>
<td>6-920-031P</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PAP112 AIR HORNS TONE PLUS PUBLIC ADDRESS SYSTEM, INCLUDES MICROPHONE</td>
<td>6-920-041P</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TENER T500 LOUD SPEAKER</td>
<td>6-920-051P</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Warranty: whichever comes first = 12 months/1000 hours/7500 miles (Parts Only)

Terms: 25% deposit with order, balance upon delivery  
This quotation is good for 30 days from quote date  
Equipment pricing subject to equipment availability.  
I acknowledge & accept the terms and conditions pertaining to this quote.

Authorized Signature

Print Name Date

Purchase Order #:  

Murry - 31 Jeplan Rd, Murry, PA 17756  
Tewksbury - 183 Toms River Rd, Tewksbury, PA 08886  
Allentown - 1115 Howerton Rd, Allentown, PA 18104  
Hatboro - 210 James Rd, Hatboro, PA 19040  
Harrisburg - 6000 Allenwood Rd, Harrisburg, PA 17112  
West Chester - 615 South Main St, West Chester, PA 19382  
Upland - 2264 University Dr, Upland, PA 19066  
Shippensburg - 1302 Penn Ave, Shippensburg, PA 17257  
State College - 342 Mechanic St, State College, PA 16801  
Mechanicsburg - 3420 East Main Rd, Mechanicsburg, PA 17055  
Centre Hall - 2015 General Letterberry Court, Centre Hall, PA 16631
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>BEST LINE LEASING, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>2582 GATEWAY DRIVE</td>
</tr>
<tr>
<td></td>
<td>STATE COLLEGE, PA 16801</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>1492865</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>June 11, 2009</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>February 22, 2018</td>
</tr>
</tbody>
</table>

For Office Use Only:

20180222111220823
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1492865 FOR BEST LINE LEASING, INC. IS VALID.
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>BEST LINE LEASING, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>2582 GATEWAY DRIVE</td>
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<td></td>
<td>STATE COLLEGE, PA 16801</td>
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<td>Certificate Number:</td>
<td>1492865</td>
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<tr>
<td>Effective Date:</td>
<td>June 11, 2009</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>January 25, 2019</td>
</tr>
</tbody>
</table>

For Office Use Only:
20190125133105505
Certification 56226

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2016 to 15-JUL-2023.

BEST LINE LEASING INC DBA BEST LINE EQUIPMENT
2582 GATEWAY DRIVE
STATE COLLEGE PA 16801

FORD M. SCUDDER
Acting State Treasurer
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.A.C. 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.A.C. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title: [Signature]

Chief Operating Officer

Name of Company: Best Line Equipment

Tel. No.: 570-279-0733

Date: 1/16/19
APPENDIX A

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

The contractor and the ____________________________, (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. §12132 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 thereunto, 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

___/___/___

[Signature]

[Name]

[Title]

[Company]

[Date]

[Phone]

[Fax]
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: **Best Line Equipment**

Address: 2662 Gateway Drive, State College, PA 16801

Telephone No.: 570-279-2023

Contact Name: **Michael Getz**

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE) [X] Neither

Definitions:

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**
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: **BEST LINE EQUIPMENT**

Address: **25 BL GATEWAY DRIVE, STATE COLLEGE, PA 16801**

Telephone No.: **570-279-0233**

Contact Name: **MICHAEL GETZ**

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [x] 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
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CARAHSOFT TECHNOLOGY CORPORATION FOR SILENT PASSENGER GPS TRACKING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL COOPERATIVE PURCHASING AGREEMENT (NCPA)

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, GPS tracking and management subscription services are needed for the City's fleet of vehicles; 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 Public Works, Division of Automotive Maintenance wishes to purchase GPS tracking services from Carahsoft Technology Group, 1860 Michael Faraday Drive, Suite 100, Reston, Virginia who is in possession of NCPA contract numbers 01-55, 01-86; and

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Total Contract</th>
<th>Temp Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-312</td>
<td>132090</td>
<td>$82,790.50</td>
<td>$6,899.20</td>
</tr>
</tbody>
</table>

WHEREAS, the total amount of the contract is $82,790.50; and

WHEREAS, this contract is awarded for a period of one year commencing February 15, 2019 with the option to renew for two (2) additional one (1) year periods; and

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

WHEREAS, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq;:

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

1. A contract award to Carahsoft Technology Group in the amount of $82,790.50 for GPS tracking services is authorized.

2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

3. The term of the contract shall be for one year effective February 15, 2019 through February 14, 2020 with the option to renew for two (2) additional one (1) year periods.

(Continued on page 2)
RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO CARAHSOFT TECHNOLOGY CORPORATION FOR SILENT PASSENGER GPS TRACKING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL COOPERATIVE PURCHASING AGREEMENT (NCPA)

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 budgets.

5. 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 Castello, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>Total Contract</th>
<th>Temp Encumbrance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-312</td>
<td>132090</td>
<td>$82,790.50</td>
<td>$6,899.20</td>
</tr>
</tbody>
</table>

Approved: Peter Fogalco, Director of Purchasing, CPA, RPPO

2/4/19

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
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<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROGGIANO</td>
<td>✓</td>
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</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert R. Lavarro, Jr., President of Council

Robert Byrde, 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 CARAHSOFT TECHNOLOGY CORPORATION FOR SILENT PASSENGER GPS TRACKING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE UNDER THE NATIONAL COOPERATIVE PURCHASING AGREEMENT (NCPA)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortiz@dnj.org">ortiz@dnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@dnj.org">mvalenti@dnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- GPS tracking service.
- For the City's fleet.
- DPW spent about $80,000.00 in 2018.

Cost (Identify all sources and amounts)  

<table>
<thead>
<tr>
<th>01-201-26-315-312 (Automotive Operating)</th>
<th>Contract Amount= $82,790.50</th>
<th>Temporary Encumbrancy = $6,899.20</th>
</tr>
</thead>
</table>

Contract term (include all proposed renewals)

2/15/19 – 2/14/20 with two (2) one (1) year renewal options.

Type of award  

Cooperative Agreement Contract

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
TO: Martin Valenti  
Jersey City Public Works  
NJ USA  

FROM: Sean Owusu  
Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston, Virginia 20190  

EMAIL: mvalenti@jcnj.org  
PHONE: (201) 547-4420  

EMAIL: Sean.Owusu@carahsoft.com  
PHONE: (703) 921-4166  
FAX: (703) 871-8505  

TERMS: National Cooperative Purchasing Alliance (NCPA)  
Contract Number: 01-55  
Term: Through April 30, 2019  
FTIN: 52-2186093  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
Sales Tax May Apply  

QUOTE NO: 12904582  
QUOTE DATE: 02/04/2019  
QUOTE EXPIRES: 03/06/2019  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: $82,790.50  

TOTAL QUOTE: $82,790.50  

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>PART NO.</th>
<th>DESCRIPTION</th>
<th>QUOTE PRICE</th>
<th>QTY</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VTSGOV-002</td>
<td>VTS Standard Service monthly offering of Silent Passenger, per vehicle, per month. 12 month subscription Vehicle Tracking Solutions - VTSGOV-002</td>
<td>$254.74</td>
<td>325</td>
<td>$82,790.50</td>
</tr>
</tbody>
</table>

SUBTOTAL:  

TOTAL PRICE:  
TOTAL QUOTE:  

NCPA 01-55  

CONFIDENTIAL  
PAGE 1 of 1
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:

1. 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.

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.15

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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</thead>
<tbody>
<tr>
<td>GAJEWSKI</td>
<td>✓</td>
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<td>✓</td>
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<tr>
<td>IGEMRAJ</td>
<td>✓</td>
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</tr>
<tr>
<td>BOGGSANO</td>
<td>✓</td>
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<tr>
<td>GUEWSKI</td>
<td>✓</td>
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<td>✓</td>
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<tr>
<td>OSBORNE</td>
<td>✓</td>
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<tr>
<td>COLMAN</td>
<td>✓</td>
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<tr>
<td>LAVARRO</td>
<td>✓</td>
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<td>WATTERMAN</td>
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<tr>
<td>RIVERA</td>
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</table>

✓ Indicates Vote

N.V.-Nal Voting (Abstain)

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

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1511213 FOR CARAHSOFT TECHNOLOGY CORP IS VALID.

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

2/5/2019
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Carahsoft Technology Corp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1860 Michael Faraday Drive Suite 100</td>
</tr>
<tr>
<td>City:</td>
<td>Reston</td>
</tr>
<tr>
<td>State:</td>
<td>VA</td>
</tr>
<tr>
<td>Zip:</td>
<td>20190</td>
</tr>
</tbody>
</table>

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.

Sean Hiebert  
Partner Alliance Manager

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 committee of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form:

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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<tbody>
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</table>

Check here if the information is continued on subsequent page(s):
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

**FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any 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 candidates, joint candidates committee, political party committee, or political party committee representing the elected officials of the <name of entity to elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q), and (r).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavara for Councilman</td>
<td>Friends of Richard Boggiato</td>
</tr>
<tr>
<td>Friends of Joyce Watteaman</td>
<td>Michael Yan for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

**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
- [x] Corporation
- [ ] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**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:

Carahsoft Technology Corp

Signature of Affiant: [Signature]

Printed Name of Affiant: Sean Hiebert

Title: Partner Alliance Manager

Date: 12/20/18

Subscribed and sworn before me this 20 day of December 2018.

[Signature]

My Commission expires: 12-31-19
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 Carahsoft Technology Corp (name of business entity) has not made any reportable contributions in the **one-year period preceding __________ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Carahsoft Technology Corp (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: Carahsoft Technology Corp

Signed ________________________________ Title: Partner Alliance Manager

Print Name Sean Hiebert Date: 12/20/18

Subscribed and sworn before me this 20 day of December, 2018.

My Commission expires:

**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 bases 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/dca/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 18 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Exclusive Affirmative Action Language)

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

understand that their contractor/agency’s bid shall be rejected as non-responsive if said contractor/firm is in non-compliance with the requirements of N.J.S.A. 10:58-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): Sean Hiebert
Representative’s Signature: [Signature]

Name of Company: Carahsoft Technology Corp
Tel. No.: 703-871-8500       Date: 12/20/18
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the __________________________ (hereafter "owner") do hereby agree that the provisions of Title I of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12111 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 approved 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Sean Hiebert Partner Alliance Manager
Representative's Signature: __________________________

Name of Company: Carahsoft Technology Corp
Tel. No.: 703-871-8500 Date: 12/20/18
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Carahsoft Technology Corp

Address: 1860 Michael Faraday Drive Suite 100

Telephone No.: 703-871-8500

Contact Name: Jillian Szczepanek

Please check applicable category:

___ Minority Owned Business (MBE)    ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned Business (WBE)    ___ Neither

Definitions

Minority Business Enterprise: 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: 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 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-2016 to 15-MAY-2019

CARAHSOFT TECHNOLOGY CORPORATION
1860 MICHAEL FARADAY DR., STE 100
RESTON VA 20190

FORD M. SCUDDER
State Treasurer
COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of the City Clerk requires court reporting services to transcribe spoken or recorded speech into written form, using shorthand, machine shorthand or voice writing equipment to produce official transcripts of City Council meetings, and other official proceedings; and

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution No. 18-315 on March 28, 2018 awarding a one year contract from April 1, 2018 through March 31, 2019 in the amount of $28,200.00 (Purchase Order No. 128622) to Schulman Wiegmann & Associates; and

WHEREAS, 2018 and 2019 Municipal Council meetings have been lengthier than in past years resulting in higher invoices for court reporting services; and

WHEREAS, it was necessary to increase the contract amount by $5,000 to pay invoices for court reporting services for Council Meetings through December 31, 2018; and

WHEREAS, it is necessary to amend the contract to increase its amount by an additional $6,300 to pay invoices for court reporting services for Council Meetings from January 1, 2019 through March 31, 2019, the end of the contract term; and

WHEREAS, it is anticipated that the total cost of the additional court reporting services will be $6,300 and these funds are available in Account No. 2019-01-201-20-120-312; and

WHEREAS, this change order increases the original contract amount by more than 20 per cent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of 20 per cent.

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

1. The above recitals are incorporated herein by reference;

2. A change order in the amount of $6,300.00 increasing the total contract amount with Schulman, Wiegmann Associates from $33,200.00 to $39,500.00 is hereby approved; and
RESOLUTION AMENDING A CONTRACT AMOUNT WITH SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

3. 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, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this resolution in Account No. 2019-01-201-20-120-312. $6,300.00 P0# 132651.

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
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<td>ROLLEY</td>
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<td>PRINZ-AREY</td>
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<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
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</tbody>
</table>

✓ 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 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 AMENDING CONTRACT WITH SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

Initiator

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<tr>
<td>Phone/email</td>
<td>201-547-5149</td>
<td><a href="mailto:rbyrne@jcnj.org">rbyrne@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

To increase contract amount up to $39,500.00 to cover costs of Court Reporting Services for the remainder of the contract term (4/1/18 to 3/31/19). Council meetings in 2018 and 2019 have been lengthy than in past years resulting in increased fees for Court Reporting Services. Additional funds are needed to cover bills for the contract term.

I certify that all the facts presented herein are accurate.

[Signature]

Date
FROM: Sean J. Gallagher, Deputy City Clerk

APPROVED:

DEPT./DIV.: City Clerk's Office

DATE: February 5, 2019

VENDOR NAME: Schulman, Wiegmann & Associates

PLEASE [X] CHANGE [ ] CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

[X] AMOUNT IS WRONG $28,200.00 [X] INCREASE BY $11,300.00

IT SHOULD BE $39,500.00

[X] BUD. YR. [ ] FUND: [ ] G/L NO.: IS WRONG

IT SHOULD BE BUD. YR. FUND: G/L NO.

[X] CAFR: [ ] SUB LDGR: [ ] OBJ: IS WRONG

IT SHOULD BE CAFR: SUB LDGR: OBJ:

[ ] VENDOR NUMBER IS WRONG:

IT SHOULD BE

[ ] VENDOR NAME IS WRONG:

IT SHOULD BE

[ ] VENDOR ADDRESS IS WRONG:

IT SHOULD BE

[ ] SHIPPING CHARGE IS WRONG: $ [ ] IT SHOULD BE $

DESCRIPTION IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Additional funds are necessary to pay billing for this contract term of 4/1/18 to 3/31/19; Council Meetings have been lengthier than in past years; Resolution to Amend Amount of Contract from $28,200.00 up to $39,500.00 has been prepared and is anticipated to be on the 2/14/19 Council Agenda.

BUYER: ________________________________

REMARKS: ________________________________

PETER FOLGADO

ACTING PURCHASING DIRECTOR

COPY: 
A - FOR 6TH COPY OF P.O.
B - FOR ACCTS. & CONTROL
C - BATCH COPY
D - FOR PURCHASING
E - FOR DEPT./DIV. COPY
F - VENDOR'S COPY

(FORM - COF9 REV. 09/06/05)
COURT REPORTING SERVICES FOR JERSEY CITY MUNICIPAL COUNCIL MEETINGS

MOST MEETINGS ARE IN THE EVENING

COURT REPORTER ATTENDANCE; ORIGINAL & 1 COPY
TRANSCRIPT, MINUSCRIPT & PDF OF TRANSCRIPT
VIA E-MAIL; REGULAR DELIVERY WITHIN 14 DAYS

TOTAL CONTRACT: $28,200.00
TEMP ENCUMBRANCE: $4,000.00

CONTRACT PERIOD: 4/1/18 - 3/31/19

PTP RESO 18-3/15, APPROVED 3/18/18

PARTIAL PAYMENT VOUCHERS

X CINDY PIER

April 1, 2018

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS
TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of the City Clerk requires court reporting services to transcribe spoken or recorded speech into written form, using shorthand, machine shorthand or voice writing equipment to produce official transcripts of City Council meetings, and other official proceedings; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Schulman, Wiegmann & Associates, 216 Stelton Road, Suite C-1, Piscataway, New Jersey 08854 in the total amount of twenty eight thousand, two hundred dollars ($28,200.00); and

WHEREAS, the Purchasing Director believes the proposal of Wiegmann & Associates, 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 City Clerk has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

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

WHEREAS, funds in the amount of $4,000.00 are available in the Operating Account.

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

1. A contract award to Wiegmann & Associates in the amount of $28,200.00 for court reporting services is authorized.

2. The term of the contract shall be effective April 1, 2018 through March 31, 2019.

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

(Continue on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

5. Pursuant to N.J.A.C. 5:30-5.5(d), 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 permanent budget and in the subsequent year's fiscal year budget.

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

Account
01-201-20-120-312

PO #
128622

Total Contract
$28,200.00

Temp Encumbrance
$4,000.00

Approved by:

Peter Folgado, Director of Purchasing,
OPA, RPPO

Date
March 15, 2018

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

COUNCILPERSON
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PRINZ-AREY
BOGGIANO

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SOLOMON
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RESOLUTION FACT SHEET

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Resolution Purpose

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I certify that all the facts presented herein are accurate.

[Signature]  [Date]

Signature of Department Director  Date

Peter Folgado, Director of Purchasing
RPPO, QPA

[Signature]  [Date]

Peter Folgado, Director of Purchasing  Date
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Resolution Purpose

To provide Court Reporting Services, typed transcripts and minutes of Municipal Council Meetings.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Peter Folgado, Director of Purchasing
RPPC, CPA

Date

3.16.18
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2019 CALENDAR YEAR

COUNCIL

offered and moved

adoption of the following Resolution:

WHEREAS, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 295 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

WHEREAS, pursuant to PL 1997,c.256,Sec. 3 (N.J.S.A. 2B:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

WHEREAS, in accordance with N.J.S.A. 2B:12-28, the City is desirous of appointing Andrew C. Abrams, Esq., as Chief Municipal Public Defender effective January 1, 2019 and expiring on December 31, 2019; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44a-20.4 et seq. (Pay-to-Play Law); and

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

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

WHEREAS, Andrew C. Abrams, Esq. has submitted its Certification of Compliance with the City Contractor Pay-to-Play Reform Ordinance 85-128 adopted on September 3, 2008; and

WHEREAS, Andrew C. Abrams, Esq. will receive the sum of Fourteen-Thousand ($14,000.00) Dollars per year paid in monthly increments.
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2019 CALENDAR YEAR

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.

2. The total amount of this contract will be Fourteen Thousand ($14,000.00) Dollars and the term of the contract shall be one year effective Jan 1, 2019.

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

I hereby certify that Fourteen Thousand ($14,000.00) Dollars is available in Account No: 19-01-201-43-495-312 for payment of this resolution.

Elizabeth Castillo,
Acting Chief Financial Officer

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☑

Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

N.V.-Not Voting (Abstain)

Approved

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

Robert R. Lavarro, Jr., President of Council

Robert Byrne, City Chief
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 resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY CITY SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2019 CALENDAR YEAR

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Office of the Public Defender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Andrew C. Abrams</td>
<td>Chief Public Defender</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 209-6761</td>
<td><a href="mailto:ACAAWLAW3@AOL.COM">ACAAWLAW3@AOL.COM</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings. The State Legislature enacted the Municipal Public Defenders Act requiring the appointment of a Chief Municipal Public Defender and Municipal Public Defenders by each municipal government in the State.

Cost (identify all sources and amounts)  Contract term (include all proposed renewals)

$14,000 per year  One year.
Acct. No.: 19-01-201-43-495-312

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 2/3/08
<table>
<thead>
<tr>
<th>PUBLIC DEFENDER</th>
<th>PO #</th>
<th>VENDOR #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Abrams, Esq.</td>
<td>132149</td>
<td>AB004998</td>
</tr>
<tr>
<td>Christina Bennett, Esq.</td>
<td>132151</td>
<td>BE062575</td>
</tr>
<tr>
<td>John T. Coyle, Esq.</td>
<td>132152</td>
<td>CO895131</td>
</tr>
<tr>
<td>Christopher DeSocio, Esq.</td>
<td>132153</td>
<td>DE838020</td>
</tr>
<tr>
<td>Nelson Gonzalez, Esq.</td>
<td>132154</td>
<td>GO238090MV</td>
</tr>
<tr>
<td>Carl Losito, Esq.</td>
<td>132155</td>
<td>LO338275</td>
</tr>
<tr>
<td>Steven Maslo, Esq.</td>
<td>132156</td>
<td>MA862037</td>
</tr>
<tr>
<td>Reza Mazaheri, Esq.</td>
<td>132157</td>
<td>SM906846SB</td>
</tr>
<tr>
<td>Michael Pastacaldi, Esq.</td>
<td>132158</td>
<td>PA427101</td>
</tr>
<tr>
<td>Kathleen Theurer, Esq.</td>
<td>132159</td>
<td>TH547247</td>
</tr>
<tr>
<td>Kevin Purvin, Esq.</td>
<td>132160</td>
<td>PU451040</td>
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<tr>
<td>Steven Sciancalepore, Esq.</td>
<td>132161</td>
<td>SC49457</td>
</tr>
<tr>
<td>Robert Utsey, Esq.</td>
<td>132162</td>
<td>UT567120</td>
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<tr>
<td>Salvatore Vargo, Esq.</td>
<td>132163</td>
<td>LA324819</td>
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<tr>
<td>Aglaia Papadopoulos-Vlantes, Esq.</td>
<td>132300</td>
<td>VL565100W</td>
</tr>
<tr>
<td>Jared Weiss, Esq.</td>
<td>132301</td>
<td>FR848836</td>
</tr>
<tr>
<td>Jonathon Goodman, Esq.</td>
<td>132302</td>
<td>GO239010</td>
</tr>
</tbody>
</table>
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. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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: ___________________________
Representative's Signature: ___________________________
Name of Company: ___________________________
Tel. No.: ___________________________ Date: 1/2/918
EXHIBIT A (Continuation)

The contractor or subcontractor agrees 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 any 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): Andrew C. Abrams

Representative’s Signature: [Signature]

Name of Company: Andrew C. Abrams

Tel. No.: 201-659-5100

Date: 12/27/18
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders.

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

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

Business Name: ANDREW C. ARBEANS
Address: 245 NEWARK AVE, JERSEY CITY, NJ 07302
Telephone No.: 201-659-5500
Contact Name: ANDREW C. ARBEANS

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 Alaska 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: \[Andrew C. Abrams\]
Address: 295 Newark Ave., Jersey City, NJ 07302
Telephone No.: 201-659-5500
Contact Name: \[Andrew C. Abrams\]

Please check applicable category:

- [X] 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.
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
Division of Contract Compliance & Equal Employment Opportunity  
VENDOR ACTIVITY SUMMARY REPORT  

[Table showing employment data for various categories such as officials & managers, professionals, technicians, sales workers, office & clerical workers, craftworkers, operatives, laborers, service workers, and totals for males and females, with columns for race categories like black, hispanic, AM. Indian, Asian, and non-min.]

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>TOTAL</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

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

NAME OF PERSON COMPLETING FORM (PRINT OR TYPE):  
LAST NAME:   
FIRST NAME:   
SIGNATURE:   
DATE SUBMITTED:   

ADDRESS (NO. & STREET):   
(CITY)   
(STATE)   
(ZIP)   
PHONE (AREA CODE, NO., EXTENSION):   

**End of Form**
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: ANDREW C. ABELAMS |
| Address: 1645 NEW JERSEY AVENUE |
| City: MORTON GROVE | State: IL | Zip: 60053 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
Sample Employee Information Report Form AA302

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

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED DOCUMENTS MAY CAUSE RESCINDATION OF YOUR CONTRACT. DO NOT SUBMIT THIS REPORT FOR SECTION A, ITEM 11. For questions or comments regarding the form, please contact: Compliance Unit, Division of Purchase & Property, State House, Trenton, NJ 08625-0100.

SECTION A - COMPANY IDENTIFICATION

1. FEIN, NO. OR SOCIAL SECURITY
   □ 1. TAX ID NO. □ 2. SSN

2. TYPE OF BUSINESS
   □ 1. MANUFACTURE □ 2. SERVICE □ 3. WHOLESALE

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. ADDRESS
   NEW JERSEY CITY
   COUNTY
   STATE
   ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY IF N/A: NO INQUIRY

7. CORPORATION IS THE COMPANY
   ■ SINGLE-ESTABLISHMENT EMPLOYER
   □ MULTIPLE-ESTABLISHMENT EMPLOYER

8. IN THE ESTABLISHMENT WHERE THIS REPORT WAS PREPARED, ENTER THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF ESTABLISHMENTS AT ESTABLISHMENT WHICH HAS BEEN AWARDING THE CONTRACT

10. BUS STABILITY AWARDING CONTRACT

11. OFFICE USE ONLY
   DATE
   SIGNATURE
   ANNUAL CONTRACT AMOUNT

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, or just those in employment, in all categories, as columns 1, 3, 5, 7, 9, 11, 13.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>PERCENT 1</th>
<th>PERCENT 2</th>
<th>PERCENT 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL MALE</td>
<td>MALE</td>
<td>MALE</td>
<td>MALE</td>
</tr>
<tr>
<td></td>
<td>TOTAL FEMALE</td>
<td>FEMALE</td>
<td>FEMALE</td>
<td>FEMALE</td>
</tr>
<tr>
<td>Official/Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
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</tr>
<tr>
<td>Sales Workers</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Clerical</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Craftsmen</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators/Drivers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laboratory</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Service Workers</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
   □ 1. Visual Survey □ 2. Employment Roster □ 3. Other Identify

14. IS THIS THE FIRST EMPLOYER INFORMATION REPORT SUBMITTED?

15. IF NO, DATE LAST REPORT SUBMITTED
   □ 1. YES □ 2. NO
   Date: 12/4/17
   Signature: [Signature]
   Title: [Title]
   Date: 12/4/17
   Address: [Address]
   City: [City]
   County: [County]
   State: [State]
   ZIP Code: [ZIP Code]
   Extension: [Extension]

SECTION C - SIGNATURE AND IDENTIFICATION

[Signature]
[Address and Contact Information]
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (name of business entity) has not made any reportable contributions in the one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Andrew C. Abram

Signed: Andrew C. Abram

Title: Attorney

Print Name: Andrew C. Abram

Date: 12/17/18

Subscribed and sworn before me this 17th day of December, 2018

My Commission expires:

(Corporate Seal)

Affiant

State of New Jersey

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**
**FOR NON-FAIR AND OPEN CONTRACTS**
Required Pursuant To N.J.S.A. 19:44A-20.8
*CITY OF JERSEY CITY*

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Mira Prinz-Arcy for Council</td>
</tr>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

**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  ☑ Sole Proprietorship  ☐ Subchapter S Corporation
☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership

**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: [Redacted]
Signature of Affiant: [Redacted]
Printed Name of Affiant: [Redacted]
Date: December 10, 2018

Subscribed and sworn before me this 27th day of December 2018

(My Commission expires)
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 OCT 2020 - 15 OCT 2021.

ANDREW C. ABRAMS
235 NEWARK AVENUE
JERSEY CITY
NG 07302

Andrew P. Sidamon-Eristoff.
State Treasurer
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 (800)292-9232.

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

TAXPAYER NAME: ABRAMS, ANDREW C

TRADE NAME: 

ADDRESS: 295 NEWARK AVE JERSEY CITY NJ 07302-2630

SEQUENCE NUMBER: 1264894

EFFECTIVE DATE: 09/15/06

ISSUANCE DATE: 10/01/18

James J. Fruscione
Director
New Jersey Division of Revenue
Resolution of the City of Jersey City, N.J.

CITY CLERK FILE NO. RES. 19-118

AGENDA NO. 10.2.21

APPROVED: FEB. 4, 2019

TITLE:
RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2019

COUNCIL MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in 1971, the Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings where such defendants are subject, if convicted, to a threat or likelihood of imprisonment or other consequences of magnitude, Rodriguez v. Rosenblatt, 58 N.J. 281 (1971); and

WHEREAS, in March 1998, the State Legislature enacted the Municipal Public Defenders act, N.J.S.A. 2B:24-1 et seq.; and

WHEREAS, N.J.S.A. 2B:24-1(d) provides that it is essential to require the appointment of Municipal Public Defenders by each municipal government in the State; and

WHEREAS, the City of Jersey City establishes a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, the prior professional services agreements expired on December 31, 2018; and

WHEREAS, each attorney named on the list attached hereto is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

WHEREAS, each attorney will enter into a professional services agreement with the City of Jersey City to serve as Public Defender for a period not to exceed one year effective as January 1, 2019; and

WHEREAS, the professional services agreement for any of the participating attorneys may be cancelled at any time during the 2019 Calendar Year; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, each attorney on the attached list has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit any of the attorneys from making an reportable contributions during the term of the contract; and

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

WHEREAS, each attorney 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, it is estimated that the annual cost of these contracts shall be approximately $300,000; and

WHEREAS, $144,945 is presently available in the temporary budget in Acct. No. 19-01-201-43-495-312 for the cost of these services.

WHEREAS, the continuation of the contracts after the expenditure of funds from the temporary budget is contingent upon the availability of funds in the permanent budget.
RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2019

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

1. The attorneys named on the list attached hereto are awarded professional services agreements to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing retroactively as of January 1, 2019 subject to the following terms and conditions.

   (a) Each attorney shall be compensated in the sum of Two-Hundred ($200.00) Dollars per session, with an additional sum of Seventy-Five ($75.00) Dollars per sessions paid in those cases where a trial extends beyond one session;

   (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five ($75.00) Dollars.

   (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five ($75.00) Dollars.

   (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating the defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.

2. A copy of this Resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and

3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreements 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.

I hereby certify that there are sufficient funds available in Account No.: 19-01-201-43-495-312 for payment of this Resolution. (See PO #s attached)

Elizabeth Castillo, Acting Chief Financial Officer

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>BOOGIANO</td>
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<td>ROBINSON</td>
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✓ Indicates Vote

N.Y.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
**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 AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2019 |

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Office of the Public Defender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Andrew C. Abrams</td>
<td>Chief Public Defender</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201)209-6761</td>
<td></td>
</tr>
</tbody>
</table>

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

**Contract Purpose**

The Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings. The State Legislature enacted the Municipal Public Defenders Act requiring the appointment of a Chief Municipal Public Defender and Municipal Public Defenders by each municipal government in the State. The City of Jersey City established a Public Defender program by executing agreements with private attorneys.

**Cost (Identify all sources and amounts) Contract term (include all proposal renewals)**

<table>
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<th>$300,000 per year</th>
<th>One year</th>
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<td>Acct. No.: 19-01-201-43-495-312</td>
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**Type of award**

If “Other Exception”, enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director [Signature] Date 2/3/19
## JERSEY CITY MUNICIPAL PUBLIC DEFENDERS
### CALENDAR YEAR 2019

<table>
<thead>
<tr>
<th>PUBLIC DEFENDER</th>
<th>PO #</th>
<th>VENDOR #</th>
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<tbody>
<tr>
<td>Andrew Abrams, Esq.</td>
<td>132149</td>
<td>A8004998</td>
</tr>
<tr>
<td>Christina Bennett, Esq.</td>
<td>132151</td>
<td>BEO62675</td>
</tr>
<tr>
<td>John T. Coyle, Esq.</td>
<td>132152</td>
<td>C0895131</td>
</tr>
<tr>
<td>Christopher DeSocio, Esq.</td>
<td>132153</td>
<td>DE838020</td>
</tr>
<tr>
<td>Nelson Gonzalez, Esq.</td>
<td>132154</td>
<td>GO238090MV</td>
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<tr>
<td>Carl Losito, Esq.</td>
<td>132155</td>
<td>LO338275</td>
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<tr>
<td>Steven Maslo, Esq.</td>
<td>132156</td>
<td>MA862037</td>
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<tr>
<td>Reza Mazaheri, Esq.</td>
<td>132157</td>
<td>SM90684658</td>
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<tr>
<td>Michael Pastacaldi, Esq.</td>
<td>132158</td>
<td>PA427101</td>
</tr>
<tr>
<td>Kathleen Theurer, Esq.</td>
<td>132159</td>
<td>TH547247</td>
</tr>
<tr>
<td>Kevin Purvin, Esq.</td>
<td>132160</td>
<td>PU451040</td>
</tr>
<tr>
<td>Steven Sciancalepore, Esq.</td>
<td>132161</td>
<td>SC45857</td>
</tr>
<tr>
<td>Robert Utsey, Esq.</td>
<td>132162</td>
<td>UT567120</td>
</tr>
<tr>
<td>Salvatore Vargo, Esq.</td>
<td>132163</td>
<td>LA324819</td>
</tr>
<tr>
<td>Agiaia Papadopoulos-Vlantes, Esq.</td>
<td>132300</td>
<td>VL555100W</td>
</tr>
<tr>
<td>Jared Weiss, Esq.</td>
<td>132301</td>
<td>FR848836</td>
</tr>
<tr>
<td>Jonathon Goodman, Esq.</td>
<td>132302</td>
<td>GO239010</td>
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</table>
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY CITY POLICE OFFICERS BENEFICENT ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed on January 29, 2019 in Superior Court of New Jersey under Docket No. HUD-L-000410-19 by Jersey City Police Officers Benevolent Association ("JCPOBA") alleging that the City of Jersey City ("City") is not complying with Jersey City Ordinance Article XI, Section 3-85.1, off duty employment program; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent the City; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. is qualified to perform these services; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. agreed to provide its services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $50,000.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

WHEREAS, in October 2018, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. 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, an encumbrance in the amount of $10,000.00 is available in Account No. 19-01-201-23-210-312.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with Apruzzese, McDermott, Mastro & Murphy, P.C. to represent the City of Jersey City in the JCPOBA litigation is hereby ratified for one year effective January 29, 2019, for a total contract amount of $50,000.00, including expenses;

2. The award of this contract shall be subject to the condition that Apruzzese, McDermott, Mastro & Murphy, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES
AGREEMENT WITH APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C. TO
REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY CITY
POLICE OFFICERS BENEVOLENT ASSOCIATION, ET AL. 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. 5:50-5.5(c), the continuation of the contract after the expenditure of
funds encumbered in the 2019 fiscal year budget shall be subject to the encumberancy of funds in
the 2020 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. 132529

Elizabeth Castillo, Acting Chief Financial Officer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-19

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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rinaldo 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 THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION, ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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</thead>
<tbody>
<tr>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-4667</td>
</tr>
<tr>
<td>Law</td>
<td>Corporation Counsel</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

It was necessary to hire outside counsel to represent the City of Jersey City who were named in a complaint filed in the Superior Court by Jersey City Police Officers Benevolent Association, et al., alleging City of Jersey City is not complying with Jersey City Ordinance Article XI, Section 3-85.1, off duty employment program.

Cost (Identify all sources and amounts)

$50,000
19-01-201-23-210-312

Contract term (include all proposed renewals)

1 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

2/5/19
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, Apruzzese, McDermott, Mastro & Murphy, 25 Independence Blvd., P.O. Box 112, Liberty Corner, NJ 07938 ("Special Counsel"). This agreement is for one year effective June 1, 2017. The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the representation of the City of Jersey City in Jersey City Police Officers Benevolent Association et al. 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.

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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
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 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. 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.

IX. 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:

________________________
Robert Byrne
City Clerk

WITNESS:

________________________

City of Jersey City

________________________
Brian Platt
Business Administrator

Aruzezese, McDermott, Mastro & Murphy

________________________
By:
Firm:
(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: ________
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: Apuzzese, McDermott, Mastro & Murphy, P.C.
Address: 25 Independence Boulevard, Warren, NJ 07059
Telephone No.: 908-580-1776
Contact Name: Arthur R. Thibault, Jr.

Please check applicable category:

____ Minority Owned Business (MBE) ______ Minority & Woman Owned Business (MWBE) ______ Woman Owned Business (WBE) X Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Women Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-529 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and women-owned business enterprises.

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

Business Name: Apruzzese, McDermott, Mastro & Murphy, P.C.
Address: 25 Independence Boulevard, Warren, NJ 07059
Telephone No.: 908-580-1776
Contact Name: Arthur R. Thibault, Jr.

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.

Women Business Enterprise

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

DIVISION OF PURCHASING COPY
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [name of owner], 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. §12131 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, subcontractors, or any alleged joint venturer violates the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all claims, losses, costs, disbursements, or damages, of whatever kind or nature, arising out of or in any way connected with the alleged violation. The contractor shall, at its own expense, appear, defend, and pay costs and all expenses arising from such actions or administrative proceedings. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to indemnify the owner against any judgment or award of damages against the owner, or if the owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedures, the contractor shall indemnify and save harmless the owner's expenses.

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 immediately 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 claims which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause is in no way limited to the contractor's obligations assumed in this Agreement, nor shall it be continued to relieve the contractor from any liability, nor provide the owner from taking any other action available to it under any other provisions of the Agreement or otherwise.

Representative's Name (Print)  Robert T. Clarke, President
Representative's Signature  
Name of Company  Apruzzese, McDermott, Mariotti & Murphy, P.C.
Federal No. 908-589-1776
Date  2/15/93
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, affilicntional or sexual
orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any
recruitment agent 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
personal 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, affilicntional 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 Employment Information Report

Employees 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/trenton/affirmative_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 19 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. 10:33-1 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

Representative's Name/Title (Print):

Robert T. Clarke, President

Representative's Signature:

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

Date: 1/5/9
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 contractor, (name of business entity), has not made any reportable contributions in the **one-year period proceeding *** (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 the 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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed: Robert T. Clark
Title: President
Print Name: Robert T. Clark
Date: February 5, 2019

Subscribed and sworn before me this 5 day of Feb, 2019
My Commission expires: Anne K. King (Affidavit)
(Print name & title of Affiant) (Commission Expires 9/21/2021)

*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.*
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 ten (10) days prior to the award of the contract.

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Apruzzese, McDermott, Mastro &amp; Murphy, P.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>25 Independence Boulevard, P.O. Box 112</td>
</tr>
<tr>
<td>City</td>
<td>Liberty Corner</td>
</tr>
<tr>
<td>State</td>
<td>New Jersey</td>
</tr>
<tr>
<td>Zip</td>
<td>07938</td>
</tr>
</tbody>
</table>

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 T. Clarke
Printed Name: Robert T. Clarke
Title: President

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apruzzese, McDermott, Mastro &amp; Murphy</td>
<td>Committee to Elect James Davis</td>
<td>4/27/18</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Date</th>
<th>Amount</th>
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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 Affidavit
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not and will not make any supportable contributions pursuant to N.J.S.A. 19:44A-1 et seq., that, pursuant to P.L. 2004, c. 19 would have 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 committees, 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(c)(b)(g) and (j).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mitra Pinto-Aray for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lattaro for Councilman</td>
<td>Friends of Richard Boggiato</td>
</tr>
<tr>
<td>Friends of Joyce Wetterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

Check the box that represents the type of business entity:
- Partnership
- Corporation
- Sole Proprietorship
- Subchapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert E. Clarke</td>
<td>36 Cedar Road, Whitehouse Station, NJ 08889</td>
</tr>
<tr>
<td>Frederick T. Danser</td>
<td>853 Collins Meadow Drive, Georgetown, SC 29440</td>
</tr>
<tr>
<td>Maurice J. Nelligan</td>
<td>57 Country Acres Drive, Hampton, NJ 08827</td>
</tr>
<tr>
<td>Barry Marell</td>
<td>5 La Plac Place, Warren, NJ 07059</td>
</tr>
<tr>
<td>Mark J. Blunda</td>
<td>73 South Manor Court, Wall, NJ 07719</td>
</tr>
</tbody>
</table>

Part 3 – Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affidavit and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ADRUZZESE, McDermott, MASTRO & MURPHY, P.C.
Signature of Affiant: Robert T. Clarke, Title: President
Printed Name of Affiant: Robert T. Clarke, Date: February 5, 2019

Subscribed and sworn before me this 5th day of February 2019.

My Commission expires: ANNE K. KING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/24/2021

(Witness to signature)
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
APRILZEN, MCDERMOT, MASTRO & MURPHY PC

TAXPAYER IDENTIFICATION #: 221-811-3356/000

ADDRESS:
25 INDEPENDENCE PL
WARREN NJ 07059

EFFECTIVE DATE:
07/22/04

ISSUANCE DATE:
08/31/04

This Certificate is NOT assignable or transferable. It must be completely displayed at above address.
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE
LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES TO SERVE AS SPECIAL
COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved Resolution 18-209 on February 28, 2018 awarding a one year professional services agreement for a total contract amount of $150,000 with the law firm of Eric M. Bernstein & Associates to represent the City of Jersey City in tax appeal cases; and

WHEREAS, on December 19, 2018, the Municipal Council adopted Resolution 18-1119 increasing the contract amount by an additional $65,000 for a total contract amount not to exceed $215,000; and

WHEREAS, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the City still needs the service of an attorney to represent the City in tax appeal cases and it is necessary to renew the contract with the law firm of Eric M. Bernstein & Associates and to increase the contract amount by an additional $150,000.00; and

WHEREAS, law firm of Eric M. Bernstein & Associates agrees to provide these services at an hourly rate of $150.00 per hour, including expenses; and

WHEREAS, the City is awarding the contract to the law firm of Eric M. Bernstein & Associates under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in Account No. 19-01-201-20-155-312; and

WHEREAS, law firm of Eric M. Bernstein & Associates has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with the law firm of Eric M. Bernstein & Associates is reauthorized for one year effective February 13, 2019, and the contract amount is increased by an additional $150,000, for a total contract amount of $365,000;

2. This contract award shall be subject to the condition that the law firm of Eric M. Bernstein & Associates provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEEN & ASSOCIATES TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

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(a), 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.

I, hereby certify that there are sufficient funds available in Account No.: 19-01-201-20-155-312 for payment of this resolution. PO NO. 123456

[Signature]
(Elizabet Castillo, Acting Chief Financial Officer)

FO 01/23/2019

APPROVED:

[Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
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<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td>✓</td>
<td></td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
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<td></td>
<td>WATTERMAN</td>
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<td>✓</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓: Aye, -: Nay, ✓: Not Required

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
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 AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The City is reauthorizing a contract with Eric M. Bernstein & Associates to represent the City of Jersey City to provide legal services for Tax Appeals.

Cost (Identify all sources and amounts)  

| 19-01-201-20-155-312 | $150,000.00 |

Contract term (include all proposed renewals)  

One Year

Type of award  

Fair/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date  
2/15/19
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, Eric M. Bernstein & Associates, 34 Mountain Blvd., Bldg. A, P.O. Box 4922, Warren, NJ 07059 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the City of Jersey City to provide legal services in Tax Appeals.

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 $150,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.
Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any
Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
• Library usage (including book purchases or subscriptions) or library staff time
• Office supplies
• Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

• Rent (including temporary office space)
• Westlaw, Lexis and other legal database services
• Cost or usage of computers or mobile devices or internet service charges
• Equipment rental
• Storage charges
• Catering for internal meetings
• Meals (except during business travel, and then limited to $70 per day)
• Mileage for short trips (<30 miles one way)
• Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
• Telephone charges
• Facsimile charges
• Allocated charges from a firm’s blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel’s prior approval.**

K. **Reimbursement of Meals for Overnight Travel.**
The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. 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 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 non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably 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.

C. Certification of Funding.

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

Attest: City of Jersey City

Page 14 of 17
APPENDIX A

CONFIDENTIALITY AGREEMENT

_____________________, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated ____________, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: __________________________

By: __________________________

Title: __________________________

Date: __________
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

WHEREAS, the City of Jersey City (City) requires the services of an attorney to serve as special counsel to represent the City in pending tax appeals; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, in October 2017, the City publicly advertised a Request for Qualifications (RFQ) using the “fair and open process” as described under the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Eric M. Bernstein & Associates submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, Eric M. Bernstein & Associates agreed to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $150,000; and

WHEREAS, Eric M. Bernstein & Associates possesses the skills and expertise to perform these services; and

WHEREAS, this contract award is in accordance with the “fair and open process” of the Pay-to-Play Law; and

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

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in Account No. 18-01-201-20-155-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. A one year contract effective February 13, 2018 with the law firm of Eric M. Bernstein & Associates is hereby awarded for a total contract amount not to exceed $150,000, including expenses;

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

3. This contract award 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.;
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ERIC M. BERNSTEIN & ASSOCIATES TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as Corporation Counsel deems appropriate or necessary;

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

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

7. The City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution.

Donna Manez, Chief Financial Officer

APPROVED: [Signature]
APPROVED: [Signature]
APPROVED AS TO LEGAL FORM: [Signature]

Certification Required ☑
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-28-18

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF ERIC M. BERNSTEIN & ASSOCIATES, LLC TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

COUNCIL

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution 18-209 on February 28, 2018 authorizing a one year renewal of a professional services agreement effective as of February 13, 2018 for a total contract amount of $150,000 with the law office of Eric M. Bernstein & Associates, LLC, as counsel to represent the City in tax appeal matters; and

WHEREAS, the City awarded this contract under the fair and open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:64A-20.4 et seq.; and

WHEREAS, all funds have been expended and it is necessary to amend the contract to increase it by an additional $65,000 as the City continues to litigate this matter; and

WHEREAS, Eric M. Bernstein & Associates, LLC will provide these services at an hourly rate of $150.00, including expenses; and

WHEREAS, funds in the amount of $65,000.00 are available in Account No. 18-01-201-20-155-312.

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

1. The above recitals are incorporated herein by reference; and-

2. The contract with the office of Eric M. Bernstein & Associates, LLC is amended to increase the contract amount by an additional $65,000 for a total contract amount of $215,000; and

3. The Mayor or Business Administrator is hereby authorized to execute the First Amendment to the Agreement attached hereto; and

4. Notice of this amendment shall 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. Pursuant to N.J.A.C. 5:30-5.3(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject the encumbrance of funds in the 2019 fiscal year budget.

I, Donna Mauer hereby certify that funds there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution. P.O. No. 131,077

Donna Mauer, Chief Financial Officer

APPROVED: /\ 12/11/18

APPROVED AS TO LEGAL FORM

APPROVED: /\ 12/11/18

Business Administrator

Corporation Counsel

Certification Required □

Not Required □

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12-19-18

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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Eduardo S. Lucca, Jr., President of Council

Robert Byrne, Chief Clerk
EXHIBIT A (Continuation)

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

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

In conformity 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 statute 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 Employment Information Report

Employee Information Report Form AA362 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/eeogrund_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchases & 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 Purchases & 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 undertakes 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):  Eric H. Bernstein, Esq., Owner/Partner

Representative's Signature:  

Name of Company:  Eric H. Bernstein - Associates, L.L.C.

Tel./No.: (732) 805-3366  Date: 12/11/2018
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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 related to any alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all claims for legal services and any and all costs and other expenses arising from such action or administrative proceeding or claimed 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 carry out 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 undertakes 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 prejudice the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise thereat.

Representative's Name (Title Bar): Ever Martin Bonstein, Esq., Owner/Principal
Representative's Signature: __________________________
Name of Company: Ever Martin Bonstein, Associates, LLC
Date: 2/11/2014
Tel. No.: (718) 806-3380
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-329 establishes a goal of awarding 26% 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.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Etc M. Bernstein Associates, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>34 Hapentine Boulevard Bldg A</td>
</tr>
<tr>
<td></td>
<td>Weehawken, NJ 07086</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>(732) 801-3360</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Etc M. Bernstein, Esq</td>
</tr>
</tbody>
</table>

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [ ] Minority & Woman Owned Business (MWBE)
- [X] Woman Owned Business (WBE)
- [ ] Neither

Definitions:
Minority Business Enterprise

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

- **African American**: A person having origins in any of the black racial groups of Africa
- **Hispanic**: A person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- **Asian**: A person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- **American Indian or Alaskan Native**: A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Erz. M. Bernstein, Associates, LLC.
Address: 34 Mountain Blvd., Bldg. A, West New York, NJ 07093
Telephone No.: (732) 805-0560
Contact Name: Erz. M. Bernstein, Esq.

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned Business (WBE)  X Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

PART I. Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [Insert Name of Business Entity] has not made any reportable contributions in the one-year period preceding [Insert Date] (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), and that would bar the award of this contract. I further certify that during the term of the contract [Insert 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: [Insert Name of Business Entity]
Signed: [Signature]
Title: [Insert Title]
Print Name: [Print Name]
Date: [Insert Date]
Subscribed and sworn before me this [Day], [Month], 201[?]
My Commission expires: [Insert Expiration Date]
[Signature]
[Affiant]
[Title]

**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 the final scheduled approval of the contract by the governing body to any of the following named candidate committees, joint candidate committees, or political party committees representing the elected officials of the <name of state elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017
Lavarro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council
Mira Prinz-Arcy for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Martin Bassett</td>
<td>10 Timberline Drive, Bridgewater, New Jersey 08807</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 penalties permitted under law.

Name of Business Entity: Eric M. Bassett Associates, Inc.
Signature of Affiant: ____________________________
Printed Name of Affiant: Eric M. Bassett
Title: Owner/Partner
Date: December 11, 2018

Subscribed and sworn before me this 11th day of December, 2018
Heather L. Nevola
Commissioner # 2391205
Notary Public - State of New Jersey
My Commission expires Nov. 18, 2019
(Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Eric H. Bernstein &amp; Associates, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>167 Mountain Back Road A</td>
</tr>
<tr>
<td>City:</td>
<td>Wilkes Barre</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07691-4922</td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[Signature]  [Printed Name]  [Title]

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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<tbody>
<tr>
<td>Eric H. Bernstein &amp; Associates, LLC</td>
<td>Muncio Park Fire Co.</td>
<td>1/1/2018</td>
<td>$720.00</td>
</tr>
<tr>
<td></td>
<td>Newark Municipal Fd.</td>
<td>10/1/2018</td>
<td>$75.00</td>
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<tr>
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<td>N.J. Democratic GOTV</td>
<td>9/3/2018</td>
<td>$720.00</td>
</tr>
<tr>
<td></td>
<td>Bergen County Mayor Assoc.</td>
<td>11/23/2017</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Democratic</td>
<td>9/24/2018</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>District 36 Democrats</td>
<td>11/11/2018</td>
<td>$2,000.00</td>
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<tr>
<td></td>
<td>Union City Fire</td>
<td>11/30/2018</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Union City Fire</td>
<td>9/11/2018</td>
<td>$900.00</td>
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<td>(South Jersey Regional Cmty Fd.)</td>
<td>6/5/2018</td>
<td>$1,000.00</td>
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<td>Union City Fd.</td>
<td>5/19/2018</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>North Atlantic Regional Agency</td>
<td>2/13/2018</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Bergen County Mayor Assoc.</td>
<td>2/19/2018</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

[Signature]  [Printed Name]  [Title]

☐ Check here if the information is continued on subsequent page(s)
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 2021 - 15 APR 2021

ERIC M. BERNSTEIN & ASSOCIATES, P.L.C.
34 MOUNTAIN BLVD., BUILDING A
WARREN, NJ 07059

[Signature]
Andrew P. Sidarian-Eldoff
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
ERIC M BERNSTEIN & ASSOCIATES LLC

ADDRESS:
TWO NORTH RD
WARREN NJ 07059

EFFECTIVE DATE:
09/15/00

TRADE NAME:

SEQUENCE NUMBER:
0747136

ISSUANCE DATE:
06/14/07

(Signature)
Acting Director
New Jersey Division of Revenue

This Certificate is NOT assignable or transferable - it must be conspicuously displayed at above address.
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CALCAGNI & KANEFSKY, LLP TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF WASHINGTON COMMONS, LLC ET AL. V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") is a defendant in a lawsuit filed in US District Court of New Jersey under Docket No. 2:16-cv-01458-WJM-MF by Washington Commons, LLC; and

WHEREAS, the City entered into a settlement agreement with the plaintiff on February 27, 2017; and

WHEREAS, a dispute has arisen over the terms and conditions of the settlement agreement; and

WHEREAS, the City seeks to retain the law firm of Calcagni & Kanefsky LLP who settled the lawsuit, to settle the dispute concerning the settlement agreement; and

WHEREAS, the law firm of Calcagni & Kanefsky LLP agrees to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total contract amount not to exceed $15,000; and

WHEREAS, the law firm of Calcagni & Kanefsky LLP possesses the skills and expertise to perform these services; and

WHEREAS, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

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

WHEREAS, funds in the amount of $15,000.00 are available for the cost of these services 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 award of a professional services agreement with the law firm of Calcagni & Kanefsky LLP is hereby authorized for one year effective February 14, 2019 for a total contract amount not to exceed $15,000.

2. The award of this contract shall be subject to the condition that the law firm of Calcagni & Kanefsky, LLP the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

3. 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;
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CALCAGNI & KANEFSKY, LLP TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF WASHINGTON COMMONS, LLC ET AL. V. CITY OF JERSEY CITY, ET AL.

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 certified that funds in the amount of $15,000 are available in Account No. 19-01-201-23-210-312. 

Elizabeth Castillo, Acting Chief Financial Officer

Approved: 

Business Administrator

Corporation Counsel

Approved: 

APPROVED AS TO LEGAL FORM

Certification Required ✓

Not Required □

APPROVED 2/14/19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRIO, PRES.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roberto R. Lavaretto, 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 AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF CALCAGNI & KANEFSKY, LLP TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF WASHINGTON COMMONS, LLC ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-4667</td>
</tr>
<tr>
<td></td>
<td>Corporation Counsel</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

A dispute has arisen over the terms and conditions contain within the agreement of this matter.

The City of Jersey City requires services of the attorney who previously settled this matter, the law firm of Calcagni & Kanefsky LLP to settle dispute in connection with this matter.

Cost (Identify all sources and amounts)

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Fund Commission</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

Type of award

Fair/Open

Contract term (include all proposed renewals)

One Year

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2/5/19
COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-003

TITLE:
ORDINANCE AUTHORIZING THE SETTLEMENT AGREEMENT RESOLVING THE FEDERAL AND STATE LITIGATION CONCERNING BLOCK 11612, LOT 2, MORE COMMONLY KNOWN AS 311 WASHINGTON STREET UNITS 2A, 2B, 2C, 2D, 2E, 2F & 2G AND CONVEYING CONDOMINIUM UNITS 2E & 2F TO WASHINGTON COMMONS IN EXCHANGE FOR REPAIRS AND RENOVATIONS TO ALL SEVEN UNITS

COUNCIL
offered and moved adoption of the following Ordinance:

WHEREAS, the Courts concluded that the City of Jersey City [“City”] is the rightful owner of seven condominium units located within Block 11612, Lot 2, more commonly known as 311 Washington Street, Units 2A, 2B, 2C, 2D, 2E, 2F, and 2G [“Property”]; and

WHEREAS, the Property sustained extensive damage prior to the City acquiring possession of the Property, which became the subject of a lawsuit filed by the City in the Hudson County Superior Court, Law Division bearing Docket No.: HUD-L-4044015 [State Court Action], against Washington Commons, LLC [Developer], The Washington Commons at Jersey City Condominium Association, Inc. [Association], Jack Ching Kung Kao and Hsien Hsuan; and

WHEREAS, the Developer, Neil Sorrentino, Sarifino Tomasetti, Maria Tomasetti and Joseph Sorrentino [Federal Court Plaintiff] filed a complaint in United States District Court bearing Case No.: 2:16-cv-1458-WJM-MF [Federal Court Action] against the City, Mariano Vega and Jeremy Furrill, Esq., demanding the conveyance of title to the Federal Court Plaintiff, $10,000,000 (ten million dollars), attorneys fees and costs of suit; and

WHEREAS, all parties to the Federal Court Action and the State Court Action, with the exception of Jack Ching Kung Kao and Hsuan Hsuan, have agreed to amicably settle both lawsuits pursuant to the terms set forth in the Settlement Agreement; and

WHEREAS, the Federal Court Plaintiffs have agreed to make all necessary repairs to the Property in exchange for title to Units 2E and 2F; and

WHEREAS, the City will convey title to Unit 2E in good faith that the Federal Court Plaintiffs will complete the renovations to the Property; and

WHEREAS, the City will convey title to the second unit after the Federal Court Plaintiffs have completed the renovations of the Property to the City’s satisfaction; and
ORDINANCE AUTHORIZING THE SETTLEMENT AGREEMENT RESOLVING THE FEDERAL AND STATE LITIGATION CONCERNING BLOCK 11612, LOT 2, MORE COMMONLY KNOWN AS 311 WASHINGTON STREET UNITS 2A, 2B, 2C, 2D, 2E, 2F & 2G AND CONVEYING CONDOMINIUM UNITS 2E & 2F TO WASHINGTON COMMONS IN EXCHANGE FOR REPAIRS AND RENOVATIONS TO ALL SEVEN UNITS

WHERRAS, the City is authorized to transfer title of Units 2E and 2F to the Federal Court Plaintiffs in exchange for consideration pursuant to N.J.S.A. 40A:12-13;

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

A. The conveyance of Units 2E and 2F located at Block 1161, Lot 2 on Jersey City's Official Tax Assessment Map, more commonly known as 311 Washington Street, by the City of Jersey City to the Federal Court Plaintiffs is hereby approved, subject to the following:

1. Upon execution of the Settlement Agreement:
   a. The City of Jersey City shall make an initial, good faith conveyance of title in fee simple of Unit 2E to the Federal Court Plaintiffs;
   
   b. The City shall execute and file a Stipulation of Dismissal Without Prejudice with respect to its claims against Developer and the Association in the State Court Action;
   
   c. The City shall execute and deliver an assignment to Developer of the City's claims in the State Court Action against Jack Ching Kung Kao and Hsun Hsun;
   
   d. The Federal Court Plaintiffs shall execute and file a Stipulation of Dismissal Without Prejudice with respect to the Federal Court Action;
   
   e. The Federal Court Plaintiffs shall execute all documents (including deeds) and take all necessary actions to transfer title to Units 2A, 2B, 2C, 2D, 2F and 2G to the City; and
   
   f. The Federal Court Plaintiffs shall complete all necessary repairs and renovations to the Property to the City's satisfaction within 180 days of transfer of title to Unit 2E

2. Upon Federal Court Plaintiffs' completion of all necessary repairs and renovations to the Property as outlined in the Settlement Agreement:

   a. The City shall transfer title to Unit 2F to the Federal Court Plaintiffs in fee simple;
   
   b. The City shall execute and file a Stipulation of Dismissal With Prejudice with respect to its claims against Developer and the Association in the State Court Action; and
   
   c. The Federal Court Plaintiffs shall execute and file a Stipulation of Dismissal With Prejudice with respect to the Federal Court Action
ORDINANCE AUTHORIZING THE SETTLEMENT AGREEMENT RESOLVING THE FEDERAL AND STATE LITIGATION CONCERNING BLOCK 11612, LOT 2, MORE COMMONLY KNOWN AS 311 WASHINGTON STREET UNITS 2A, 2B, 2C, 2D, 2E, 2F & 2G AND CONVEYING CONDOMINIUM UNITS 2E & 2F TO WASHINGTON COMMONS IN EXCHANGE FOR REPAIRS AND RENOVATIONS TO ALL SEVEN UNITS

B. The Mayor or Business Administrator is directed to execute the Settlement Agreement with Jeremy Farrell, Esq; Washington Commons, LLC; The Washington Commons at Jersey City Condominium Association, Inc.; Nell Sattentino; Seritino Tomasetti; Maria Tomasetti; and Joseph Sarentino and any other documents, including deeds deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer Units 2E and 2F in accordance with the terms of the Settlement Agreement.

C. The Settlement Agreement shall be in substantially the form attached hereto, subject to such modifications as the Corporation Counsel deems appropriate or necessary.

D. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.

E. This Ordinance shall take effect at the time and in the manner as provided by law.
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

ORDINANCE AUTHORIZING THE SETTLEMENT AGREEMENT RESOLVING THE FEDERAL AND STATE LITIGATION CONCERNING BLOCK 11612, LOT 2, MORE COMMONLY KNOWN AS 311 WASHINGTON STREET UNITS 2A, 2B, 2C, 2D, 2E, 2F & 2G AND CONVEYING CONDOMINIUM UNITS 2E & 2F TO WASHINGTON COMMONS IN EXCHANGE FOR REPAIRS AND RENOVATIONS TO ALL SEVEN UNITS

Initiator

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<tr>
<th>Department/Division</th>
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<tr>
<td>LAW</td>
<td>JEREMY FARRELL</td>
<td>201-547-4667</td>
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<tr>
<td>LAW</td>
<td>CORPORATION COUNSEL</td>
<td><a href="mailto:JFARRELL@JCNJ.ORG">JFARRELL@JCNJ.ORG</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This ordinance authorizes the transfer of two condominium units to Washington Commons to resolve the pending federal and state litigation involving the seven condominium units owned by the City of Jersey City at 311 Washington Street.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Ordinance of the City of Jersey City, N.J.

Ordinance authorizing the settlement agreement resolving the Federal and State litigation concerning Block 11612, Lot 2, more commonly known as 311 Washington Street Units 2A, 2B, 2C, 2D, 2E, 2F & 2G and conveying condominium units 2E & 2F to Washington Commons in exchange for repairs and renovations to all seven units.

**RECORD OF COUNCIL VOTE ON INTRODUCTION**

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**RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY**

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**Adopted on first reading of the Council of Jersey City, N.J. on**

JAN 11 2017

**Adopted on second and final reading after hearing on**

JAN 25 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JAN 25 2017

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JAN 30 2017

Approved by Mayor

Steven M. Fulop, Mayor

Date JAN 26 2017

Acknowledged by Mayor

Marie F. Fulop, Mayor
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made as of the ___ day of January, 2017, between and among the following parties: the City of Jersey City ("Jersey City"); Jeremy Farrell, Esq. ("Farrell"); Washington Commons, LLC; Neil Sorrentino; Serafino Tomasetti; Maria Tomassetti; Joseph Sorrentino; and The Washington Commons at Jersey City Condominium Association, Inc. (hereinafter collectively referred to as "the Parties" and individually referred to as "Party").

WHEREAS, this Agreement encompasses the settlement of claims in two pending lawsuits.

WHEREAS, the first lawsuit is the matter of City of Jersey City v. Washington Commons, LLC, et al., Docket No. HUD-L-4044-15, now pending in the Superior Court of New Jersey, Hudson County, Law Division, in which Jersey City seeks recovery against Washington Commons, LLC; The Washington Commons at Jersey City Condominium Association, Inc., Jack Ching Kung Kao, and Hsun Hsun a/k/a Hsin Hsin Kao for defects, deficiencies and/or damages to seven condominium units located at 311 Washington Street, Jersey City, New Jersey, which are commonly known as Units 2A, 2B, 2C, 2D, 2E, 2F, and 2G and more formally known as Units COO2A, COO2B, COO2C, COO2D, COO2E, COO2F, and COO2G of Block 11612, Lot 2 on the Tax Map for the City of Jersey City (the "Seven Units"). This matter shall be referred to as the "State Court Action." Washington Commons, LLC, The Washington Commons at Jersey City Condominium Association, Inc., Jack Ching Kung Kao, and Hsun Hsun a/k/a Hsin Hsin Kao may be collectively referred to as the "State Court Defendants." Jack Ching Kung Kao and Hsun Hsun a/k/a Hsin Hsin may be collectively referred to as the "Kao Defendants."

WHEREAS, the second lawsuit is the matter of Washington Commons, LLC, et al. v. The City of Jersey City, et al., Case No. 2:16-cv-1458-WJM-MF, now pending in the United States District Court for the District of New Jersey, Newark Vicinage, in which Washington Commons, LLC, and its principals/members, Neil Sorrentino, Serafino Tomasetti, Maria Tomassetti, and Joseph Sorrentino assert a variety of claims related to the Seven Units against Jersey City and Farrell, individually. This matter shall be referred to as the "Federal Court Action," and Washington Commons, LLC and its aforementioned principals/members may be collectively referred to as the "Federal Court Plaintiffs."

WHEREAS, the Parties generally deny all allegations asserted against them in the State Court Action and the Federal Court Action; and

WHEREAS, the Parties, by this Agreement, wish to settle and dispose of all claims that were asserted or could have been asserted in the State Court Action and the Federal Court Action, including, but not limited to, any and all claims by the Federal Court Plaintiffs that they have any right, title, interest, or claim with respect to any of the Seven Units, except as otherwise expressly set forth in this Agreement and with the exception of Jersey City's claims against the Kao Defendants in the State Court Action, which Jersey City shall assign to Washington Commons, LLC.
WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth herein, and for good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Promises. This settlement represents an agreement between Jersey City and the Federal Court Plaintiffs, pursuant to which Jersey City will transfer title to two of the Seven Units (Units 2E and 2F) contingent upon the Federal Court Plaintiffs’ completion of certain work to all Seven Units. Specifically, the Federal Court Plaintiffs shall perform all work necessary to render each and all of the Seven Units free from defect or deficiency and otherwise ready for sale on the open market and shall include, but not be limited to, all defects and deficiencies that are the subject matter of the State Court Action and reflected in the repair estimates and/or invoices attached hereto as Exhibit A (the “Work”). Because the Federal Court Plaintiffs have represented that they need access to the sale proceeds of one of the Units in order to fund and complete the Work, the settlement set forth herein between and among the Parties shall be effectuated in accordance with the following steps and subject to the following conditions:

(a) Upon execution of this Agreement:

   (1) Jersey City shall transfer to the Federal Court Plaintiffs title in fee simple to Unit 2E (the “Transfer of Unit 2E”) and the Federal Court Plaintiffs shall as soon as practicable thereafter sell such Unit 2E on the open market. The proceeds from such sale of Unit 2E (the “Unit 2E Proceeds”) shall be directed to and held in escrow (the “Escrow”) in the attorney trust account of the Federal Court Plaintiffs’ counsel, Nicholas Buttafuoco, Esq., (“Escrowee”) pending completion of the Work. The Unit 2E Proceeds may only be released to the Federal Court Plaintiffs to pay costs necessary to complete the Work. No less than five (5) business days prior to the release of portion of the Unit 2E Proceeds, the Federal Court Plaintiffs shall provide to Jersey City in writing a full accounting of the costs of the Work and copies of all documents substantiating them (the “Release Procedure”). The release of any portion of the Unit 2E Proceeds for any reason other than costs associated with the Work and/or the release of the Unit 2E Proceeds without following and abiding the Release Procedure shall be a material breach of this Agreement and entitle Jersey City to exercise its rights under Paragraph 1(d) hereof.

The Work shall be subject to the following terms and conditions:

a. Any party performing the Work in connection with the Seven Units, including the Work (as defined above), must complete and comply with the “Contractor Form” and “Delivery Form,” copies of which are attached hereto as Exhibit B.
b. The Work may be performed only Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m. The Work may not be performed on weekends or legal holidays. Any party performing the Work shall comply with the Association's recorded governing documents, including, but not limited to, the Association's Master Deed, By-Laws and Rules & Regulations.

c. All contractors engaged to perform the Work must be licensed and insured. The insurance certificates must reflect a minimum of $1,000,000 in general liability and auto coverage and a minimum of $500,000 in workers compensation coverage. All certificates of insurance must list The Washington Commons at Jersey City Condominium Association, Inc. and Associa-Community Management as "additional insureds."

d. Prior to commencing the Work, the Federal Court Plaintiffs shall pay to The Washington Commons at Jersey City Condominium Association, Inc. a security deposit of $500 per each of the Seven Units, or a total of $3,500.00, to cover any damage to the common areas during the course of the Work (the "Security Deposit"). Upon the completion of the Work, the security deposit shall be returned to the Federal Court Plaintiffs, subject to any set off for damage to the common areas.

e. The Security Deposit does not constitute a cap on any damages to the common areas during the course of the Work. The Federal Court Plaintiffs shall be responsible to the Association for all damages to the common areas resulting from performance of the Work.

f. The Federal Court Plaintiffs shall not be permitted to reconfigure any of the units to which it will acquire title under the terms of this Agreement. Any and all rights accorded to the Association and its Governing Board under the express terms of the New Jersey Condominium Act, the Association’s Master Deed and its By-Laws are hereby expressly reserved.

g. The Federal Court Plaintiffs will be treated as any other unit owner when performing work to the units which Washington Commons, LLC owns. With respect to the Work performed by the Federal Court Plaintiffs to units owned by Jersey City, the Federal Court Plaintiffs will be treated as any other Contractor.
(2) Jersey City shall execute and file a Stipulation of Dismissal Without Prejudice with respect to its claims against the Washington Commons, LLC and The Washington Commons Condominium Association, Inc. in the State Court Action; Jersey City shall execute and deliver an assignment to Washington Commons, LLC of its claims in the State Court Action against Jack Ching Kung Kao and Hsun Hsun a/k/a Hsin Hsin; and the Federal Court Plaintiffs shall execute and file a Stipulation of Dismissal Without Prejudice with respect to the Federal Court Action. The Federal Court Plaintiffs shall defend, indemnify, and hold Jersey City harmless with respect to any claims arising from or related to their pursuit of the State Court Action as assignees of Jersey City.

(3) The Federal Court Plaintiffs shall execute all documents (including deeds) and take all actions necessary to effectuate the transfer of title to the Seven Units (other than Unit 2E) to Jersey City in accordance with the state court judgment awarding title to the Seven Units in fee simple to Jersey City.

(b) The Federal Court Plaintiffs shall complete the Work to the reasonable satisfaction of Jersey City within 180 days after the Transfer of Unit 2E.

(c) Unless and until the Work is completed to the reasonable satisfaction of Jersey City, Jersey City shall hold a first priority lien against (i) Unit 2E until it is sold and, upon Unit 2E’s sale, (ii) the proceeds held in escrow. Jersey City shall file and/or record any documents that it deems necessary to protect its interests in this regard (“Lien Filing”) and the Federal Court Plaintiffs shall cooperate with and assist Jersey City with such Lien Filing.

(d) If the Work is not completed to the reasonable satisfaction of Jersey City within the 180-day period commencing with the Transfer of Unit 2E, Jersey City shall have the continuing option of (i) extending the period of time for completion, (ii) completing the Work itself or through contractors of its own choosing, (iii) compelling the return of title to Unit 2E to Jersey City if Unit 2E has not been sold or (iv) compelling Escrowee to pay immediately to Jersey City all the Unit 2E Proceeds held in the Escrow. The foregoing options (i), (ii), (iii) and (iv) shall not be mutually exclusive and Jersey City may avail itself any one or more of such options at the same time.

In the event that Jersey City exercises option (d) (ii), the Federal Court Plaintiffs shall reimburse Jersey City for all costs associated therewith.

In the event that Jersey City exercises options (iii) or (iv): [1] the release set forth in Paragraph 2(c) shall take full force and effect; [2] the Federal Court Plaintiffs shall execute and file a Stipulation of Dismissal With Prejudice with respect to the Federal Court Action; and [3] all claims or rights of the Federal Court Plaintiffs to Units 2E and 2F pursuant to this Agreement shall be forever waived and extinguished.
Upon completion of the Work as set forth in Paragraph 1 (b) hereof:

1. Jersey City shall transfer to Washington Commons, LLC title in fee simple to Unit 2F. Washington Commons, LLC shall be solely responsible for the preparation and recording of all documents necessary to effectuate this transfer, as well as all costs associated therewith.

2. Jersey City shall execute and file a Stipulation of Dismissal *With Prejudice* with respect to its claims against Washington Commons, LLC and The Washington Commons Condominium Association, Inc.

3. The Federal Court Plaintiffs shall execute and file a Stipulation of Dismissal *With Prejudice* with respect to the Federal Court Action.

4. The releases set forth in Paragraph 2 hereof shall take full force and effect.

2. Releases. Upon satisfaction of the conditions set forth in Paragraph 1, the following releases shall take full force and effect:

(a) Jersey City, and any and all of its respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, release and forever discharge the State Court Defendants, and any and all of their respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, from any and all claims, demands, causes of action, including those in contract or in tort, contracts, fraud, promises, and obligations of any character whatsoever, whether known or not known, which were or could have been asserted from the beginning of time and through the date that the conditions in Paragraph 1 are satisfied, against the State Court Defendants, including, but not limited to, all claims arising from the matters set forth in the State Court Action.

(b) The State Court Defendants and any and all of their respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, release and forever discharge Jersey City and any and all of its respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, from any and all claims, demands, causes of action, including those in contract or in tort, contracts, fraud, promises, and obligations of any character whatsoever, whether known or not known, which were or could have been asserted from the beginning of time and through the date that the conditions in Paragraph 1 are satisfied, against Jersey City, including, but not limited to, all claims arising from the matters set forth in the State Court Action.
(c) The Federal Court Plaintiffs and any and all of their respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, releases and forever discharges Jersey City and Farrell, and any and all of their respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, from any and all claims, demands, causes of action, including those in contract or in tort, contracts, fraud, promises, and obligations of any character whatsoever, whether known or not known, which were or could have been asserted from the beginning of time and through the date that the conditions in Paragraph 1 are satisfied, against Jersey City and Farrell, including, but not limited to, all claims arising from the matters set forth in the Federal Court Action.

(d) Jersey City and Farrell, and any and all of their respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, releases and forever discharges the Federal Court Plaintiffs, and any and all of their respective past and present partners, directors, officers, shareholders, executives, administrators, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, heirs, predecessors and successors-in-interest, from any and all claims, demands, causes of action, including those in contract or in tort, contracts, fraud, promises, and obligations of any character whatsoever, whether known or not known, which were or could have been asserted from the beginning of time and through the date that the conditions in Paragraph 1 are satisfied, against the Federal Court Plaintiffs, including, but not limited to, all claims arising from the matters set forth in the Federal Court Action.

3. No Other Promises. The Parties understand and agree that they are not receiving any compensation or other consideration of any kind from any other Party, or any of its agents or attorneys, except for the promises expressly set forth in this Agreement.

4. Voluntary Agreement. Each Party agrees that they are entering into this Agreement voluntarily, and of their own free will, and that they have not in any way been coerced or intimidated into making this Agreement. Each Party further acknowledges and agrees that they have consulted with an attorney of their choice before signing this Agreement.

5. Non-Disparagement/ No Assistance to Third Parties. The Parties agree they shall not make any disparaging statements (whether oral, written, electronic, anonymous, on the Internet, or otherwise) about the other Party to any other person or entity. For purposes of this paragraph, "disparage" shall mean any statements or actions, made either directly or through a third party by one Party, that communicates adverse information about the other Party and would lessen the standing or stature of the other Party in the eyes of an ordinary person or communicate
that the other Party may have engaged in any form of misconduct. Statements communicating that the litigation was settled shall not constitute disparagement.

In response to inquiries or requests about this Settlement Agreement the Parties agree to limit their statements to third-parties to the following: The Parties resolved the litigation under a settlement without any party admitting wrongdoing. The parties agreed to keep the terms of the Settlement Agreement confidential, and not to make disparaging remarks about each other.

Each of the Parties agrees that it/he/she will not encourage, solicit, assist or participate in any way, either directly or indirectly, with respect to a claim or potential claim, proceeding or litigation which is or could be investigated or asserted by a third party against any other party hereto that relates to any events that occurred before the Effective Date.

6. **Benefit of the Parties Only.** Except as otherwise stated in this Settlement Agreement, this Agreement is intended to be for the benefit of the Parties only and, by this instrument, the Parties do not release any liability against any other person or entity. The Parties to this Agreement expressly acknowledge that this Agreement is not, nor is it intended, to be relied upon by third parties and that it carries with it no precedential value and cannot be relied upon by any person or entity as evidence of any obligation by any party other than the obligations contained in this Agreement.

7. **Amendments.** Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by all parties to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No action or inaction taken or omitted pursuant to this Agreement will be deemed to constitute a waiver of compliance with any representations, warranties or covenants contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

8. **Effective Date.** The “Effective Date” of this Agreement shall be the date of signature of the last signatory to this Agreement. Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.

9. **Complete Agreement.** This Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties. This Agreement supersedes and replaces any and all prior Agreements, negotiations and discussions, proposed or otherwise, whether written or oral, concerning the subjects addressed herein.

10. **All Parties Drafted the Agreement.** The Parties acknowledge and agree that each has participated in the drafting and review of this Agreement, and that this Agreement shall be interpreted as if drafted by all parties without regard to the drafter. The Parties further acknowledge and agree that the waivers and releases each has made herein are knowing, conscious, and with full appreciation that they are forever foreclosed from pursuing any of the rights so waived or released.
11. **Severability.** If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision hereof. This Agreement shall be governed by the laws of the state of New Jersey. A substitute and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable in such jurisdiction, the intent and purpose of the illegal, invalid or unenforceable provision.

12. **No Admission of Liability.** The Parties agree that neither the execution of this Agreement nor the provision of any consideration pursuant hereto is intended as, or shall be construed as, an admission of any liability or responsibility at any time or for any purpose whatsoever.

13. This Agreement cannot be modified or altered except in writing signed by the Parties hereto.

14. The Parties to this Agreement who sign on behalf of another hereby warrant that they have the authority to sign on behalf of said person or entity. Each of the Parties agrees to execute all documents and to do all things necessary to effectuate the terms of this Agreement.

15. The validity and construction of this Agreement shall be governed by the laws of the State of New Jersey without regard to its conflict of law principles.

16. In the event of a breach of this Agreement, the non-breaching party shall be entitled to all reasonable counsel fees and costs incurred in connection with any enforcement action.

17. The parties hereby execute this Agreement in counterparts, each of which shall constitute an original. A facsimile or portable document format (PDF) signature shall constitute an original signature.

**IN WITNESS WHEREOF,** this Agreement is executed this __ day of January 2017, by and between the City of Jersey City, Jeremy Farrell, Esq., Washington Commons, LLC, Neil Sorrentino, Serafino Tomassetti, Maria Tomassetti, Joseph Sorrentino, and The Washington Commons at Jersey City Condominium Association, Inc.

Witness: Robert Byrne, City Clerk

Dated: FEB 27 2017

By: ____________________________

Dated: ____________________________
Witness: [Signature]
Dated: 2/24/17

Jeremy Farrell, Esq.

By: [Signature]

Washington Commons, LLC

Dated: [Signature]

The Washington Commons at Jersey City Condominium Association, Inc.

By: [Signature]

Dated: 2/2/17

Neil Sorrentino

By: [Signature]

Neil Sorrentino, Individually

Dated: [Signature]
Witness: 

Dated: 2-24-17

By: 

Dated: 2-24-17

Jeremy Farrell, Esq.

Washington Commons, LLC

By: 

Dated: 1-28-2017

The Washington Street Commons at Jersey City Condominium Association, Inc.

By: 

Dated:
Witness: Neil Sorrentino
Dated: 1-28-2017
By: Neil Sorrentino, Individually

Witness: Serafino Tomassetti
Dated: 1-28-2017
By: Serafino Tomassetti, Individually

Witness: Maria Tomassetti
Dated: 1-28-2017
By: Maria Tomassetti, Individually

Witness: Joseph Sorrentino
Dated: 1-28-2017
By: Joseph Sorrentino, Individually
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 Calcagni & Kanefsky, 1085 Raymond Blvd., Newark, NJ 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Washington Commons, LLC, et al 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 $15,000.
The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the
City will not pay for any time recorded in a block fashion unless this requirement is waived by
the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner
that all legal services and disbursements reflected on the bill are reasonable for the legal matter
involved and necessary for the proper provision of legal services to the City. The City may
deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel
submit, as well as the corresponding legal file. The City will promptly terminate the services of
any Outside Counsel whose billing practices raise questions about the Outside Counsel’s
integrity, honesty or compliance with the applicable rules of professional conduct or this
Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel’s matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The
description shall clearly state the nature of the task performed sufficient to allow the City to
determine why it was necessary. Incomplete or vague charge descriptions are unacceptable.
Examples of incomplete or vague charges include, but are not limited to: ‘analysis’, ‘review file,’
‘conference’, ‘attention to matter’; ‘worked on discovery’, ‘work on file’, ‘prepare for meeting’,
‘misc.’, and ‘other’
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel’s system will provide this information. If
Outside Counsel provides services on more than one matter during a billing period, a separate
invoice for each matter is required.
D. Acceptable Fees/Charges.

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel’s overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost.
The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.
J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel’s prior approval.**

K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.
IV. 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 Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably 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.
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: __________
January 19, 2018

Via eCourts
Hudson County Superior Court
583 Newark Avenue, 2nd Floor
Jersey City, NJ 07306

Attn: Tracey Pignatelli, Trial Calendar Coordinator

Re: Stevens v. City of Jersey City, et al.
Docket No.: HUD-L-4256-15

Dear Ms. Pignatelli:

Please be advised our office represents Plaintiff in the above matter which is presently listed for Trial on Monday, January 22, 2018. Please be advised this case has settled and, as such, Trial is no longer necessary.

Thank you for your courtesies in this matter.

Respectfully submitted,

LoPiano Kenny & Stinson

BY: Charles F. Kenny
ckenny@lkslaw.net

CFK/cr
CC: Itza G. Wilson, Esq. (via eCourts)
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 its 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

Representative's Name/Title (Print):__ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ ___
APPENDIX A

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §5121 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 thereunder, 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 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 avoid 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 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 release the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Eric T. Kanefsky, Esq.
Representative's Signature: 
Name of Company: Calcagni & Kangasky, LLP
Tel. No.: 862-902-5455 Date: 10/30/18
Minority/Women Business Enterprises (M/WBE) Questionnaire for Bids

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

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

Business Name: Calcagni & Kanefsky LLP

Address: 1085 Raymond Blvd.; 14th Floor; Newark, NJ 07102

Telephone No.: 962-902-5455

Contact Name: Eric T. Kanefsky, Esq.

Please check applicable category:

- Minority-Owned Business (MBE)
- Minority & Woman-Owned Business (M/WBE)
- Woman-Owned Business (WBE)

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, Native American Indian, or Alaskan Native, defined as follows:

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

Hispanic: a person of Mexican, Puerto Rican, Cuban, 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, Taiwan or the Pacific Islands.

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

Women Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
Minority/Women Business Enterprise (MWBES)
Questionnaire for Bidders

Jersey City Ordinance C-629 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and women owned business enterprises.

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

Business Name: Callegari & Karafinsky LLP
Address: 1651 Raymond Blvd.; 4th Floor; Newark, NJ 07102
Telephone No.: 973-902-8465
Contact Name: Brian T. Karafinsky, Esq.

Please check applicable category:

[ ] Minority Owned Business (MBE)
[ ] Minority & Women Owned Business (MWBES)
[ ] Women 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 Alaska 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, Cuban 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, Himalaya 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 oral tradition, daily life or community recognition.

Women Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION 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 Calcagni & Kanefsky LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding January 8, 2018** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Calcagni & Kanefsky LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Calcagni & Kanefsky LLP

Signed: [Signature]

Print Name: Eric Kanefsky, Esq.

Title: Owner

Date: 10/30/2018

Sworn and sworn before me this 30 day of Oct. 2018

My Commission expires:

Diana M. Giordano

Notary Public of New Jersey
Comm. # 50067495
My Commission Expires September 2022

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation
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 the date of award scheduled for approval of the contract by the governing body to any of the following named candidate committees, joint candidates committee; or political party committees representing the elected officials of the "name of entity of elected officials" as defined pursuant to N.J.S.A. 19:44A-3(q), (q) and (g).

Steven Pullop for Mayor 2017
Lavaro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Gajewski for Council
Friends of Chris L. Gadsden
Friends of Richard Boggiano
Michael Yun
Osborne for Council
Friends of Jermaine D. 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric T. Kanefsky, Esq.</td>
<td>13 Coppell Drive, Tenafly, NJ 07670</td>
</tr>
<tr>
<td>Thomas R. Calcagni, Esq.</td>
<td>24 Miller Road, New Vernon, NJ 07976</td>
</tr>
</tbody>
</table>

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: Calcagni & Kanefsky, LLP

Print Name: Eric T. Kanefsky, Esq.  Date: 10/30/2018

Subscribed and sworn before me this 30 day of OCTOBER, 2018
DIANA M. GIORDANO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 5006745
My Commission Expires September 2022
(Print name & title of affiant) (Corporate Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Calcagni &amp; Kanefsky, LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1085 Raymond Blvd., 14th Floor;</td>
</tr>
<tr>
<td>City</td>
<td>Newark</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip</td>
<td>07102</td>
</tr>
</tbody>
</table>

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.

Eric T. Kanefsky, Esq.  
Owner

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
### STATE OF NEW JERSEY

**Employee Information Report**

**Division of Purchasing & Property**

**Contract Compliance Audit Unit**

**BID Monitoring Program**

---

**SECTION A - COMPANY IDENTIFICATION**

1. **Name of Company**: Oilsand & Realty LLP

2. **Address**: 14th Fl.

3. **City**, **County**, **State**: Newark, NJ (07102)

**Form MIIB**

**Rav, H/H**

**STATKOFWEWER**

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**HCPMPAW^MA**

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**5. EMPLOYEES**

**TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY**: 15

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**4. NAME OF PARENT OR AFFILIATED COMPANY OF HOME/EIGHTH)**

**CITY**, **STATE**, **ZIP CODE**:

**NOTE**

---

**11. Report all permanent, temporary, and seasonal employees ON YOUR OWN PAYROLL. Enter the appropriate figure on all lines in all columns. When there are employees in a particular category, enter a total including all employees, and place a mark in the appropriate category, in column 8, 9, or 10.**

---

### JOB CLASSIFICATION

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<th>FULL TIME</th>
<th>TOTAL</th>
<th>PART TIME</th>
<th>FULL TIME</th>
<th>TOTAL</th>
<th>PART TIME</th>
<th>FULL TIME</th>
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<td>11</td>
<td>4</td>
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**12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION A OBTAINED?**

- [ ] Wood Survey
- [X] Electronic Survey
- [ ] Other (Specify)

**13. NAME OF PERSON COMPLETING FORM (Name & Title)**

- Diana D. Giordano, Office Manager

---

**16. IF NO DATE LAST AND EXT. BID REQUIRED?**

**17. AGENT NO. & STATION**

**COUNTY**, **STATE**, **ZIP CODE**: Newark, NJ (07102)

**PHONE (AREA CODE AND EXTENSION)**: 973-984-5465
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 Division 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

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**STATE OF NEW JERSEY**
**BUSINESS REGISTRATION CERTIFICATE**

<table>
<thead>
<tr>
<th>TAXPAYER NAME:</th>
<th>TRADE NAME:</th>
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</thead>
<tbody>
<tr>
<td>CALCAGNI &amp; KANEFSKY LLP</td>
<td>SEQUENCE NUMBER:</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>ISSUANCE DATE:</td>
</tr>
<tr>
<td>1085 RAYMOND BLVD 14TH FL NEWARK NJ 07102</td>
<td>03/02/17</td>
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<td>EFFECTIVE DATE:</td>
<td></td>
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<td>03/02/17</td>
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</table>

Director
New Jersey Division of Revenue

---

(04-06), D205848V
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of

15-04-2023 to 15-04-2023

CALCAGNI & KANEFSKY, LLC
1065 RAYMOND BLVD., 14TH FL.
NEWARK
NJ 07102

FORD M. SCUDIER
State Treasurer
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH McCUSKER, ANSELMI, ROSEN & CARVELLI, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of special counsel to represent the City in various EEO Independent Investigations; and

WHEREAS, the Corporation Counsel recommended the appointment of special counsel McCusker, Anselmi, Rosen & Carvelli, P.C.; and

WHEREAS, McCusker, Anselmi, Rosen & Carvelli, P.C. agrees to provide these services at an hourly rate of $150.00, including expenses, for a total contract amount not to exceed $100,000.00; and

WHEREAS, McCusker, Anselmi, Rosen & Carvelli, P.C., 210 Park Avenue, Suite 301, Florham Park, NJ 07932 are attorneys in the State of New Jersey and are qualified to perform these services; and

WHEREAS, in October 2018, the City publicly advertised a Request for Qualifications (RFQ) using the “fair and open process” as described under the Pay-to-Play Law; and

WHEREAS, McCusker, Anselmi, Rosen & Carvelli, P.C. submitted a Qualification Statement in response to the City’s RFQ; and

WHEREAS, this contract award is made for a term of one year and is 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, McCusker, Anselmi, Rosen & Carvelli, P.C. 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; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in Account No. 19-01-201-201-155-312; and

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

1. A one year contract effective as of January 1, 2019 with McCusker, Anselmi, Rosen Group LLC is hereby awarded for a total contract amount not to exceed $100,000.00, including expenses;

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.;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH McCUSKER, ANSELMI, ROSEN & CARVELLI, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS

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

I, hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution. P.O. No. 1304.236

Elizabeth Castillo, Acting Chief Financial Officer

01/28/2019
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 MCCUSKER, ANSELMI, ROSEN & CARVELLI, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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<tbody>
<tr>
<td></td>
<td>Law</td>
<td>Law</td>
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<tr>
<td></td>
<td>Peter Baker</td>
<td><a href="mailto:PBaker@jcnnj.org">PBaker@jcnnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

To represent the City of Jersey City in various EEO independent investigations.

Cost (Identify all sources and amounts) Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>Law Department Funds</th>
<th>One Year</th>
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<tbody>
<tr>
<td>19-01-201-20-155-312</td>
<td></td>
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<tr>
<td>($100,000.00)</td>
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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

2/5/19
Outside Counsel Agreement

This Agreement dated the ___ day of ______________, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, McCusker, Anselmi, Rosen & Carvelli, P.C., 210 Park Avenue, Suite 301, Florham Park, New Jersey 07932 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to represent the City of Jersey City in Various EEO Independent Investigations.

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 whom 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 $100,000.00.

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 who’s 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 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 non-legal 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:

Robert Byrne  
City Clerk

WITNESS:

City of Jersey City

Brian Platt  
Business Administrator

McCusker, Anselmi, Rosen & Carvelli, P.C.

By:  
Firm:
CONFiDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated , hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ____________________________

By: ____________________________

Title: ____________________________

Date: __________
EXHIBIT A (Continuation)

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

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

In conformity 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 19 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on its 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 company's or the vendor's bid shall be rejected or non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John B. McCusker / Director
Representative's Signature: [Signature]
Name of Company: McCusker, Anselmi, Rosen & Carvelli, P.C.
Tel. No.: 973-635-6300 Date: February 1, 2019
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2017 to 15-AUG-2024.

MCCUSKER ANSALMI ROSEN F. CARVILLE
210 PARK AVE., STE 301
FLORHAM PARK NJ 07932

STATE TREASURER

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

Representative's Name/Title Print: John B. McCusker, Director
Representative's Signature: [Signature]
Name of Company: McCusker, Anselmi, Rosen & Carrelli, P.C.
Phone No.: 973-635-6300
Date: February 1, 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: McCusker, Anselmi, Rosen & Carvelli, P.C.
Address: 210 Park Avenue Suite 301, Florham Park, NJ 07932
Telephone No.: 973-635-6300
Contact Name: John B. McCusker, 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: McCusker, Anselmi, Rosen & Carvello, P.C.
Address: 210 Park Avenue, Suite 301, Florham Park, NJ 07932.
Telephone No.: 973-635-6300.
Contact Name: John B. McCusker, Esq.

Please check applicable category:

- [ ] Minority Owned Business (MEB)
- [ ] Minority & Woman Owned Business (MWBE)
- [ ] Woman Owned Business (WBE)
- [x] Neither

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa.
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McCusker, Anselmi, Rosen & Carvelli, P.C. has not made any reportable contributions in the one-year period preceding February 14, 2019 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 McCusker, Anselmi, Rosen & Carvelli, P.C., 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: McCusker, Anselmi, Rosen & Carvelli, P.C.

Signed: [Signature]

Print Name: John B. McCusker, Esq.

Title: Director

Date: February 1, 2019

Subscribed and sworn before me this [ ] day of February, 2019

Heather A. Fischer

A Notary Public of New Jersey

My Commission Expires July 8, 2022

(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 of Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PATRIOTIC 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 official]" as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Name of Business Entity</th>
<th>Name of Candidate Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Fulop for Mayor 2017</td>
<td>Mira Prinz-Arey for Council</td>
</tr>
<tr>
<td>Lavatro for Councilman</td>
<td>Friends of Richard Boghiano</td>
</tr>
<tr>
<td>Friends of Joyce Wattersman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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    ☐ Subchapter S Corporation
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>John B. McCusker</td>
<td>78 Douglas Road, Glen Ridge, NJ 07028</td>
</tr>
<tr>
<td>Andrew E. Anselmi</td>
<td>2 Pine Ridge Court, Chester, NJ 07930</td>
</tr>
<tr>
<td>Bruce S. Rosen</td>
<td>278 Crabtree Court, Basking Ridge, NJ 07920</td>
</tr>
<tr>
<td>Paul F. Carvelli</td>
<td>14 Craig Road, Morris Township, NJ 07960</td>
</tr>
</tbody>
</table>

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: McCusker, Anselmi, Rosen & Carvelli, P.C.
Signature of Affiant: ____________________________
Printed Name of Affiant: John B. McCusker, Esq.
Title: Director
Date: February 1, 2019

Subscribed and sworn before me this ___ day of February, 2019.

My Commission expires:

Heather A. Fischer
A Notary Public of New Jersey
My Commission Expires July 8, 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: McCusker, Anselmi, Rosen & Carvelli, P.C.
Address: 210 Park Avenue, Suite 301
City: Florham Park State: NJ Zip: 07932

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.

John B. McCusker, Esq., Director

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
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 Division 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 32 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.
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MURPHY ORLANDO LLC TO REPRESENT CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT AND EDGAR MARTINEZ IN THE MATTER OF JOHN BADO AND GEORGE MANUEL V. CITY OF JERSEY CITY, ET AL.

COUNCIL resolution: offered and moved adoption of the following

WHEREAS, the Municipal Council of the City of Jersey City (“City”) adopted Resolution no. 18-759 on August 15, 2018 ratifying and authorizing a professional services agreement with the law firm of Murphy Orlando LLC for a total amount not to exceed $50,000 to represent the City, the Jersey City Police Department and Edgar Martinez in a Complaint filed by John Bado and George Manuel in Superior Court of New Jersey, Monmouth County on June 25, 2018 alleging racial discrimination, harassment, and a hostile work environment; and

WHEREAS, the City awarded the contract to the law firm of Murphy Orlando 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 the professional services contract with the law firm of Murphy Orlando, LLC for an additional twelve month period effective February 1, 2019; and

WHEREAS, it is necessary to increase the contract amount by an additional $50,000.00; and

WHEREAS, a temporary encumbrance in the amount of $10,000 is available in Account No. 18-01-23-210-312; and

WHEREAS, the law firm of Murphy Orlando, 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. An agreement with the law firm of Murphy Orlando, LLC is awarded for a one-year period effective February 1, 2019, and the contract amount is increased by an additional $50,000.00 for a total contract amount of $100,000.00;

2. The award of this contract shall be subject to the condition that the law firm of Murphy Orlando 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.

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;
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MURPHY ORLANDO LLC TO REPRESENT CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT AND EDGAR MARTINEZ IN THE MATTER OF JOHN BADO AND GEORGE MANUEL V. CITY OF JERSEY CITY, ET AL.

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. 193399

Elizabeth Castillo, Acting Chief Financial Officer

01/17/2019

APPROVED:               APPROVED AS TO LEGAL FORM

APPROVED:               Certification Required

Business Administrator

Corporation Counsel

N.V. = Not Voting (Abstain)

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>REDLEY</td>
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<td></td>
<td>✓</td>
<td>PRINZ-AREY</td>
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<td></td>
<td>✓</td>
<td>BOCCIANO</td>
<td>✓</td>
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<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
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<td>✓</td>
<td>SOLOMON</td>
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<td>✓</td>
<td>ROBINSON</td>
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<tr>
<td>BOCCIANO</td>
<td>✓</td>
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<td>✓</td>
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</tbody>
</table>

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
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 AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MURPHY ORLANDO LLC TO REPRESENT CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT AND EDGAR MARTINEZ IN THE MATTER OF JOHN BADO AND GEORGE MANUEL V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:Pbaker@jcnj.org">Pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 Bado and George Manuel against City of Jersey City, Jersey City Police Department and Edgar Martinez alleging racial discrimination, harassment, and hostile work environment. Due to a conflict of interest, it is necessary to hire outside counsel.

The matter is still ongoing and it is necessary to renew for an additional twelve (12) months.

Cost (Identify all sources and amounts)  

| Insurance Fund Commission. ($50,000) |
| 19-01-201-23-210-312 |

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  2/5/19
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, Murphy Orlando, LLC, 30 Montgomery Street, Jersey City, New Jersey 07302 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with John Bado and George Manuel 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,
outside counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.
The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties’ counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel’s firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time
has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).
Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.
The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. **Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. **File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. **Billing**

A. **Rates.**

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates
applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. 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 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 there from. 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 consent to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties’ authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

Robert Byrne
City Clerk

City of Jersey City

Brian Platt
Business Administrator

Murphy Orlando, LLC

By:
Firm:

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APPENDIX A

CONFIDENTIALITY AGREEMENT

__________________________ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated ______________, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____________________________________________

By: __________________________________________________________

Title: _________________________________________________________

Date: _________
Resolution of the City of Jersey City, N.J.

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MURPHY ORLANDO LLC TO REPRESENT CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT AND EDGAR MARTINEZ IN THE MATTER OF JOHN BADO AND GEORGE MANUEL V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed June 25, 2018 in Superior Court of New Jersey, in Monmouth County under Docket No. MON-L-1976-18 by John Bado and George Manuel alleging racial discrimination, harassment, and hostile work environment; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent City of Jersey, Jersey City Police Department and Edgar Martinez; and

WHEREAS, the law firm of Murphy Orlando, LLC is qualified to perform these services; and

WHEREAS, special counsel agreed to provide its services at an hourly rate of $150.00 per hour, including expenses, for a total amount not to exceed $50,000; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

WHEREAS, in October 2017, the City of Jersey City (City) publicly advertised a Request for Qualifications (RFQ) using the “fair and open process” as described under the Pay-to-Play Law; and

WHEREAS, Murphy Orlando, LLC submitted a Qualification Statement in response to the City’s RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Murphy Orlando, 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, an encumbrance in the amount of $20,000 is available in Account No. 18-01-201-23-210-312.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with the law firm of Murphy Orlando, LLC to represent City of Jersey, Jersey City Police Department and Edgar Martinez litigation, is hereby ratified for one year effective February 1, 2018, for a total contract amount of $50,000, including expenses;

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.;

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;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF MURPHY ORLANDO LLC TO REPRESENT CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT AND EDGAR MARTINEZ IN THE MATTER OF JOHN BADO AND GEORGE MANUEL V. CITY OF JERSEY CITY, ET AL.

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

Donna Mauer, Chief Financial Officer

08/02/2018

APPROVED: ____________________________
Business Administrator

APPROVED AS TO LEGAL FORM: ____________________________
Corporation Counsel

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8-15-18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
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<tr>
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<td></td>
<td>ROBINSON</td>
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</table>

N.V. = Not Voting (Abstain)

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

Rogers R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contracting Activities, 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 Contracting Activities, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 19 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 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): Jason Orlando, Esq., Partner

Representative's Signature: _____________________________

Name of Company: Murphy Orlando, LLC

Tel. No.: 201-451-5000 Date: 1/23/2019
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [Name of Patron] (hereafter "owner") do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12112 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 related to any 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 insured 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 its 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 by law.

[Signature]

[Representative's Name/Title/Print]

[Representative's Signature]

[Name of Company: [Name of Patron] LLC]

[Contact No.: 704-451-3088] [Date: 1/3/2019]
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: Murphy Orlando LLC
Address: 30 Montgomery St., 11th Floor
Jersey City, NJ 07302
Telephone No.: (201) 451-6300
Contact Name: Jason E. Orlando, Esq.

Please check applicable category:

_____ Minority Owned Business (MBE) _____ Minority & Women Owned Business (MWBE)

_____ Woman Owned business (WBE) _____ Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.
 Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Murphy Orlando LLC
Address: 30 Montgomery St, 11th Floor
Jersey City, NJ 07302
Telephone No.: (201) 451-5200
Contact Name: Jason E Orlando, 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

Murphy Orlandolc (name of business entity) has not made any reportable contributions in the **one-year period preceding February 1, 2018** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Murphy Orlandolc (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: Murphy Orlandolc

Signed: ____________________________ Title: [Title]

Print Name: [Print Name of Affiant] Date: 1/23/2019

Subscribed and sworn before me this 23rd day of January, 2019.

My Commission expires:

[Affiant]

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Ary for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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
- [x] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason E. Orlando</td>
<td>24 Sugar Maple Lane, Hackensack, NJ 07601</td>
</tr>
<tr>
<td>W. Michael Murphy, Jr.</td>
<td>834 William Dr., Newark, NJ 07108</td>
</tr>
</tbody>
</table>

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: Jason E. Orlando
Signature of Affiant: [Signature]
Printed Name of Affiant: Jason E. Orlando
Title: Partner
Date: 1/23/2019

Subscribed and sworn before me this 2nd day of
January 2019.

(Witnessed or attested by)

My Commission expires:

(Seal)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Murphy Orlando LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>130 Montgomery St. 11th Floor</td>
</tr>
<tr>
<td>City:</td>
<td>Jersey City</td>
</tr>
<tr>
<td>State:</td>
<td>N.J</td>
</tr>
<tr>
<td>Zip:</td>
<td>07302</td>
</tr>
</tbody>
</table>

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

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
09/25/09

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 12 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: MURPHY ORLANDO LLC
TRADE NAME: 

ADDRESS: 172 W STATE ST STE 110
TRENTON NJ 08609
EFFECTIVE DATE: 09/25/09
SEQUENCE NUMBER: 1514459
ISSUANCE DATE: 09/25/09

Director
New Jersey Division of Revenue
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 at sec. and the State Treasurer has approved this report. This approval will remain in effect for the period of

15 AUG 2021 - 14 AUG 2021

MURPHY ORLANDO LLC
30 MONTGOMERY STREET, 17TH FLOOR
JERSEY CITY, NJ 07302

Andrew P. Sideroco-Eristoff
State Treasurer
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION TO PROVIDE PHYSICAL & OCCUPATIONAL THERAPY

COUNCIL RESOLUTION:

WHEREAS, the City of Jersey City (City) requires Physical & Occupational Therapy for City Employees injured on the Job (the "Services"); and

WHEREAS, Strulowitz & Gargiulo Physical Therapy & Rehabilitation ("Strulowitz & Gargiulo") is licensed by the State of New Jersey to provide Physical & Occupational Therapy and possesses the necessary qualifications to provide these services; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Strulowitz & Gargiulo has agreed to provide the Services for a one year period effective January 1, 2019 for a fee not to exceed $180,000.00; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection; 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 Risk Manager has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, Strulowitz & Gargiulo has completed and submitted a Business Entity Disclosure Certification which certifies that Strulowitz & Gargiulo 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 the contract will prohibit Strulowitz & Gargiulo from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, funds in the amount of $60,000.00 are available in the 2019 calendar year temporary budget in account No. 01-201-23-210-312; and

WHEREAS, the remaining contract funds will be made available in the 2019 permanent budget; and
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO STRULOWITZ & GARGIULO PHYSICAL THERAPY & REHABILITATION TO PROVIDE PHYSICAL & OCCUPATIONAL THERAPY

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

1. Subject to such modifications as Corporation Counsel deems necessary or appropriate, the Mayor or Business Administrator is authorized to execute the attached agreement with Strulowitz & Gargiulo to provide Physical & Rehabilitation Therapy services for a period of one year, effective January 1, 2019 and expiring December 31, 2019. The total contract amount shall not exceed $180,000.00.

2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because the contract is for services performed by persons authorized by law to practice a recognized profession that is regulated by law.

3. Pursuant to N.J.A.C. 5:30-5.5(a), 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 fiscal year permanent budget.

4. Upon certification by an official or an employee of the City authorized to attest that Strulowitz & Gargiulo has provided services in accordance with the contract, then, payment to Strulowitz & Gargiulo shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

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 award of contract shall be subject to the condition that Strulowitz & Gargiulo 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. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna L. Mauer, Chief Financial Officer, certify that funds in the amount of $180,000.00 are available in Account No. 01-2-101.23.2-12.31.2, PO No. 1322-55.

Elizabeth Castillo, CFO

APPROVED:

Business Administrator

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
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<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>NAY</th>
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<td>PRINZ-AREY</td>
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<td>DOGGIANO</td>
<td>✓</td>
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<td>SOLOMONON</td>
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<td>WATERMAN</td>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rudolph R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration.
Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
Resolution authorizing the award of a professional services contract with Strulowitz & Gargiulo Physical Therapy & Rehabilitation to provide physical and occupational therapy services for City of Jersey City employees injured on the job.

Project Manager
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Risk Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Matt Hogan</td>
<td>Risk Manager</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5034</td>
<td><a href="mailto:matthew@jcnj.org">matthew@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
To provide required physical and occupational therapy services, as a capitated program, for City employees injured on the job.

Cost (Identify all sources and amounts) | Contract term (include all proposed renewals)
$180,000.00 | One (1) year effective from January 1, 2019 to December 31, 2019.
Risk Management: 19-01-201-23-210-312

Type of award | Non-fair and open

If “Other Exception”, enter type

Additional Information
The Insurance Fund Commission (IFC) discussed and unanimously agreed to recommend awarding a contract to Strulowitz & Gargiulo Physical Therapy & Rehabilitation (Strulowitz & Gargiulo).

The IFC agreed awarding the contract to Strulowitz & Gargiulo is in the best interest of the City. Recommendation was based on fact that Strulowitz & Gargiulo has provided uninterrupted and excellent service since 1999. The proposed annual fee of $180,000.00 is within industry standard based on cost per procedure. Since 2015 claims and PT procedure have increased due to the City absorbing employees from the Jersey City Parking Authority and Incinerator Authority as well as record high numbers in Public Safety -Police & Fire.

Strulowitz & Gargiulo will continue to provide these services from their 1 Nardone Place, Jersey City, NJ office.

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date
CONTRACT

Agreement made this ______ day of _______ 20____ by and between the City of Jersey City ("City") and Strulowitz & Gargiulo Physical Therapy & Rehabilitation ("Strulowitz & Gargiulo") a New Jersey corporation with offices at 1 Nardone Place, Jersey City, NJ.

WITNESSETH

WHEREAS, a Request For Proposal ("RFP") was prepared by the City and included here as SECTION TWO; and

WHEREAS, pursuant to Resolution Number __________ adopted on __________ the City awarded such Contract to Strulowitz & Gargiulo to provide Physical and Occupational Therapy for all City employees who suffer an on the job injury during the period of January 1, 2019 to December 31, 2019; and

WHEREAS, the parties are desirous of memorializing the terms of the Contract;

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

SECTION ONE

Facilities
Strulowitz & Gargiulo shall provide the physical and occupational therapy at the Jersey City location operated by Carl Gargiulo which is located at 1 Nardone Place. Strulowitz & Gargiulo will provide free parking for clients adjacent to the building or within one or two city blocks. Additionally Strulowitz & Gargiulo will offer physical and occupational therapy at the 115 West 42nd Street, Bayonne, NJ location if needed. Strulowitz & Gargiulo will provide a physical and occupational therapy at these location during all hours the facility is in operation, which presently comprise 8:00 a.m. to 5:00 p.m., Monday through Friday.

Facilities shall be handicapped accessible and in compliance with the Americans with Disabilities Act.

SECTION TWO

Scope of Work
Emphasis of this contact will be on quality physical and occupational therapy, both orthopedic and neurological, medical care for City employees with a goal of returning them to work as soon as they are physically capable. Strulowitz & Gargiulo will provide the following services:

Physical Therapy
Therapy for the preservation, enhancement, or restoration of movement and physical function impaired by disability, injury, or disease that utilizes therapeutic exercise, physical modalities (as massage and electrotherapy), assistive devices, and patient education and training.
Occupational Therapy
Therapy based on engagement in activities of daily work life (job skills) especially to enable or encourage return to such job duties despite impairments or limitations in physical or mental functioning.

Hand Therapy
Specialized therapy applied to the disorders of the upper extremities provided by a therapist with experience treating the disorders.

Isokinetic Exercise
Therapy performed with specialized apparatus that provide variable resistance to a movement. Such exercise is used to test and improve muscular strength and endurance, especially after injury.

Work Hardening
Therapy utilizing equipment and tools similar to the job site with focus on the functional aspects of a job. Therapy may consist of work simulation tasks, with small components of strength and conditioning blended in.

Work Simulation
Therapy that tests functional work tolerances for a specific return-to-work goal and allows the client to actually demonstrate daily work tolerances.

Diagnostics
Additional technology for quantification of impairment and assessment of progress including, but not limited to:
- Biodex Isokinetic Evaluation Dynamometer and software (muscle strength)
- BTE Work Simulator (grip strength, lifting capacity, tool use ability, etc.)
- Biodex Gait Trainer / Treadmill (walking)

Service Referrals
During the term of this contract, for medical reasons, it may be necessary for Strulowitz & Gargiulo to refer City employees to other physical therapy facilities. Strulowitz & Gargiulo will be responsible for the initial six thousand dollars ($6,000.00) paid to the other physical therapy facilities. This limit applies only to employees referred by Strulowitz & Gargiulo.

Once the six thousand dollar ($6,000.00) threshold has been met the City will assume payments to other physical therapy facilities. The City and/or the City’s TPA must authorize the PT’s request to refer City employees to other physical therapy facilities.

SECTION THREE

Quality Control
All Strulowitz & Gargiulo therapists will be credentialed in their respective specialties. All licenses, insurance policies, permits, and the like will be maintained current and be available for inspection by the City at all reasonable times during ordinary business hours at Strulowitz & Gargiulo’s Jersey City facility. Strulowitz & Gargiulo will be current on all taxes, fees, and other
financial obligations in connection with its operations hereunder.

SECTION FOUR

Management Reports and Record Keeping
Strulowitz & Gargiulo will provide, at the request of the City’s plan administrator, the following reports, which will be provided to the plan administrator in a form and format to be determined by coordination between the City’s program administrator and Strulowitz & Gargiulo’s program administrator. It is anticipated that this will include:

- Activity by City Department
- Activity by Patient
- Activity by Diagnosis
- Activity by Procedure
- Such other customized report as may be agreed to by Strulowitz & Gargiulo and the City’s plan administrator.

Records
Strulowitz & Gargiulo shall maintain records for each employee consistent with professional standards, including the date of each visit, the diagnosis, treatment and such other information as Strulowitz & Gargiulo deems appropriate for the proper care of such employee. Medical records will be maintained and made available to the employee, City, and such others as may be authorized to inspect such records in compliance with applicable Federal and State law.

Strulowitz & Gargiulo shall maintain such records for a period of at least six (6) years from the date of treatment (or such greater period as may be required by applicable law). Upon valid written request of the employee or City provide such parties with a true and legible copy of such records.

In the event of termination of this agreement, Strulowitz & Gargiulo, upon request of City, will deposit such records in a public warehouse, or such other repository as City may request. Such transfer shall be at the expense, and at the risk of City, and upon compliance with such request Strulowitz & Gargiulo’s obligations with respect to such records shall cease.

In the event this agreement is terminated, Strulowitz & Gargiulo will provide City with a cumulative report of its activities hereunder, including an annual summary of the services provided and the reason such services were provided.

Monthly Reports
Strulowitz & Gargiulo shall supply City with monthly reports, delivered to the plan administrator, detailing Strulowitz & Gargiulo’s activities with respect to City. Such reports will include the employee’s name, social security number, treating physician, date of visit, diagnostic services provided and diagnosis.

SECTION FIVE
Compensation
Strulowitz & Gargiulo’s compensation for the services to be rendered as outlined herein shall be one hundred eighty thousand dollars ($180,000.00) payable in twelve equal monthly installments of fifteen thousand dollars ($15,000.00). The first such payment due the first day of the month following the month in which this contract becomes effective. City shall be afforded a thirty (30) day grace period in payments before it will be in default hereunder.

If the actual therapy costs incurred between January 1, 2018 and December 31, 2018 are greater than the agreed flat rate the City shall not be responsible for any additional fees.

For injured City workers living outside of Jersey City and receiving therapy at outside facilities those services shall be billed directly to Strulowitz & Gargiulo at an agreed upon fee schedule. Strulowitz & Gargiulo will be responsible for reimbursing all outside therapy facilities initial fees up to six thousand dollars ($6,000.00) for the Contract year, following which the City will be billed at an agreed upon discounted rate of between seventy ($70) and eighty ($80) per visit.

Exclusions
The Flat Fee does not include the following specified exclusions:

SECTION SIX

Nondiscrimination in Employment
In accordance with all applicable New Jersey and Federal statues, including N.J.S.A. 10:5-31 et seq., Strulowitz & Gargiulo does not and will not discriminate against any employee because of race, creed, color, sex, or national origin and further represents to Jersey City that it will take affirmative action to insure that applicants are employed, and that employees are treated, without regard to their race, creed, color, sex, or national origin.

SECTION SEVEN

Indemnify and Hold Harmless
Strulowitz & Gargiulo shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any claims arising by reason of this Agreement. Strulowitz & Gargiulo obligations hereunder shall survive termination of this Agreement.

Insurance
Strulowitz & Gargiulo shall maintain at all times throughout the course of this agreement, and any extensions thereof, the following insurance, which coverage shall name, as an additional insured, the City of Jersey City;

a) Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.
b) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of $1,000,000.

c) Medical Malpractice-Professional Liability in the amount of $2,000,000 per occurrence and in aggregate.

SECTION EIGHT

Term and Termination
This agreement shall remain in force for a period effective January 1, 2019 and shall continue through December 31, 2019 unless earlier terminated upon the mutual agreement of the parties or as provided in this SECTION EIGHT.

This agreement may be terminated with or without cause at any time during the term hereof by either party upon sixty (60) days’ notice by the terminating party to the non-terminating party.

Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of this contract after the expenditure of funds encumbered in the 2019 temporary budget shall be subject to the appropriation of sufficient funds in the 2019 calendar year permanent budget.

SECTION NINE

Miscellaneous
Notices; any notice, consent or other communication required by, or to be given pursuant to this agreement shall be in writing and shall be deemed delivered if mailed to the intended recipient, postage paid, certified mail, return receipt requested.

Survival; if any of the provisions of this agreement are contrary to the law or regulation, the parties shall by agreement have the right to modify and restructure the provisions thereof in whole or in part such that the covered employee will be able to obtain substantially all of the benefits provided herein or the parties by agreement shall have the right to declare the agreement null and void, in which case, City and Strulowitz & Gargiulo shall thereafter be relieved of all obligations hereunder.

Choice of Law; this agreement is made in the State of New Jersey under, and subject to, its laws. The laws of New Jersey shall govern and be used for interpretation, construction, and enforcement of the agreement.

Arbitration; in the event of any dispute between the parties hereto with respect to the construction of the agreement, the parties agree that such dispute shall be settled by arbitration in New Jersey in accordance with the rules of the America Arbitration Association, and judgment upon an award rendered by such arbitration may be entered in any court of competent jurisdiction.

Defense of City; Strulowitz & Gargiulo physicians, medical technicians and other staff shall cooperate with City’s Corporation Counsel or any other party designated by City’s Corporation Counsel in the defense of workers compensation claims of worker covered by this agreement.
Such cooperation will include, but not be limited to, submission and certification of records, testimony at depositions and/or workers compensation court. The standard fee for professional services involved in these legal cases or legal projects relating to workers compensation claims are excluded from the annual fee under this contract. The charges to the City for professional services involved in these legal cases will be the standard hourly fee charged by each physician for his services to the City’s legal advisors. These fees will be separate and apart from this agreement for worker's compensation curative care and will be billed separately to City at standard rates for such legal project services.

All expenses for legal services will be charged at cost. In accepting this agreement City agrees to pay the additional fees for Strulowitz & Gargiulo’s services when requested by the City’s Corporation Counsel, or any other party designated the City’s Corporation Counsel, to assist in the defense of workers' compensation claims, disputed claims or any other legal matters. The hourly rates for these services are available to each physician upon request. Physicians subcontracting their service to Strulowitz & Gargiulo are independent contractors and the City will reach agreement with them for these services outside of this agreement.

**Contract Documents:** the contract documents are this agreement, the RFP and Strulowitz & Gargiulo’s Proposal. These documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the RFP and Strulowitz & Gargiulo’s Proposal, the provisions of this Agreement shall govern over the RFP and Strulowitz & Gargiulo’s Proposal. The provisions of the RFP shall govern over the provisions of Strulowitz & Gargiulo’s Proposal.

**Compliance with Affirmative Action Plan**

(a) If the Agreement exceeds $40,000.00, it shall also 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 Strulowitz & Gargiulo 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); (Exhibit A attached hereto and incorporated herein by reference).

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

**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.) 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.

City of Jersey City Contractor Pay-to-Play Reform Ordinance
This contract was awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

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

ATTEST:

CITY OF JERSEY CITY

__________________________
ROBERT BYRNE
City Clerk

__________________________
BRIAN PLATT
Business Administrator

Witness: ____________________________

By: ________________________________

STRULOWITZ & GARGIULO
PHYSICAL THERAPY & REHABILITATION
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): ECOWORA DONNELLY / Practices Manager

Representative's Signature: 

Name of Company: Steadman & Co., Inc.

Toll No.: 201-797-3840 Date: 1/7/18
## **Form A3902**

**Rev 1/11**

**Division of Purchases & Property**

**Contract Compliance Audit Unit**

**FTE Monitoring Program**

---

**SECTION A - COMPANY IDENTIFICATION**

<table>
<thead>
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<th>2. TYPE OF BUSINESS</th>
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**STHULOWITZ & GARGIULO PHYSICAL THERAPY**

**1. NARDONE PLACE**

**JERSEY CITY**

**HUDSON**

**07306**

**SECTION B - EMPLOYEE DATA**

11. Report all permanent, temporary and part-time employees on your own payroll. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter 0. Include ALL employees, not just those in identifiable/protected categories. In column 1, 2, 3, DO NOT INCLUDE

**OFFICIAL MANAGER**

**PROFESSIONALS**

**TECHNICAL**

**SALESMEN**

**OFFICE & CLERICAL**

**CONSTRUCTION/MAINTENANCE**

**OPERATIVES**

**LEASERS**

**SERVICES/WORKERS**

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**CURRENT EMPLOYMENT**

**OFFICE MANAGER**

**ELEONORA DONELLY**

**1 NARDONE PLACE**

**JERSEY CITY**

**HUDSON**

**07306**

**201 - 792 - 38**

---

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION 8 OBTAINED?

- 3. Visual Survey [X] 4. Employment Record [ ] Other [Specify] [ ]

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?

- YES [X] NO [ ]

15. IF NO, DATE LAST REPORT SUBMITTED

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**SECTION C - SIGNATURE AND IDENTIFICATION**

**NAME OF PERSON COMPLETING FORM (Purser or Type)**

**ELEONORA DONELLY**

**SIGNATURE**

**TITLE**

**OFFICE MANAGER**

**DATE**

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**17. ADDRESS NO. & STREET**

**CITY**

**COUNTY**

**STATE**

**ZIP CODE**

**PHONE**

**FAX**

**EXTENSION**

**1 NARDONE PLACE**

**JERSEY CITY**

**HUDSON**

**07306**

**201 - 792 - 38**
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. 35575
DACCPOE OF PAYROLL PERIOD USED: FROM 2/20/2017 TO 3/4/2017

NAME OF FACILITY: STRULOWNITZ & GARGIULO PHYSICAL THERAPY
1 NARDONE PLACE
JERSEY CITY, NJ 07306

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<td>TOTAL</td>
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I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)  SIGNATURE  DATE SUBMITTED
DONELLY ELEONORA  3/9/2017

ADDRESS (NO. & STREET) (CITY) (STATE) ZIP CODE  PHONE (AREA CODE, NO., EXTENSION)
1 NARDONE PLACE JERSEY CITY NJ 07306  261-792-3840
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. 36575  
DATES OF PAYROLL PERIOD USED: FROM 02/20/2017 TO 03/04/2017

NAME OF FACILITY: STRULOWITZ & GARGIULO PHYSICAL THERAPY

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<td>NJ</td>
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**JOB CATEGORIES**

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</tbody>
</table>

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

NAME OF PERSON COMPLETING FORM (Print or Type)  : DONELLY  
SIGNATURE : ELEONORA  
DATE SUBMITTED : 03/09/2017

ADDRESS (NO. & STREET)   (CITY)   (STATE)   ZIP   PHONE (AREA CODE, NO., EXTENSION)
1 NARDONE PLACE      JERSEY CITY     NJ    07306  261-792-3840
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2017 to 15-MAR-2020

STRULOWITZ & GARGIULO, P.C. & REHABILITATION
ONE NARDONE PLACE
JERSEY CITY, NJ 07306

FORD M. SCUDDER
State Treasurer
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: _______________________________________________________________________
Address: 1 Norwood Pl, Jersey City, NJ 07306
Telephone No.: 201-792-3840
Contact Name: _______________________________________________________________________

Please check applicable category:

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

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the [Contractor's Name/Title Printed], (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12101 et seq.), which prohibit 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: Eledora Donnelly / President Magna
Representative’s Signature: [Signature]
Name of Company: [Company Name] / [Company Address]
Tel. No.: 201-792-2740 Date: 1/7/19
DETERMINATION OF VALUE CERTIFICATION

I, Matthew Hogan, of full age, hereby certifies as follows:

1. I am the Risk Manager for the City of Jersey City (City).

2. The City requires Physical & Rehabilitation Therapy for City employees injured on the job.

3. The City is awarding this contract without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. My office's recommendation is to award the contract to Strulowitz & Gargiulo.

5. The term of the contract is one year effective January 1, 2019.

6. The estimated amount of the contract exceeds $17,500.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1/22/19

Matthew Hogan
Risk Manager
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 committees, joint candidate committees, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017
Lavarro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Gajewski for Council
Friends of Richard Boggiano

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.

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carl Boggiano</td>
<td>5 West Rd., South Hills, NJ 07078</td>
</tr>
</tbody>
</table>

Part 3 - Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part the affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: [signature]
Name of Affiant: [signature]
Printed Name of Affiant: Carl Boggiano
Title: President
Date: [date]

Subscribed and sworn before me this 26 day of January, 2019
(Witnessed or attested by)
[Seal]

My Commission expires: Nov. 10, 2020
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th></th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
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</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>NONE</strong></td>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
(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: Steindorff & Gregale Physical Therapy

Signed: [Signature]

Title: [Title]

Print Name: [Print Name]

Date: [Date]

Subscribed and sworn before me ____________________________

My Commission expires [Expiration Date]

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.
<table>
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<tr>
<th>Taxpayer Name:</th>
<th>STRULOWITZ, DANIEL &amp; GARGIULO, CARL</th>
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<td>Trade Name:</td>
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<td>1 NARDONE PL, JERSEY CITY, NJ 07306-3514</td>
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<td>Effective Date:</td>
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<td>Date of Issuance:</td>
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For Office Use Only: 2019012810334614
Resolution of the City of Jersey City, N.J.

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE JERSEY CITY VISION ZERO ACTION PLAN

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") is committed to creating streets, corridors and intersections that safely accommodate all users of all ages and abilities; and

WHEREAS, the City adopted a Complete Streets Policy in May of 2011, which mandated that all public streets be designed to safely accommodate travel by pedestrians and bicyclists as well as motorized vehicles wherever feasible; and

WHEREAS, significant accomplishments have already been achieved as a result of this policy as well as through the City's collaboration with the North Jersey Transportation Planning Authority's Local Safety Program, which addresses high priority crash locations on local roadways; and

WHEREAS, despite these efforts, the City currently averages 20 severe injuries and 9 fatalities as a result of traffic crashes per year, inclusive of crashes on State and County roadways, with an average of 4 fatal crashes per year occurring on City streets; and

WHEREAS, the City would benefit from formally adopting its own Vision Zero Initiative based on the following five fundamental principles shared by the Vision Zero Network:
   1. deaths and severe injuries caused by traffic crashes are preventable;
   2. human life and health should be prioritized in all transportation systems and in all aspects of transportation planning;
   3. human error is inevitable and transportation systems should be forgiving;
   4. transportation planning should focus on systems-level changes above influencing individual behavior;
   5. speed is the single most important factor in crash severity; and

WHEREAS, Mayor Steven M. Fulop signed Executive Order 2018 – 007 to formally adopt the Vision Zero Initiative with the goal of eliminating traffic fatalities and severe injuries on Jersey City roadways by the year 2026; and
WHEREAS, Executive Order 2018 – 007 includes the adoption of a Vision Zero Initiative tailored for Jersey City, creation of a Vision Zero Task Force and the following duties of the Vision Zero Task Force:

1. Publish a Vision Zero Action Plan which shall provide policy makers with a comprehensive proposal to eliminate traffic fatalities and severe injuries on Jersey City roadways within seven (7) years and which shall propose both short-term and long-term data-driven strategies complete with measurable goals;
2. Develop assurances against racial profiling and targeting as it pertains to Vision Zero enforcement and to ensure that communities of color, the Department of Public Safety, and community leadership are included in the decision-making and development of enforcement plans or policies;
3. Solicit information and input for the Vision Zero Action Plan from the public;
4. Report quarterly on the Task Force's findings and progress;
5. Create a public website which shall include crash data and provide regular updates on the Action Plan's progress as well as provide a feature to solicit feedback from the public on traffic safety concerns; and

WHEREAS, the Vision Zero Task Force has successfully completed each of these tasks and created the Jersey City Vision Zero Action Plan in accordance with the requirements of Executive Order 201-007; and

WHEREAS, the Vision Zero Action Plan includes Actions and Strategies that will empower the City to achieve the goal of eliminating traffic fatalities and severe injuries on Jersey City roadways by the year 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City formally adopts the Jersey City Vision Zero Action Plan in accordance with the requirements of Executive Order 201-007; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City formally adopts the Jersey City Vision Zero Action Plan and supports the advancement of the Actions and Strategies outlined in the Action Plan in order to achieve the goal of zero traffic fatalities and severe injuries on City roadways by the year 2026.
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 ADOPTING THE JERSEY CITY VISION ZERO ACTION PLAN |

Initiator

<table>
<thead>
<tr>
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<th>Municipal Council</th>
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<tr>
<td>Name/Title</td>
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<td>Name/Title</td>
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<td>Phone/email</td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution formally adopts the Jersey City Vision Zero Action Plan and supports the advancement of the Actions and Strategies outlined in the Action Plan in order to achieve the goal of zero traffic fatalities and severe injuries on City roadways by the year 2026.

The Vision Zero Task Force has successfully completed each of the tasks outlined by Executive Order 201-007, which formally adopted the Vision Zero initiative and required the creation of an Action Plan within one year. The Vision Zero Action Plan includes Actions and Strategies that will empower the City to achieve its Vision Zero goal.

I certify that all the facts presented herein are accurate.

<table>
<thead>
<tr>
<th>Signature of Department Director</th>
<th>Date</th>
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RESOLUTION REAPPOINTING MAUREEN K. HULINGS AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated February 11, 2019, that he has reappointed Maureen K. Hulings of 37 College Drive, Apt. 4H, Jersey City, New Jersey as a Member of the Jersey City Municipal Utilities Authority, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of Maureen K. Hulings as a Member of the Jersey City Municipal Utilities Authority for the above-mentioned term is hereby advised and consented to pursuant to law.
February 11, 2019

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed Maureen K. Hulings, of 37 College Drive, Apt. 4H, Jersey City, New Jersey, 07305, to serve as a Member of the Jersey City Municipal Utilities Authority. Her term will commence upon the adoption of a resolution and expire January 31, 2024.

I respectfully request your advice and consent on this matter.

Sincerely,

Steven M. Fulop
Mayor

C: Peter J. Baker, Corporation Counsel
   Brian D. Platt, Business Administrator
   Joseph Coviello, Acting Executive Director, MUA
   Robert Byrne, City Clerk
   Allison N. Solowsky, Chief of Staff
   Nancy Warlikowski, Mayor’s Office
   Maureen K. Hulings
Maureen K. Hullings  
37 College Drive – Apt. 4H  
Jersey City, NJ 07307

Experience

1999 – Present  
Connell Foley, LLP. (formerly Schiller Squeo & Hartnett)  
Jersey City, NJ  
Community Relations  
Coordinate & maintain working relationships with City, County &  
State Agencies  
Event Coordinator:  
Propose, plan & supervise Charitable & Fundraising events  
Office Manager/Port Liberté Office

1995 – 1999  
Marciano & Topazio, PA  
Hoboken & Guttenberg, NJ  
Firm Administrator:  
Oversee daily operations of two law offices

1996 – 1999  
Marciano & Topazzo Real Estate  
Hoboken & Guttenberg, NJ  
Property Manager

1988 – 1995  
Ziff & Ziff, Attorneys at Law  
Jersey City, NJ  
Office Manager

Current Public Service/Charitable/Pro Bono Work

College Towers Apartments  
Jersey City, NJ  
President - Cooperative Board  
320 Unit Residential Cooperative

Jersey City Incinerator Authority  
Chairperson – Board of Directors

Jersey City St. Patrick’s Day Parade Comm.
RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTIES KNOWN AS 474 & 480 OCEAN AVENUE A/K/A BLOCK 25201, LOT 71 & 1.

WHEREAS, on June 29, 2017 the City provided $250,000 in Community Development Block Grant ("CDBG") funds to the Jersey City Redevelopment Agency ("JCRA") for the acquisition and demolition of 474 and 480 Ocean Avenue, a/k/a Block 25201, Lots 71 & 1 ("Properties"); and

WHEREAS, the mortgage was recorded in Book 18991 at Page 253 of the Register of Deeds for Hudson County on July 14, 2017; and

WHEREAS, on the JCRA subsequently sold the Properties to Garden State Episcopal Community Development Corporation ("Owner"); and

WHEREAS, as a condition of the sale of the Properties, on June 30, 2017 the Owner consented to the Assignment and Assumption of the City's CDBG mortgage, note, and subgrantee agreement; and

WHEREAS, the assumption agreement was recorded in Book 715 at Page 571 of the Register of Deeds for Hudson County on August 15, 2017; and

WHEREAS, the owner now desires to receive a new loan in the amount of $130,000 in order to finance the construction of three (3) two-family homes located at 113 37th Street, Union City ($85,000) and the Properties ($45,000; $22,500 per property); and

WHEREAS, the lender, Community Loan Fund of New Jersey Inc., requires that the City's mortgages be made subordinate to its loan; and

WHEREAS, the City, by its Division of Community Development has reviewed the appraisal report and determined that the value of the Properties supports the new loan and the City's mortgage, and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the Properties.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 474 and 480 Ocean Avenue, a/k/a Block 25201, Lots 71 & 1 to the interests of the new first mortgage of Community Loan Fund of New Jersey Inc.
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 MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 474 AND 480 OCEAN AVENUE AKA BLOCK 25201, LOT 71 AND 1 F/K/A BLOCK 1472, LOT 9 AND 12.B

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEDC</th>
<th>Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
<td>Real Estate Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-347-4793</td>
<td><a href="mailto:Rhairston@jcnj.org">Rhairston@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

It is necessary for the City to subordinate its mortgage to allow Garden State Episcopal Community Development Corp to obtain a construction loan for the project located at 474 and 480 Ocean Avenue.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
Memorandum

To: Rolando Lavarro, Jr, Council President
From: Rodney Hairston, Real Estate Officer
Date: February 11, 2019
Re: Garden State Episcopal CDC- 474 and 480 Ocean Avenue-
    Subordination Request

It is necessary for the City to subordinate its mortgage to allow Garden State Episcopal CDC to obtain a construction loan. The City placed a $250,000 mortgage on the properties in order to protect CDBG funding utilized by JCRA. This was a direct result of the HUD CDBG Audit. DCD requests that this Subordination request be walked on for the February 14, 2019 Council meeting.

Cc: Carmen Gandula, Director
    Priti Vakharia, DCD
    Alycia Cohen, DCD
Memorandum

To: Hanna Bartges
From: Rodney Hairston, Real Estate Officer
Date: February 11, 2019
Re: Request For Resolution To Subordinate Mortgage

I. Homeowner(s)
Name(s) Garden State Episcopal Community Development Corp.
Address 474 and 480 Ocean Avenue, Jersey City, NJ
Block: 25201 Lot: 71 and 1

II. Existing Mortgage(s)
A) First Time Homebuyer Mortgage: N/A Dated: 6/29/17
B) Original Purchase Price: $250,000 Original Closing Date: 7/18/17
C) Present Mortgage Company: City of Jersey City

III. New Mortgage
A) Company Name: Community Loan Fund of New Jersey INC.
   Address: 108 Church Street, 3rd Floor, New Brunswick, NJ 08901
B) Requested Refinance Amount: $45,000.00
C) Appraisal: $350,000 and $360,000

IV. Title Company
Company Name: Hudson Realty Abstract
Send Documents To:
Address: 853 Summit Avenue, Jersey City, NJ 07307
Attn: Eugene P. O'Connell, ESQ.
Fax: 201-963-2005 Phone: 201-963-3668

V. Reason For Subordination:
Construction loan for the completion of the project at 474 and 480 Ocean,
Jersey City, New Jersey
RESOLUTION AUTHORIZING THE RENEWAL A MEMORANDUM OF UNDERSTANDING WITH FAMILY HEALTH INITIATIVES TO IMPLEMENT HEALTHY LIFESTYLE PROGRAMMING AT THE LOCAL LEVEL

WHEREAS, the City of Jersey City ("City") is dedicated to improving public health outcomes; and

WHEREAS, Family Health Initiatives ("FHI") is a grantee of the New Jersey Department of Health; and

WHEREAS, the Shaping NJ Healthy Community Grant is designed to help local organizations increase and promote opportunities for physical activity, and access to healthy foods; and

WHEREAS, the City is willing to undertake the responsibilities required of Shaping NJ grantees, including partnering with other local organizations to implement strategies, participating in technical assistance opportunities, and participating in evaluation efforts to measure results; and

WHEREAS, as set forth in the MOU, FHI will assume full responsibility for securing necessary funding related to the program, and will be responsible for coordination and implementation of the program; and

WHEREAS, Jersey City Department of Health and Human Services, located at One Jackson Square, Jersey City, NJ 07305, has agreed to assist with coordinating physical fitness and healthy food access programming at the community level for the second year of the grant, and

WHEREAS, the term of this MOU will be for one year.

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

1. The City is authorized to enter into this MOU with FHI.

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 MOU, and any other documents necessary to effectuate the purpose of this resolution.

Record of Council Vote on Final Passage 2.14.19

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

Roldo1041 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 A MEMORANDUM OF UNDERSTANDING WITH FAMILY HEALTH INITIATIVES TO IMPLEMENT HEALTHY LIFESTYLE PROGRAMMING AT THE LOCAL LEVEL

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Division of Food &amp; Nutrition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Angela Davis</td>
<td>Director, Food &amp; Nutrition</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547.5838</td>
<td><a href="mailto:ADavis@jcnj.org">ADavis@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
This resolution accepts the second round of grant funding from Family Health Initiatives, a grantee of the NJ Dept. of Health. The grant has been used by the Department for a senior walking program run out of the Division of Senior Affairs, and the Healthy Corner Store network initiative, run by Food & Nutrition.

Cost (Identify all sources and amounts) Contract term (include all proposed renewals)
Grant Award: $10,000 annually for two years, for a total award amount of $20,000 January 1, 2019 through December 31, 2019

Type of award Grant awards

If “Other Exception”, enter type

Additional Information
Jersey City is in the second and final year of the grant term. There is no requirement for matching funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director  2/11/19
Date
Proposal:

The City of Jersey City (the Grantee) will enter into an agreement with Family Health Initiatives (FHI), a grantee of the New Jersey Department of Health (NJ DOH), to implement the activities and projects to promote policy and environmental change for obesity prevention at the local level.

Specifically, the Grantee will agree to work on the following two tasks in accordance with the approved project proposal and budget:

- Implement at least one strategy to increase opportunities for physical activity from a list of policy and environmental interventions distributed in the grant application
- Implement at least one strategy to improve access to healthy food from a list of policy and environmental interventions distributed in the grant application

Responsibilities of the Grantee

- Implement the activities included in the project proposal:
  - Partner with community organizations to implement the strategies
  - Engage in activities in accordance with the application/agreed upon implementation plan
  - Communicate progress, challenges and other project-related items with project staff at NJ DOH

- Participate in technical assistance opportunities during the project period:
  - Host or participate in a site visit and work with the assigned coach during the visit to assess progress
  - Participate in cohort conference calls to share progress and challenges in the project
  - Participate in webinars and other TA offerings
  - Attend quarterly regional cohort meetings
  - Attend the final results and lessons learned meeting (fall, 2019)

- Participate in evaluation efforts to document implementation approaches and project results:
  - Collect data to inform each performance measure identified for your projects (to be determined by the NJDOH, evaluation team at the Center for Research and Evaluation on Education and Human Services (CREEHS) at Montclair State University, TA coaches and your team
  - Report progress on and any challenges related to collecting data to inform each performance measure during check-ins with your TA coach
  - Report data for performance measures in formal evaluation requests up to twice per year
  - Report and submit progress updates to the social media platform (blog) 6 times per year, at a minimum
  - Complete an online survey about the project one time per year
  - Participate in 1-2 focus groups, as invited, about the project one time per year
Terms:

- Work under this memorandum of understanding will begin on or about January 1, 2019 and extend for a 12-month month period, ending December 31, 2019.

- The Grantee will receive a Year 2 payment of $10,000.

- All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested services, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses or publications produced for or as a result of this grant shall bear an acknowledgement of the support of the New Jersey Department of Health (NJDOH).

- The grantee will inform NJDOH Project staff of all scheduled events or press opportunities in advance of the event.

- It is understood and agreed that the Grantee is an independent agency, and not an agent or employee of FHI and is not authorized to act on behalf of FHI.

Proposed by:
Name of Grantee
Full Mailing Address

Check payable to:

Agreed by Family Health Initiatives
By Judy Donlen, RN, DNSc, JD

Date
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM FAMILY HEALTH INITIATIVES AND THE EXECUTION OF A GRANT AGREEMENT

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, Family Health Initiatives has awarded the City of Jersey City (City) a grant in the amount of $20,000.00 to fund the implementation of strategies to increase physical activity and improve access to health food beginning on or about February 1, 2018 and concluding by December 31, 2019; and

WHEREAS, the City desires to receive the funds to offer residents of Jersey City increased opportunities to become healthier;

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 with Family Health Initiatives for funding and to accept the grant award in the amount of $20,000.00.

2. The Mayor and Business Administrator acknowledge the terms and conditions for administering the Family Health Initiatives grant, including the administrative compliance and reporting.

3. The Office of Management and Budget is authorized to establish an account in the amount of $20,000.00 for the Family Health Initiatives Grant.

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

Rolando F. 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 AUTHORIZING THE ACCEPTANCE OF A GRANT FROM FAMILY HEALTH INITIATIVES TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEALTH &amp; HUMAN SERVICES</th>
<th>FOOD &amp; NUTRITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>STACEY FLANAGAN</td>
<td>DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-6800</td>
<td>sfланаг<a href="mailto:an@cnj.org">an@cnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
Family Health Initiatives is giving a grant of $20,000 to implement strategies to increase opportunities for physical activity and improve access to healthy food.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Memorandum of Understanding

Proposal:

XXXXX (the Grantee) will enter into an agreement with Family Health Initiatives (FHI), a grantee of the New Jersey Department of Health (NJ DOH), to implement the activities and projects to promote policy and environmental change for obesity prevention at the local level.

Specifically, the Grantee will agree to work on the following two tasks in accordance with the approved project proposal and budget:

- Implement at least one strategy to increase opportunities for physical activity from a list of policy and environmental interventions distributed in the grant application
- Implement at least one strategy to improve access to healthy food from a list of policy and environmental interventions distributed in the grant application

Responsibilities of the Grantee

- Implement the activities included in the project proposal:
  - Partner with community organizations to implement the strategies
  - Engage in activities in accordance with the application/agreed upon implementation plan
  - Communicate progress, challenges and other project-related items with project staff at NJ DOH

- Participate in technical assistance opportunities during the project period:
  - Attend the initial grantee meeting on January 31, 2018
  - Host or participate in a site visit and work with the assigned coach during the visit to assess progress
  - Participate in cohort conference calls to share progress and challenges in the project
  - Participate in webinars and other TA offerings
  - Attend quarterly regional cohort meetings
  - Attend the final results and lessons learned meeting (fall, 2019)

- Participate in evaluation efforts to document implementation approaches and project results:
  - Collect data to inform each performance measure identified for your projects (to be determined by the NJDOH, evaluation team at the Center for Research and Evaluation on Education and Human Services (CREEHS) at Montclair State University, TA coaches and your team
  - Report progress on and any challenges related to collecting data to inform each performance measure during check-ins with your TA coach
  - Report data for performance measures in formal evaluation requests up to twice per year
  - Complete an online survey about the project one time per year
  - Participate in 1-2 focus groups, as invited, about the project one time per year
Terms:

- Work under this memorandum of understanding will begin on or about February 1, 2018 and extend for an 11-month month period, ending December 31, 2018.

- The Grantee will receive a Year 1 payment of $10,000 upon submission of an approved final budget and execution of this contract. Year 2 payment (January 1, 2019) is contingent upon availability of federal funding and an approved budget.

- All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested services, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses or publications produced for or as a result of this grant shall bear an acknowledgement of the support of the New Jersey Department of Health (NJDOH).

- The grantee will inform NJDOH Project staff of all scheduled events or press opportunities in advance of the event.

- It is understood and agreed that the Grantee is an independent agency, and not an agent or employee of FHI and is not authorized to act on behalf of FHI.

Proposed by:
Name of Grantee
Full Mailing Address

Check payable to:

Agreed by Family Health Initiatives

By Judy Donlan, RN, DNSc, JD
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom shall be one resident from each of the six (6) Wards of Jersey City; and

WHEREAS, Councilwoman Denise Ridley has appointed Leidy Laura Negron, a Jersey City resident from Ward A, to the Community Advisory Board and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Leidy Laura Negron and consider her qualified to serve as a member of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Leidy Laura Negron, as a member of the municipal Community Advisory Board for the Open Space Trust Fund.

2/11/2019

APPROVED: / / Business Administrator
APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>YUN</td>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<tr>
<td>SOGGIANO</td>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET –
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Business Administration</th>
<th>Business Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
<td><a href="mailto:BPlatt@jcnj.org">BPlatt@jcnj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4513</td>
<td></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This purpose of this resolution is to appoint Leidy Laura Negron, a Jersey City resident from Ward A, to the Community Advisory Board.

I certify that all the facts presented herein are accurate.

___________________________  February 11, 2019
Signature of Department Director  Date
Dedicated and focused administrative professional who is deadline driven and able to create and meet goals. A fast learner with outstanding organizational skills, accustomed to fast pace environment where attention to detail is vital.

**PROFESSIONAL EXPERIENCE**

**New Jersey City University - Jersey City, NJ**
Senior Clerk Typist – EOF/Opportunity Scholarship Program
March 2014 – Present

- Assist director, associate director, and staff members on all of their inquiries as well as coordinating and scheduling staff meetings and reserve meeting rooms
- Manage staff members' calendars; ensure meetings are accurately recorded on a daily basis
- Perform general administrative tasks in answering main telephone with multiple lines and redirect calls accordingly, receive the public and answer questions, in person and on the telephone; respond to inquiries and refer, when necessary, to appropriate person or department
- Schedule students and visitors appointments based on availability, and reschedule appointments at the request of staff and students
- Prepare and submit budget reports
- Create and implement strategies that enhance the smooth flow of program rules and procedures
- Interview, hire, train and supervise seasonal office assistants, and monitor their performance for quality of work
- Develop work schedule for office assistants according to their availability and office needs
- Create, approve and submit timesheets to payroll
- Type and submit contracts to appropriate department
- Review and edit reports, applications and other office documents; duplicate and distribute materials
- Create, approve and submit timesheets to payroll
- Enter purchasing requisitions, receive items and invoices, verify for accuracy, and file to keep a record of expenditures
- Maintain an effective and accurate filing system of records
- Keep inventory of office supplies and place orders to restock as necessary
- Contact maintenance company for office machines repairs, and IT department for computer related issues

**Catholic Guarding Services - Bronx, NY**
Unit Assistant
February 2012 – March 2014

- Unit Assistant for three foster care programs: Therapeutic Foster Boarding Home, Multidimensional Treatment Foster Care, and the Teenage Unit
- Assisted site director, 6 supervisors and 25 social workers
- Monitored and followed up on family court appointment schedule for all case workers
- Served as a translator
- Liaison between various sites and departments
- Prepared and submitted daily, weekly and monthly reports
- Performed routine clerical tasks
- Covered reception with multiple phone lines. Contacted, greeted and guided guests and visitors
- Scheduled and coordinated trainings and meetings for director, supervisors and staff
- Handled copying, faxing and scanning of documents. Also received, sorted and distributed mail
- Filed records and assisted in finding files as needed
- Prepared and kept records of expenditure reports
North Manhattan Eye Center - New York, NY  
Receptionist/Surgical Coordinator  
May 2006 – January 2012

- Handled reception with multiple phone lines  
- Maintained patient appointment schedule, confirmed appointments and collected co-payments  
- Contacted, greeted and directed patients, also served as interpreter  
- Liaison between medical office, hospitals and other specialists  
- Coordinated and booked surgical procedures  
- Verified insurances online and on the phone, obtained referrals and pre-authorizations  
- Assembled records and filed paperwork, reports and confidential documents  
- Prepared medical records for use of doctors  
- Assisted with medical billing, accounts receivables and handling of denied claims

EDUCATION

New Jersey City University  
M.B.A – Organizational Leadership and Management - Expected 2021

HBX – Harvard Business School  
Certificate: Credential of Readiness (CORe) - Expected July 2018  
(Economics for Managers, Business Analytics, and Financial Accounting)

New Jersey City University  
B.A. Psychology - May 2018  
4.0 GPA – Summa cum laude  
• PSI CHI – International Honor Society in Psychology  
• Golden Key International Honor Society  
• National Society of Leadership and Success  
• Tau Sigma honor society  
• Chi Alpha Epsilon honor society

Bronx Community College  
A.A.S Secretarial Science-Medical - May 2009  
• Honor’s program  
• Four consecutive semesters on the Dean’s list  
• Member of Phi Theta Kappa and Alpha Beta Gamma honor societies

SKILLS

- Proficient in Microsoft Word, Excel, PowerPoint, and Outlook  
- Fluent in reading, writing and speaking English and Spanish  
- Type 50 WPM

VOLUNTEER

- Arts team leader at Words of Life – 2008 to Present  
- Missionary trips to Granada, Nicaragua – 2014 and 2015

References upon request
A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, On November 8, 2016, the residents of Jersey City, by referendum, created a Municipal Open Space, Recreation and Historic Property Preservation Fund, pursuant to N.J.S.A. 40:12-15.7; and

WHEREAS, On December 19, 2018, the City Council of the City of Jersey City created the Community Advisory Board for the Open Space Trust Fund to manage the fund and provide a forum to discuss issues relating to the open space; and

WHEREAS, that the resolution establishing the Community Advisory Board provides that it shall consist of six (6) members; and

WHEREAS, the resolution provides that the Board shall consist of eleven (11) members, among whom there shall be one member of the City Council; and

WHEREAS, Councilwoman Mira Prinz-Arey has requested to be the Council representative and seeks the advice and consent of the City Council to this appointment; and

WHEREAS, the members of the Council have reviewed the resume of Mira Prinz-Arey and consider her qualified to serve as the Council representative of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jersey City hereby give advice and consent to the appointment of Mira Prinz-Arey, as the Council representative of the Community Advisory Board for the Open Space Trust Fund.

2/14/2019

APPROVED:

[Signatures]

Business Administrator

COUNCILPERSON

AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.

RILEY ✓ ✓ ✓ PRINZ-AREY ✓ ✓ ✓ BOGGIANO ✓ ✓ ✓

YUN ✓ ✓ ✓ SOLOMON ✓ ✓ ✓ 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.
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

A RESOLUTION APPROVING THE APPOINTMENT OF MEMBERS OF THE COMMUNITY ADVISORY BOARD FOR THE OPEN SPACE TRUST FUND

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mira Prinz-Arey</td>
<td>201-547-5092</td>
</tr>
<tr>
<td></td>
<td>Councilwoman</td>
<td><a href="mailto:Mprinz-Arey@jcnj.org">Mprinz-Arey@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This purpose of this resolution is to appoint Mira Prinz-Arey, a Jersey City Councilwoman from Ward B, to the Community Advisory Board.

I certify that all the facts presented herein are accurate.

_________________________________________ February 14, 2019
Mira Prinz-Arey Date
Councilwoman, Ward B
Mira Prinz-Arey
44 Broadman Parkway, Jersey City, NJ 07305

Mira Prinz Arey is a multi-faceted, efficient, and reliable professional with 15+ years of experience in events, marketing and sales. She has diversified skill sets covering client relations, event planning, writing, research, community organizing, and project management.

**Work Experience**

City of Jersey City, Jersey City, NJ – Councilwoman, Ward B – January 2018 - Present
- Serve as an elected representative to over 40,000 residents in Ward B - the West Side area of Jersey City
- Review and assist with determining the City’s yearly budget
- Create and adjust City legislation through ordinances and resolutions
- Respond to resident inquires

Rising Tide Capital, Jersey City, NJ – Development Coordinator – February 2017 to March 2018
- **Special Events/Individual Donor Administration** –
  - Assist in the planning and execution of donor meetings and events; maintain event and fundraising schedules
  - Support Development department in the planning and implementation of all development department event logistics for the Start Something Champions Finalist Reception & annual Gala,
  - Generate & manage invitations and mailing lists
  - Contribute to the creation/implementation of donor communications strategy; respond to donor inquiries via email and telephone
  - Maintain integrity of the donor database; update donor records; run queries and reports as requested, including generation of information for the Annual Report and annual Board Report
- **Grants Administration** –
  - Create first draft narratives for grant proposals
  - Serve as Finance, Program Evaluation and Communication Liaison with all grants deliverables by completing all Grant Summary Sheets
  - Assist Grants Director with the administration of stewardship calendar
- **Special Projects** –
  - Serve as Project Manager for select Advancement Initiatives including work with Local Living Economies, Replication, Capital Campaign and other advancement initiatives with senior leadership and development department

Flying Cranes Antiques, New York, NY - Vice President, January 2012 to December 2016; Manager, Client Services, 2005 to 2011; Sales Associate, 2004 to 2005
- Responsible for day to day management of the gallery; manage a staff of three
- Register, catalog, photograph all new objects into gallery databases
- Develop and maintain client relations with private collectors, art consultants and specialists, generating $750k in recurring annual revenue
- Identify themes for in-house exhibitions and curate in-house exhibitions and booth at the annual Arts of Pacific Asia show
- Photograph objects for biannual catalogues and website; write descriptive copy for new acquisitions
- Inspect and write condition reports for all new acquisitions and, when necessary, work closely with restorers to maintain proper conservation and/or restoration of objects
- Maintain database of past and present gallery inventory for research purposes
- Research trends in the antique market in general, Japanese Meiji art in particular
- Lead lectures on Japanese Meiji Period and 19th century art
Consulting

Hamilton Park Conservancy – Event Manager, July 2016 – Present
- Work directly with the Board of Trustees to plan and execute the First Annual Tennis Open Tournament and Family Fun Day
- Identify and secure sponsors and vendors
- Create budget and marketing plans

Board Service

West Side Arts & Music – Board of Trustees, Co-Founder – September 2014 - Present
- Produce, fundraise and promote Lincoln Park Live, Music at the Fountain, an 8 week summer music series in Lincoln Park
- Produce and curate a quarterly music and art event at the Park Tavern on West Side Ave – part of JC Fridays

Jersey City Parks Coalition - Board of Trustees, Executive Board Secretary, July 2014 – December 2017; Member – February 2013 – present
- Project Manager for the Feed JC/JCPC Ward Dinner Series
- Table and speak at outreach events as necessary to further the mission of the JCPC
- Write and distribute minutes for meetings – general, board, and quarterly meetings with City Administration

West Side Community Alliance - Board of Trustees, November 2014 – December 2017, Farmers Market Committee Co-Chair, March 2013 – present
- Co-founder and co-manager of the Farmers Market at Lincoln Park, the first farmers market on the West Side of Jersey City
- Recruited growers and vendors – successfully grew market from 6 to 14 vendors at peak season

Liberty Humane Society - Board of Trustees, May 2014 – December 2017
- City Council appointee
- Work with fellow trustees to further the mission of Liberty Humane Society

Jersey City Food Coop - Board of Trustees, December 2013 – 2015, Chair, External Relations Committee, March 2012 – 2015; Member, 2011 – 2015
- Managed the Annual Chef Showdown in 2012 and 2013, tripling fundraising goal year over year.
- Table at outreach events as necessary to further the mission of the JCFC, bringing local, whole foods to residents of Jersey City
- Preside over External Relations committee meetings

Redstone Townhomes Neighborhood Association - Board of Trustees, Secretary, February 2012 – October 2014
- Project liaison for RTNA Neighborhood Improvement Plan, a collaboration between Mass Urban, Sim-P and RTNA, resulting in the beautification of Lt. Grover Park
- Project Coordinator, RTNA Farmers Market at NJCU
- Wrote and distributed minutes for general meetings

Education

New York University, SCPS New York NY
- Bachelor of Arts, cum laude – Humanities, dual concentration in Art History and History

Honors/Awards
- Jersey City Woman of Action, 2016
- Alpha Sigma Lambda Dean’s Award for Academic Excellence – 2011
- Member, Alpha Sigma Lambda Society, Delta Upsilon Chapter, NYU – 2010
RESOLUTION CONGRATULATING DESIRAH FIELDS FOR WINNING FIRST PLACE IN ST JOSEPH’S CATHOLIC SCHOOL’S 3RD GRADE SPELLING BEE

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

WHEREAS, a spelling bee is a competition in which contestants are asked to spell a broad selection of words. Spelling books were first published by Noah Webster in 1786 and became an essential part of elementary school classrooms. In 1925 the first spelling bee was held in Louisville, Kentucky. Spelling bee competitions usually start in elementary schools such as the one Desirah Fields competed in at her school, St Joseph’s Catholic School, here in Jersey City; and,

WHEREAS, Desirah Fields was born to her adoring and loving parents, Joseph and Debra Fields on June 15, 2010. Desirah has delighted her parents ever since, reciting Psalm 23 at the age of 2, writing and getting a response from President Obama at age 3, donating her Christmas toys to the children at St Jude’s Hospital at age 5; and,

WHEREAS, Desirah Fields has loved being a student at St Joseph’s Catholic School and has flourished there under the leadership of Principal Richards, Father Pagnotta and all the wonderful staff members; and,

WHEREAS, Desirah competed in her 3rd Grade classroom spelling bee in October, November and December of last year and won first place in all three contests. Her third and final win was by spelling correctly the word “atmosphere”.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that Desirah Fields is hereby congratulated for winning her class spelling bee and wishes her good luck as she continues her “atmospheric” rise in her studies and life.

APPROVED: / / 
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.14.19

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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
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✓ 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 Byrak, City Clerk
Resolution of the City of Jersey City, N.J.

COUNCIL

adoption of the following resolution:

WHEREAS, it is customary for the Municipal Council to designate official signatories for checks and other financial instruments drawn to the account of the City of Jersey City; and,

WHEREAS, pursuant to law, the Mayor and such other official as are designated by law are the official signatories for such checks and instruments.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the official signatories of the City of Jersey City pursuant to law shall be:

Mayor Steven M. Fulop
and
Elizabeth Castillo, Acting Chief Financial Officer

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

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