RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL offered and moved
adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 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 2016 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 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals $343,649,078

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENG, ARCH, TRAFF &amp; TRANS</td>
<td>01-201-26-165 S&amp;W</td>
<td>$334,400.00</td>
<td>$344,228.00</td>
</tr>
<tr>
<td>SOCIAL SECURITY SYSTEM -</td>
<td>01-201-36-473 G/E</td>
<td>$1,500,000.00</td>
<td>$3,500,000.00</td>
</tr>
<tr>
<td>CONTRIB PUB IMP LD RETIRE</td>
<td>01-201-36-472 G/E</td>
<td>$3,845,010.00</td>
<td>$3,859,393.00</td>
</tr>
<tr>
<td>HEALTH BENEFITS</td>
<td>01-201-26-177 S&amp;W</td>
<td>$55,578.00</td>
<td>$74,578.00</td>
</tr>
<tr>
<td>BOARD OF ADJUSTMENT</td>
<td>01-201-27-180 S&amp;W</td>
<td>$11,340.00</td>
<td>$25,116.00</td>
</tr>
<tr>
<td>DIVISION OF HEALTH</td>
<td>01-201-27-331 S&amp;W</td>
<td>$864,903.00</td>
<td>$1,204,003.00</td>
</tr>
<tr>
<td>CLINICAL SERVICES</td>
<td>01-201-27-333 S&amp;W</td>
<td>$86,601.00</td>
<td>$138,001.00</td>
</tr>
<tr>
<td>CITY PLANNING</td>
<td>01-201-21-180 S&amp;W</td>
<td>$316,675.00</td>
<td>$441,078.00</td>
</tr>
<tr>
<td>COMMUNICATIONS &amp; TECH</td>
<td>01-201-27-271 S&amp;W</td>
<td>$2,026,690.00</td>
<td>$2,840,886.00</td>
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<tr>
<td>ZONING</td>
<td>01-201-21-186 S&amp;W</td>
<td>$101,782.00</td>
<td>$141,782.00</td>
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<tr>
<td>HEDC DIRECTOR'S OFFICE</td>
<td>01-201-27-170 S&amp;W</td>
<td>$155,067.00</td>
<td>$217,089.00</td>
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<tr>
<td>DIV. OF SENIOR AFFAIRS</td>
<td>01-201-27-335 S&amp;W</td>
<td>$127,500.00</td>
<td>$178,500.00</td>
</tr>
<tr>
<td>PAYROLL</td>
<td>01-201-20-119 S&amp;W</td>
<td>$173,339.00</td>
<td>$245,289.00</td>
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<tr>
<td>LAW</td>
<td>01-201-20-155 S&amp;W</td>
<td>$1,234,294.00</td>
<td>$1,664,294.00</td>
</tr>
<tr>
<td>RESIDENT RESPONSE CENTER</td>
<td>01-201-20-111 S&amp;W</td>
<td>$490,890.00</td>
<td>$665,890.00</td>
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<tr>
<td>FIRE</td>
<td>01-201-22-253 S&amp;W</td>
<td>$225,712,904.00</td>
<td>$34,712,904.00</td>
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<tr>
<td>POLICE</td>
<td>01-201-25-240 S&amp;W</td>
<td>$38,723,020.00</td>
<td>$52,723,020.00</td>
</tr>
<tr>
<td>CONSTRUCT. CODE OFFICIAL</td>
<td>01-201-22-185 S&amp;W</td>
<td>$534,810.00</td>
<td>$784,810.00</td>
</tr>
<tr>
<td>WORKFORCE MANAGEMENT</td>
<td>01-201-20-116 S&amp;W</td>
<td>$188,715.00</td>
<td>$264,261.00</td>
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<tr>
<td>PENSION</td>
<td>01-201-20-115 S&amp;W</td>
<td>$54,411.00</td>
<td>$131,411.00</td>
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<tr>
<td>MANAGEMENT AND BUDGET</td>
<td>01-201-20-101 S&amp;W</td>
<td>$151,250.00</td>
<td>$225,850.00</td>
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<tr>
<td>RISK MANAGEMENT</td>
<td>01-201-20-109 S&amp;W</td>
<td>$59,926.00</td>
<td>$82,926.00</td>
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<td>PARKING ENFORCEMENT</td>
<td>01-201-26-472 S&amp;W</td>
<td>$1,124,119.00</td>
<td>$1,574,119.00</td>
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<tr>
<td>TENANT/LANDLORD RELATION</td>
<td>01-201-22-196 S&amp;W</td>
<td>$86,121.00</td>
<td>$134,121.00</td>
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<tr>
<td>TREASURY &amp; DEBT MGT</td>
<td>01-201-20-131 S&amp;W</td>
<td>$97,684.00</td>
<td>$137,684.00</td>
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<tr>
<td>COLLECTIONS</td>
<td>01-201-20-145 S&amp;W</td>
<td>$313,365.00</td>
<td>$438,711.00</td>
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<tr>
<td>BLDG &amp; STREET MAINT.</td>
<td>01-201-26-261 S&amp;W</td>
<td>$968,197.00</td>
<td>$1,271,197.00</td>
</tr>
<tr>
<td>PARKS MAINTENANCE</td>
<td>01-201-26-375 S&amp;W</td>
<td>$994,440.00</td>
<td>$1,582,216.00</td>
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<tr>
<td>MUNICIPAL COUNCIL</td>
<td>01-201-20-123 S&amp;W</td>
<td>$232,092.00</td>
<td>$324,092.00</td>
</tr>
</tbody>
</table>
### RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

<table>
<thead>
<tr>
<th>Component</th>
<th>Grant Number</th>
<th>Amount</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commerce</td>
<td>01-201-22-197</td>
<td>$220,960.00</td>
<td>S/W</td>
</tr>
<tr>
<td>Office of the City Clerk</td>
<td>01-201-26-120</td>
<td>$330,453.00</td>
<td>S/W</td>
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<tr>
<td>Free Public Library</td>
<td>01-201-26-380</td>
<td>$5,000,000.00</td>
<td>O/E</td>
</tr>
<tr>
<td>Law</td>
<td>01-201-26-155</td>
<td>$257,460.00</td>
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<tr>
<td>Automotive Services</td>
<td>01-201-26-315</td>
<td>$1,468,662.00</td>
<td>O/E</td>
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<tr>
<td>Bldg &amp; Street Maint.</td>
<td>01-201-26-291</td>
<td>$860,490.00</td>
<td>O/E</td>
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<tr>
<td>Info Tech</td>
<td>01-201-20-140</td>
<td>$704,200.00</td>
<td>O/E</td>
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<tr>
<td>Communications-All Depts</td>
<td>01-201-31-430</td>
<td>$720,000.00</td>
<td>O/E</td>
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<tr>
<td>Hazardous Material Emergency Preparedness (HMEP)</td>
<td>Grant</td>
<td>$0.00</td>
<td>$10,000.00</td>
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<tr>
<td>Community Service Block Grant (CSBG)</td>
<td>Grant</td>
<td>$0.00</td>
<td>$742,397.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$30,240,240.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 Municipal Budget.
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>John Metro</td>
<td><a href="mailto:jmetro@jcnj.org">jmetro@jcnj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5042</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 Resolution is to increase the temporary budget to cover operating expenses as well as include new grants received.

I certify that all the facts presented herein are accurate.

05/03/2016
Resolution of the City of Jersey City, N.J.

CITY CLERK FILE NO. Res. 16.281
AGENDA NO. 10.B
APPROVED: MAY 11 2016

TITLE:
RESOLUTION CANCELLING AGING ITEMS OF RESERVE IN THE CURRENT FUND AND AUTHORIZING THEIR USE AS ANTICIPATED REVENUE IN THE CY 2016 MUNICIPAL BUDGET.

COUNCIL offered and moved
adoption of the following resolution:

WHEREAS, the City has certain reserve accounts set up in the current fund for specific purposes; and

WHEREAS, these aging accounts have been reviewed and it has been determined that these accounts may be disposed of; and

WHEREAS, the following reserve accounts will be closed and these funds will be anticipated as revenue in the CY 2016 Municipal Budget:

<table>
<thead>
<tr>
<th>Reserve Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for Arbitrage Rebate</td>
<td>$937,315</td>
</tr>
<tr>
<td>Reserve for Parking Enforcement</td>
<td>$577,445</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,514,760</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that funds in the amount of $1,514,760 will be transferred from the reserve and anticipated as revenue in the CY 2016 Municipal Budget.

APPROVED: May 2016

APPROVED AS TO LEGAL FORM

AGENDA NO. 10.B
APPROVED: May 11, 2016

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>
</tr>
</thead>
<tbody>
<tr>
<td>GAJEWKSI</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAMCHAL</td>
<td></td>
<td></td>
<td></td>
<td>OSBORNE</td>
<td>✓</td>
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</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>COLEMAN</td>
<td>✓</td>
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<td></td>
<td>✓</td>
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<td></td>
<td>RIVERA</td>
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<td></td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td></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.

Rafael D. Lavarrro, Jr., President of Council

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

RESOLUTION CANCELLING AGING ITEMS OF RESERVE IN THE CURRENT FUND AND AUTHORIZING THEIR USE AS ANTICIPATED REVENUE IN THE CY 2016 MUNICIPAL BUDGET.

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

This resolution is to authorize the cancellation of old current fund reserve accounts and allow these funds as anticipated revenue in the CY 2016 Municipal Budget. These accounts were set up for specific projects or purposes which are no longer active. The disposition of these accounts will clear up a State finding on the City’s AFS.

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date  

5/4/16
Resolution of the City of Jersey City, N.J.

Title:
RESOLUTION AUTHORIZING THE CANCELLATION OF AGING ITEMS OF RESERVE IN THE CAPITAL FUND.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City has certain reserve accounts set up in the capital fund for specific purposes; and

WHEREAS, these aging accounts have been reviewed and it has been determined that these accounts may be disposed of; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following capital reserve accounts are hereby cancelled:

<table>
<thead>
<tr>
<th>FCOA</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-226-55-000-026</td>
<td>$300,000</td>
</tr>
<tr>
<td>04-226-55-000-027</td>
<td>$1,218</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized and directed to cancel the above listed capital reserve accounts in the amount of $301,218 to capital surplus.

APPROVED: [Signature]
Approved as to Legal Form: [Signature]

Certification Required: [No]
Not Required: [Yes]

Record of Council Vote on Final Passage: 5.11.16

COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
GAJEWSKI | ✓ | | | YUN | ✓ | | | | | | | | | | | |
RANCHAL | ABSENT | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | | | | | | | |
BOGGIANO | ✓ | | | COLEMAN | ✓ | | | LAVARRO, PRES | ✓ | | | | | | | | |

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

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

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

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

Full Title of Ordinance/Resolution

| RESOLUTION AUTHORIZING THE CANCELLATION OF AGING ITEMS OF RESERVE IN THE CAPITAL FUND. |

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@cnj.org">DonnaM@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

This resolution is to authorize the cancellation of old capital reserve accounts. These accounts were set up for specific projects or purposes which are no longer active. The disposition of these accounts will clear up a State finding on the City’s AFS.

I certify that all the facts presented herein are accurate.

[Signature]  5/4/16
Signature of Department Director  Date
A Resolution Designating the Week of May 15th through the 21st as

Emergency Medical Services Week

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

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week, three hundred sixty five days a year; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rates of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED that, in recognition of this event, the members of the Jersey City Municipal Council do hereby designate the week of May 15th through the 21st in the year 2016, as Emergency Medical Services Week with the theme EMS Strong: We Belong to You; and

BE IT FURTHER RESOLVED that the members of the Jersey City Municipal Council encourage the community to observe this week with appropriate programs, ceremonies and activities.

APPROVED:

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Councilperson Aye Nay N.V. Councilperson Aye Nay N.V. Councilperson Aye Nay N.V.
Gajewski YUN
Rivarola
Riviera
Absent
Ramchall Osborne Watterman
Boggiano Coleman
Lavarrro, Pres

Indicates vote
N.V.-Not Voting (Abstain)

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

Rolando R. Lavarrro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION ADOPTING AND RATIFYING THE 2016-2017 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of April 13, 2016, the Municipal Council of the City of Jersey City introduced and approved the Historic Downtown Special Improvements District following budget for the period July 1, 2016 through June 30, 2017, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on May 11, 2016; 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 Historic Downtown 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 $467,365.00 for the Historic Downtown Special Improvement District for the period July 1, 2016 through June 30, 2017, which sum shall be raised by taxation during the period July 1, 2016 through June 30, 2017.
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 Historic Downtown Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

<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>GAJEWSKI</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAMCHAL</td>
<td></td>
<td></td>
<td></td>
<td>OSBORNE</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>COLEMAN</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.
### Historic Downtown Special Improvement District Budget FY 2016-17

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
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</tr>
<tr>
<td>Overtime</td>
<td>$1,685.00</td>
</tr>
<tr>
<td>Bonuses</td>
<td>$10,400.00</td>
</tr>
<tr>
<td>Dues/Subscriptions</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Telephones</td>
<td></td>
</tr>
<tr>
<td>Internet/Office phone</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>Cell Phones</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Office Expenses</td>
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</tr>
<tr>
<td>Events/Marketing/Promotions</td>
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A public hearing on the Historic Downtown Special Improvement District 2016-2017 FY Budget as introduced April 13, 2016, will be held Wednesday, May 11, 2016 at 6:00 P.M. at City Hall in the Anna 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 of the City of Jersey City, N.J.

RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL Resolution: offered and moved adoption of the following

WHEREAS, on March 22, 2016 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 Historic Downtown Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on May 11, 2016, 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 Historic Downtown Special Improvement District for the budget year July 1, 2016 through June 30, 2017; 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 Historic Downtown Special Improvement District;

2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: 

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-11-16

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
Gajewski ✓ YUN ✓ N.V. Ramchial ABSENT ✓ Osborne ✓ N.V. Boggiano ✓ Coleman ✓ N.V. Rivera ✓ N.V. Asset

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
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<td>242 BAY ST.</td>
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<td>$281,725.68</td>
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</table>

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Central Avenue Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on WEDNESDAY, May 11, 2016 at 6:00 P.M. at City Hall in the Anna 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 (1) INTRODUCING AND APPROVING THE 2016-2017 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSessor TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of Ordinance 92-087 the City of Jersey City established the Central Avenue Special Improvement District (CASID) to be operated by the Central Avenue Special Improvement District Management Corporation; and

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

(1) the costs charged against municipal funds for general street maintenance;

(2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;

(3) costs, if any, to be assessed against properties in the District; and

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

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

WHEREAS, the District Management Corporation of Central Avenue Special Improvement District has submitted its 2016-2017 fiscal year budget, July 1, 2016 – June 30, 2017 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2016-2017 fiscal year budget, July 1, 2016 – June 30, 2017 of the Central Avenue Special Improvement District, attached hereto as Exhibit A, was approved by the Central Avenue Special Improvement District at its March 15, 2016 meeting;

2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

3. The Tax Assessor is directed to do the following:
Continuation of Resolution
City Clerk File No. Res. 16.286.
Agenda No. 10.G MAY 11 2016

TITLE:

(a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and

(b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

(a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;

(b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;

(c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and

(d) at least 10 days before the date of the scheduled hearing

(i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;

(ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and

(iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2016.

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Assistant Corporation Counsel

Certification Required □ Not Required □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
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<th>NAY</th>
<th>N.V.</th>
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<td>YUN</td>
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<td>OSBORNE</td>
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<td>WATTERMAN</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.

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

[Signature] Robert Byrne, City Clerk
Central Avenue SID Budget for FY17
Central Avenue SID Management Corporation
366 Central Avenue, Suite 201 Jersey City NJ 07307
Ph: 201.656.1366 Fx: 201.656.4037
www.JCHeights.com

Fiscal Year Budget July 1, 2016 - June 30, 2017
Note: Members of the CASID voted unanimously for this budget at the Annual Meeting of the Corporation held at 6:00 PM on Tuesday March 15, 2016 at 366 Central Avenue, Jersey City.

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<td><strong>TOTAL REVENUES</strong></td>
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<td>22,000</td>
<td><strong>114,370</strong></td>
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<td><strong>TOTAL EXPENSES =</strong></td>
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<td><strong>REVENUE/EXPENSE SUMMARY</strong></td>
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<td>Excess / Deficiencies</td>
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*SID Assessment: Rate ($15) x Commercial Property Front Footage (total of 5,158 feet in the district) = $92,370.00.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF CERTIFICATES OF A TAX SALE INCLUDING THE SUBSEQUENT MUNICIPAL LIENS PURSUANT TO N.J.S.A. 54:5-114.2(B)

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, by resolution approved on April 27, 2016 the governing body authorized the Tax Collector to accept bids on May 6, 2016 for the sale by assignment of the tax sale certificates listed in Exhibit "A" attached hereto pursuant to N.J.S.A. 54:5-114.2(b) for a minimum bid of $250,000; and

WHEREAS, N.J.S.A. 54:5-114.2(b), authorizes the governing body to determine the amount that the municipality will accept for the sale of the tax sale certificates listed in Exhibit "A" that is lower than the total amount due and to accept a bid equal to or greater than that amount; and

WHEREAS, on May 6, 2016 the City received the highest bid for the sale of the certificates listed in Exhibit "A" in the amount of $250,000; and

WHEREAS, Domus Corporation, submitted the highest bid; and

WHEREAS, it is in the best interest of the City to accept a bid of at least $250,000, and sell by assignment the tax sale certificates listed in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Collector is hereby authorized to accept this bid and issue the assignment certificates for the parcels listed in Exhibit "A".
2. The City accepted the highest bid in the amount of $250,000 submitted by Domus Corporation, for the sale by assignment pursuant to N.J.S.A. 54:5-114.2(b) for the tax sale certificates identified in Exhibit "A".
3. The Tax Collector is authorized to close the sale of the certificates listed in Exhibit A by May 13, 2016 and is authorized to take such other actions as may be necessary to accomplish the purpose of this resolution.
4. Upon Payment of Consideration for the certificates listed in Exhibit A, the Tax Collector shall execute the assignment of the certificates listed in Exhibit "A".

Approved:

[Signatures]

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM: [Signature]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
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<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>N.V.</th>
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<tr>
<td>Gajewski</td>
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Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
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<tr>
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<th>LOCATION</th>
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<th>CERT #</th>
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<tr>
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<td>5</td>
<td>470 BRAMHALL</td>
<td>BRAMHALL, L.P. %JOHN WESTERVELT CFO</td>
<td>2015-1283</td>
<td>$94,589.91</td>
<td>$62,500</td>
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<td>BRAMHALL, L.P. %JOHN WESTERVELT CFO</td>
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<td>$62,500</td>
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<td>TOTAL</td>
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RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF CERTIFICATES OF A TAX SALE INCLUDING THE SUBSEQUENT MUNICIPAL LIENS PURSUANT TO N.J.S.A. 54:5-114.2(B)

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>TAX COLLECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>MAUREEN COSGROVE</td>
<td>TAX COLLECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>5120</td>
<td><a href="mailto:MAUREEN@JCNJ.ORG">MAUREEN@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 allow the City of Jersey City to collect a portion of the delinquent property taxes on affordable housing units.

I certify that all the facts presented herein are accurate:

[Signature of Department Director]  [Date] 5-3-16
April 28, 2016

Via Email and Regular Mail
Maureen Cosgrove
Jersey City Tax Collector
City Hall
280 Grove Street, Room 101
Jersey City, New Jersey 07302

Re: 462, 466, 470 and 474 Bramhall Avenue
Block 18802, Lots 3, 4, 5 and 6
Jersey City, New Jersey
Our File No. 21253F

Dear Ms. Cosgrove:

This firm represents Domus Corporation, a non-profit corporation of the State of New Jersey in good standing (hereinafter, “Domus”). Our client wishes to submit a bid with regard to the assignment of the tax sale certificates for each of the above-referenced properties pursuant to N.J.S.A. 54:5-114.2(b). Domus hereby offers a bid in the amount of $62,500 for each of the above-referenced four (4) lots totaling $250,000.

If Domus’ bid is acceptable, kindly prepare the assignment documents in the name of Domus Corporation.

If you have any questions regarding this offer, please feel free to contact me.

Very truly yours,

WEINER LESNIAK LLP

By Jeanné Ann McManus
A Member of the Firm

JAM/cl
Enclosure
cc: John J. Hallanan III, Esq.
John Westervelt, President
Paula Mercado Hak, Esq.
April 28, 2016

Via Email and Regular Mail
Maureen Cosgrove
Jersey City Tax Collector
City Hall
280 Grove Street, Room 101
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Very truly yours,

WEINER LESNIAK LLP

By Jeanne Ann McManus
A Member of the Firm

JAM/el
Enclosure

cc: John J. Hallanan III, Esq.
    John Westervelt, President
    Paula Mercado Hak, Esq.
# MUNICIPAL LIEN REDEMPTION STATEMENT

**Owner:** BRAMHALL, L.P. %JOHN WESTERVELT CFO  
590 NORTH 7TH ST  
NEWARK, NJ 07107

**Property Location:** 470 BRAMHALL AVE.

**Block:** 18802  
**Lot:** 00005  
**Qual:**  
**Account #:** 341453  
**Certificate #:** 2015-1283

**Date of Sale:** 12/17/2015  
**Redemption Date:** 05/13/2016

## CERTIFICATE AMOUNT

<table>
<thead>
<tr>
<th>Principal:</th>
<th>79,570.75</th>
<th>Tax Sale Interest:</th>
<th>3,805.79</th>
<th>Cost of Sale:</th>
<th>100.00</th>
<th>Certificate Amount:</th>
<th>83,476.54</th>
</tr>
</thead>
</table>

Interest on Certificate is 18.0000 %

## ORIGINAL CERTIFICATE DETAILS

<table>
<thead>
<tr>
<th>Bill Type:</th>
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<td>85,379.41</td>
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<td></td>
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<td>3,805.79</td>
<td>277.82</td>
<td>4,083.61</td>
</tr>
</tbody>
</table>

Subtotals: 83,476.54  
6,093.78  
89,570.32

## REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

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<td>11.00</td>
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</table>

Subtotals: 5,019.59  
5,019.59

Total Redemption Amount: 88,496.13  
6,093.78  
94,589.91

Redemption Good Thru: 05/13/2016

Interest Calculated Thru: 05/13/2016

**The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges**
# MUNICIPAL LIEN REDEMPTION STATEMENT

**Owner:** BRAMHALL, L.P. %JOHN WESTERVELT CFO  
590 NORTH 7TH ST  
NEWARK, NJ 07107

**Property Location:** 474 BRAMHALL AVE.

---

**Block:** 18802 **Lot:** 00006  
**Qual:**  
**Account #:** 341461  
**Certificate #:** 2015-1284

**Date of Sale:** 12/17/2015  
**Redemption Date:** 05/13/2016

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## CERTIFICATE AMOUNT

<table>
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<th>Description</th>
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**Interest on Certificate is 18.0000 %**  
**6,093.78**

## ORIGINAL CERTIFICATE DETAILS

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**Subtotals:**  
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**6,093.78**  
**89,570.32**

## REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

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**Subtotals:**  
**5,019.59**  
**5,019.59**

**Total Redemption Amount:** 88,496.13  
**Redemption Good Thru:** 05/13/2016  
**Interest Calculated Thru:** 05/13/2016

**The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges**
**MUNICIPAL LIEN REDEMPTION STATEMENT**

**Owner:** BRAMHALL, L.P. %JOHN WESTERVELT CFO  
590 NORTH 7TH ST  
NEWARK, NJ 07107

**Property Location:** 462 BRAMHALL AVE.

**Block:** 18802  
**Lot:** 00003  
**Qual:**  
**Account #:** 341467  
**Certificate #:** 2015-1281

**Date of Sale:** 12/17/2015  
**Redemption Date:** 05/13/2016

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### CERTIFICATE AMOUNT

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<td>Cost of Sale</td>
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**Certification Amount:** 83,476.54  
**Interest on Certificate is:** 18.0000 %  
**Calculation:** 6,093.78

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### ORIGINAL CERTIFICATE DETAILS

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**Subtotals:** 83,476.54  
**Total:** 6,093.78  
**Total:** 89,570.32

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### REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

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**Subtotals:** 5,019.59  
**Total Redemption Amount:** 88,496.13  
**Redemption Good Thru:** 05/13/2016  
**Interest Calculated Thru:** 05/13/2016

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**Total Redemption Amount:** 94,589.91

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**The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges**
MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 466 BRAMHALLAVE.

Block: 18802 Lot: 00004 Qual: Account #: 341495 Certificate #: 2015-1282

Date of Sale: 12/17/2015 Redemption Date: 05/13/2016

CERTIFICATE AMOUNT

| Principal | 79,570.75 |
| Tax Sale Interest | 3,805.79 |
| Cost of Sale | 100.00 |
| Certificate Amount | 83,476.54 |

Interest on Certificate is 18.0000 %

83,476.54

6,093.78

89,570.32

ORIGINAL CERTIFICATE DETAILS

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Subtotals: 83,476.54 6,093.78 89,570.32

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Subtotals: 5,019.59 .00 5,019.59

Total Redemption Amount: 88,496.13 6,093.78 94,589.91

Redemption Good Thru: 05/13/2016
Interest Calculated Thru: 05/13/2016

**The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges**
Resolution of the City of Jersey City, N.J.

CITY Clerk File No. Res. 16.288
Agenda No. 10.1
Approved: MAY 11 2016

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2015-1358 SOLD TO MILNEJ ENTERPRISE, LLC

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 62 Oak Street, Block 19502 Lot 16, Certificate# 2015-1358 on December 17, 2015 to MILNEJ ENTERPRISES LLC; and

WHEREAS, MILNEJ ENTERPRISES LLC, the third party lienholder for certificate 2015-1358 lost the original certificate issued on December 17, 2015; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on April 13, 2016 by the property owner; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that MILNEJ ENTERPRISES LLC be given a duplicate tax sale certificate.

APPROVED: □
APPROVED AS TO LEGAL FORM □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>
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<td>WATERMAN</td>
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<td></td>
<td>LAVARRO, PRES</td>
<td></td>
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<td></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.

Robert Byrne, City Clerk
Nieves R. Lavarro, Jr., President of Council
Dear Sir/Madam,

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

The property address is 62 Oak St, Jersey City. Block 19502 Lot 00016 Account# 00350736
Tax sale certificate No 2015-1358, investor is Milnej Enterprise LLC

General Member of Milnej Enterprise LLC

Wei Jen Lim

Sworn to before me this 27th day of April, 2016

KENNETH M BUSHELL
Notary Public, State of New York
No. 02BU4805248
Qualified in Bronx County
Commission Expires 8/30/2018
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

| AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2015-1358 SOLD TO MILNEJ ENTERPRISE, LLC |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Tax Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Maureen Cosgrove</td>
<td>Tax Collector</td>
</tr>
<tr>
<td>Phone/email</td>
<td>5120</td>
<td><a href="mailto:Maureen@jcni.org">Maureen@jcni.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 purpose of this resolution is to prepare a duplicate tax sale certificate for MILNEJ ENTERPRISE, LLC who misplaced the original certificate.

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Department Director Date
RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY
NOT NEEDED FOR PUBLIC USE.

COUNCIL offered and moved adoption of the following resolution:

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

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

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

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

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

1. The properties listed below are hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the City Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, June 9, 2016 at 10:00 A.M. Sharp.

2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.

3. The sale shall be made subject to:
   (a) such state of facts which an accurate survey may disclose;
   (b) easements and restrictions of records, if any;
   (c) tenancies, leaseholds, and rights of persons in possession;
   (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
   (e) riparian rights or claims;
   (f) Certificate of Occupancy issued by the Division of Building.

5. The properties herein described, or any part thereof, are sold “as is” and without any representation or warranty, either expressed or implied, as to their present condition.
   (a) Prospective purchasers are put on notice that the City’s records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
   (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
   (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.
RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE

6. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.

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

8. The purchase price for such properties shall be paid by any of the following methods:
   (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
   (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property ten (10%) percent of the minimum bid price by cash, money order, bank check or certified check.
   (c) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
   (d) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.

9. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser’s entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.

10. Upon delivery of deed, the purchaser shall:
   a) Make all payments to the City for all real property taxes.
   b) Submit proof to the City that the deed to the property was recorded with the Register of Deeds and Mortgages at 257 Cornelison Avenue, Jersey City, New Jersey 07302 within thirty (30) days following the closing or delivery of the deed or the deed will be null and void and consideration paid forfeited to the City.
RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE.

11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.

12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.

13. PLEASE TAKE NOTICE that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.

14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of any of the properties listed for sale by the City.

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

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

(h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.

18. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Official may issue a temporary Certificate of Occupancy for portions of the building provided such portions are in substantial compliance with code standards. Securing a Temporary Certificate of Occupancy shall not however constitute compliance with the condition of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.

1 Unit Building - 360 Days (12 Months)
2-5 Unit Building - 450 Days (15 Months)
6 or More Units or Special Purpose Building - 540 Days (18 Months)

The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.

19. PLEASE TAKE NOTICE the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 18, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert and become vested in the City of Jersey City. The City Council shall upon the buyer’s completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.

20. The City of Jersey City’s right of reversion is hereby subordinated to the mortgage of the buyer’s lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City’s right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer’s duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee’s right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.

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

SEE RIDER ATTACHED
RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE.

VACANT LAND

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

<table>
<thead>
<tr>
<th>BLOCK</th>
<th>LOT(S)</th>
<th>LOCATION</th>
<th>DESCRIPTION</th>
<th>SIZE</th>
<th>MINIMUM BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>24902</td>
<td>15,16</td>
<td>97-101 M.L. King Dr.</td>
<td>Vacant Land</td>
<td>58.32x90</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>24905</td>
<td>30</td>
<td>228 Dwight Street</td>
<td>Vacant Land</td>
<td>46x162x32x103</td>
<td>$50,000.00</td>
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</table>

BUILDINGS

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

<table>
<thead>
<tr>
<th>BLOCK</th>
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<th>DESCRIPTION</th>
<th>SIZE</th>
<th>MINIMUM BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>27003</td>
<td>16</td>
<td>12 Parnell Place</td>
<td>2.5S-F-D-1U-H</td>
<td>25x50</td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

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

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

APPROVED:

Certification Required □ Not Required □

Approved as to Legal Form

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

Certification Required □ Not Required □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

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

Initiator

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<th>Real Estate</th>
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<tr>
<td>Name /Title</td>
<td>Ann Marie Miller</td>
<td>Real Estate Manager</td>
</tr>
<tr>
<td>Phone/E-Mail</td>
<td>(201) 547-5234</td>
<td><a href="mailto:annmarie@jcnj.org">annmarie@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

PURSUANT TO N.J.S.A.40A:12-13 THE CITY IS AUTHORIZED TO SELL PROPERTIES TO THE HIGHEST BIDDER AT PUBLIC AUCTION. THE MINIMUM BIDS WILL PROVIDE AN ESTIMATED $185,000.00 IN REVENUE FOR THE CITY AND PLACE THE PROPERTIES BACK ON THE TAX ROLLS. THE PUBLIC AUCTION WILL BE HELD ON THURSDAY, JUNE 9, 2016 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

8/16
RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 16901 LOT 17, 51 CRESCENT AVENUE.

WHEREAS, the City of Jersey City is the owner of the property known as Block 16901, Lot 17, located at 51 Crescent Avenue; and,

WHEREAS, the Jersey City Public Schools is requesting permission from Jersey City to continue to rehabilitate the city-owned building located at 51 Crescent Avenue for an additional one (1) year; and,

WHEREAS, the Jersey City Public Schools in partnership with the City of Jersey City operates a program through the schools to rehabilitate housing within the City; and,

WHEREAS, Jersey City desires to grant permission to the Jersey City Public Schools to continue to rehabilitate said building and that the City is indemnified and adequately insured against any damages or loss arising from the use of this Property; and,

WHEREAS, the City does not object if the Construction Code Official issues permits for $1.00 and provides assistance and inspections where necessary; and,

WHEREAS, the Jersey City Public Schools has been utilizing the property since March 2002; and,

WHEREAS, it is necessary to extend the License Agreement for an additional one (1) year from July 1, 2016 to June 30, 2017.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City School Public Schools on Block 16901 Lot 17, 51 Crescent Ave.

2. The term of the License Agreement shall commence on July 1, 2016 and ending June 30, 2017.

APPROVED: 

Approved as to legal form

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.

GAJEWSKI ✓ YUN ✓ RIVERA ABSENT
RAMCHAL ABSENT CSBOINNE ✓ WATTERMAN ✓
BOGGIANO ✓ COLEMAN ✓

✓ Indicates Vote

N.V. - Not Voting (Abstain)

7-0

RODOLFO R. LAVARRO, JR., President of Council

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

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 16901 LOT 17, 51 CRESCENT AVENUE

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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 CITY IS THE OWNER OF 51 CRESCENT AVENUE A VACANT BUILDING CONSISTING OF 3 UNITS. THE JERSEY CITY PUBLIC SCHOOLS IN PARTNERSHIP WITH THE CITY OPERATES A PROGRAM THROUGH THE SCHOOLS TO REHABILITATE HOUSING WITHIN THE CITY. THE JERSEY CITY PUBLIC SCHOOL WOULD LIKE TO CONTINUE TO REHABILITATE SAID BUILDING AND THAT THE CITY WILL BE INDEMNIFIED AND ADEQUATELY INSURED AGAINST ANY DAMAGES OR LOSS ARISING FROM THE USE OF THIS PROPERTY. THE LICENSE AGREEMENT IS FOR AN ADDITIONAL YEAR FROM JULY 1, 2016 TO JUNE 30, 2017.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
April 20, 2016

Ann Marie Miller, Real Estate Manager
City of Jersey City
Division of Real Estate
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
    Block 16901 Lot 17, 51 Crescent Avenue
    Block 14602 Lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
    Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

In response to your letter dated April 14, 2016, the School District wishes to renew the above referenced License Agreements for the period of July 1, 2016 through June 30, 2017.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:re

c: Dr. Marcia V. Lyles, Superintendent
   Luiggi Campana, Business Administrator/Board Secretary
LICENSE AGREEMENT

This Agreement is made this day of , 2016, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “Licensor” and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as “Licensee”.

WITNESSETH that:

1. The City is the owner of certain property located at 51 Crescent Avenue.

2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2017).

3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.

4. The Jersey City Public School District's use of the Property shall be for the sole purpose of making renovations by students working under the supervision of the staff of the School District to rehabilitate the property for low and moderate income housing.

5. The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property, Jersey City Public School District or any of its agents, servants, employees, contractors or invites, in, on or about the Property for the purposes set forth above with its permission, express or implied, and whether the use of the Property is within or outside the scope of the above permitted use.

6. The Jersey City Public School District agrees to carry or require their contractors to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than $1,000,000.00 or such other type and amount as is deemed necessary or appropriate by the City Risk’s Manager. The Jersey City Public School District, or its agents shall furnish to the City a Certificate of Insurance for the benefit of the Jersey City Public School District as the City naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this agreement but in no event later than one week after execution of this Agreement. The obligations of the Jersey City Public School District to indemnify the City pursuant to this Section shall any survive termination of this Agreement.
7. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.

8. All accidents or injuries to person, or any damages, etc. occurring as result of or in connection with the Jersey City Public School District's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.

9. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractor and invites on the Property, at no cost to the City.

10. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

11. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.

12. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons to speak or act for the Jersey City Public School District, as the case may be.
13. All notices and payment between the parties hereto be addressed and delivered to the following.

City: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City Public School District: Jersey City Public School District
346 Claremont Avenue
Jersey City, New Jersey 07305
Attn: Hope R. Blackburn
General Counsel

14. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

15. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed be their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST: CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS: JERSEY CITY PUBLIC SCHOOL DISTRICT
Resolution of the City of Jersey City, N.J.

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is the owner of the property known as Block 28204 Lot 41, 166 Danforth Avenue, and;

WHEREAS, the property is vacant land adjacent to Public School #20, and;

WHEREAS, the Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #20 since November 1992, and;

WHEREAS, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School #20 to park at said property for an additional one year commencing July 1, 2016 and ending June 30, 2017, and;

WHEREAS, the Jersey City Public Schools will indemnify and hold the City and its officers agent and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public Schools to utilize city-owned property located at Block 28204 Lot 41, 166 Danforth Avenue.

2. The terms of the License Agreement shall commence on July 1, 2016 and end on June 30, 2017.

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

[Signatures]

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

Full Title of Ordinance/Resolution

| RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE |

Initiator

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<td><a href="mailto:annmarie@jcnj.org">annmarie@jcnj.org</a></td>
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</table>

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

Resolution Purpose


I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Dear Ms. Miller:

In response to your letter dated April 14, 2016, the School District wishes to renew the above referenced License Agreements for the period of July 1, 2016 through June 30, 2017.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:re

c: Dr. Marcia V. Lyles, Superintendent
Luis Campana, Business Administrator/Board Secretary
LICENSE AGREEMENT

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WITNESSETH that:

1. The City is the owner of certain property located at Block 28204 Lot 41, 166 Danforth Avenue.

2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2017).

3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.

4. The Jersey City Public School District shall use the Property for the sole purpose of parking for personnel of Public School #20.

5. The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property by the Jersey City Public School District or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.

6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public Schools.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey city Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.

8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.
9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.

11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.

12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

   City:          City of Jersey City
                Business Administrator
                City Hall
                280 Grove Street
                Jersey City, New Jersey 07302

   Jersey City Public School District
                Jersey City Public School District
                346 Claremont Avenue
                Jersey City, New Jersey 07305
                Attn: Hope R. Blackburn
                General Counsel

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.
14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS:

JERSEY CITY PUBLIC SCHOOL DISTRICT
Resolution of the City of Jersey City, N.J.

CITY OF JERSEY CITY

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8, 93 GRAND STREET

COUNCIL
Resolution:

WHEREAS, the property known as Block 14305
Lot 8, 93 Grand

WHEREAS, the property is adjacent to Public School
Hook Park and is adjacent

WHEREAS, the property continues to utilize the property since July 1, 2016
from Public School #16

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement in substantially, the form of the attached with the Jersey City Public Schools to utilize City-owned property located at Block 14305 Lot 8, 93 Grand Street

2. The term of the License Agreement shall be effective as of July 1, 2016 and end on June 30, 2017.

APPROVED:

[Signature]
Business Administrator

APPROVED:

[Signature]
Corporation Counsel

Certification Required □
Not Required □

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8, 93 GRAND STREET

Initiator

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<tr>
<td>Name /Title</td>
<td>Ann Marie Miller</td>
<td>Real Estate Manager</td>
</tr>
<tr>
<td>Phone/E-Mail</td>
<td>(201) 547-5234</td>
<td><a href="mailto:annmarie@jcnj.org">annmarie@jcnj.org</a></td>
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</tbody>
</table>

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

Resolution Purpose


I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

5/4/16
Hope R. Blackburn
General Counsel
hblackburn@jcboe.org
April 20, 2016

Ann Marie Miller, Real Estate Manager
City of Jersey City
Division of Real Estate
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
    Block 16901 Lot 17, 51 Crescent Avenue
    Block 14602 lot 27, 198 Plainfield Avenue/ AKA 278-288 Duncan Avenue
    Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

In response to your letter dated April 14, 2016, the School District wishes to renew the above referenced License Agreements for the period of July 1, 2016 through June 30, 2017.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:rc

c: Dr. Marcia V. Lyles, Superintendent
    Luiggi Campana, Business Administrator/Board Secretary

THE JERSEY CITY PUBLIC SCHOOLS – AN EQUAL OPPORTUNITY EMPLOYER
Envision Excellence and Equity Everywhere
LICENSE AGREEMENT

This Agreement is made this day of , 2016, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “Licensor” and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as “Licensee”.

WITNESSETH that:

1. The City is the owner of certain property located at Block 14305 Lot 8 93 Grand Street.

2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2017).

3. The City reserves the right to terminate the agreement at will upon thirty (30) days advance written notice to the Jersey City Public School District.

4. The Jersey City Public School District use of the Property shall be for the sole purpose of recess activities for students from Public School #16.

5. The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.

6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.

8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.
9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.

11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.

12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City: 
City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Jersey City Public School District  
346 Claremont Avenue  
Jersey City, New Jersey 07305  
Attn: Hope R. Blackburn  
General Counsel

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.
14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST: 

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS: 

JERSEY CITY PUBLIC SCHOOL DISTRICT
RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE

Council offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is the owner of the property known as Block 14602 Lot 27, 198 Plainfield Avenue; and,

WHEREAS, the property is vacant land adjacent to Public School # 39; and,

WHEREAS, the Jersey City Public Schools have been utilizing the property for parking for personnel of Public School # 39 since November 1992; and,

WHEREAS, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School # 39 to park at said property for an additional one year commencing July 1, 2016 and ending June 30, 2017; and,

WHEREAS, the Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public Schools to utilize city-owned property located at Block 14602 Lot 27, 198 Plainfield Avenue.

2. The term of the License Agreement shall commence on July 1, 2016 and end June 30, 2017.

APPROVED:  

APPROVED AS TO LEGAL FORM

APPROVED:  

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  § 11.16

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<td>LAVARNO, 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.

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

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE

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


I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Hope R. Blackburn  
General Counsel  
hblackburn@jcboe.org  
April 20, 2016

Ann Marie Miller, Real Estate Manager  
City of Jersey City  
Division of Real Estate  
365 Summit Avenue, Room 239  
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street  
Block 16901 Lot 17, 51 Crescent Avenue  
Block 14602 Lot 27, 198 Plainfield Avenue/KA 278-288 Duncan Avenue  
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

In response to your letter dated April 14, 2016, the School District wishes to renew the above referenced License Agreements for the period of July 1, 2016 through June 30, 2017.

Thank you for your assistance.

Very truly yours,

[Signature]

Hope R. Blackburn

HRB:re

c: Dr. Marcia V. Lyles, Superintendent  
Luiggi Campana, Business Administrator/Board Secretary
LICENSE AGREEMENT

This Agreement is made this day of , 2016, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “Licensor” and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as “Licensee”.

WITNESSETH that:

1. The City is the owner of certain property located at Block 14602 Lot 27 198 Plainfield Avenue.

2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2017).

3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public Schools.

4. The Jersey City Public School District use of the Property shall be for the sole purpose of parking for the personnel of Public School # 39.

5. The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.

6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.

8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.
9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.

11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.

12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

   City:  
   City of Jersey City  
   Business Administrator  
   City Hall  
   280 Grove Street  
   Jersey City, New Jersey 07302

   Jersey City  
   Public School District  
   Jersey City Public School District  
   346 Claremont Avenue  
   Jersey City, New Jersey 07305  
   Attn: Hope R. Blackburn  
   General Counsel

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons than herein stipulated in this agreement, under penalty of damages and forfeiture.
14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS:

JERSEY CITY PUBLIC SCHOOL DISTRICT
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.294
Agenda No. 10.0
Approved: MAY 11 2016

TITLE:

RESOLUTION AUTHORIZING A LICENSE AND ACCESS AGREEMENT WITH CCA CIVIL-DAIDONE ELECTRIC, A JOINT VENTURE, TO USE THE PJP LANDFILL SITE AT 400 SIP AVENUE, ROUTES 1&9, FOR WORK ON THE PULASKI SKYWAY PROJECT CONTRACT #4

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Transportation ("NJDOT") is undertaking a project for the Pulaski Skyway, which carries Routes 1&9 through Newark, South Kearny and Jersey City; and

WHEREAS, the project includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, pier, and abutments; and

WHEREAS, CCA Civil-Daidone Electric, a Joint Venture ("CCA Civil-Daidone" or "Licensee"), a corporation having an address of 445 South St, Suite 310, Morristown, NJ 07960, has been hired the designated General Contractor by the NJDOT for the Pulaski Skyway Contract #4; and

WHEREAS, CCA Civil-Daidone requires use of certain City sites located within the PJP Landfill Site (the "Site") at 400 Sip Avenue, Routes 1&9, for staging, storage and related construction purposes; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation’s uncontrolled hazardous waste sites, has undergone site remediation and capping, and is under current monitoring for soil contamination; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") requires environmental monitoring and oversight on the areas to be accessed by CCA Civil-Daidone; and

WHEREAS, the City has selected Boswell Engineering as the Licensed Site Remediation Professional ("LSRP") for environmental oversight of Pulaski Contract #4; and

WHEREAS, CCA Civil-Daidone agrees to regular monitoring by the City and its chosen LSRP, review of plans and work locations by the City and its LSRP, and final inspection and closeout by the City’s LSRP; and

WHEREAS, CCA Civil-Daidone agrees to reimburse the City for the aforementioned work by its LSRP, and to take other measures to protect public health and safety; and

WHEREAS, the City and CCA Civil-Daidone agree to execute the License and Access Agreement, in substantially the form attached hereto as Exhibit A.
NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1) CCA Civil-Daidone is authorized to enter onto those certain City locations at the PJP Landfill for the purpose of implementing Pulaski Contract #4, as further set forth in the License and Access Agreement; and

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

3) The term of the License and Access Agreement shall be for twenty-four (24) months from the date of execution by City officials.

BD/he
5/2/16

APPROVED:

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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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.

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AND ACCESS AGREEMENT WITH CCA CIVIL-DAIDONE ELECTRIC, A JOINT VENTURE, TO USE THE PJP LANDFILL SITE AT 400 SIP AVENUE, ROUTES 1&9, FOR WORK ON THE PULASKI SKYWAY PROJECT CONTRACT #4

Project Manager

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<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic &amp; Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Justina Cheng</td>
<td>Environmental Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4413</td>
<td><a href="mailto:jnccen@jcnj.org">jnccen@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 purpose of this resolution is to authorize a License and Access Agreement with CCA Civil-Daidone Electric, a Joint Venture (CCA Civil-Daidone) to allow them access to the City's PJP Landfill Site to perform construction activities on the Pulaski Skyway as part of CCA Civil-Daidone's Pulaski Skyway Contract #4 with the New Jersey Department of Transportation (NJDOT).

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

None; to be reimbursed  Twenty-four (24) months from date of execution

Type of award

If "Other Exception", enter type

Additional Information

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government’s program to clean up the nation’s uncontrolled hazardous waste sites) and is capped, New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that environmental monitoring and oversight be conducted before, during, and after construction work on the Pulaski Skyway. The City has solicited a proposal from Boswell Engineering to conduct the oversight; all environmental oversight costs will be reimbursed by CCA Civil, Inc., pursuant to the Agreement’s Second Amendment.

I certify that all the facts presented herein are accurate.

[Signature of Municipal Engineer]  5/4/16

Date
DATE: May 4, 2016

TO: Rolando L. Lavarrro Jr., Council President and Council Members

FROM: Jose R. Cunha, Municipal Engineer

SUBJECT: Resolution: License and Access Agreement with CCA Civil-Daidone Electric, a Joint Venture, to Access Jersey City Property on the PJP Landfill Site to Conduct Pulaski Skyway Construction Services for the New Jersey Department of Transportation (NJDOT) Pulaski Contract #4

The purpose of this Resolution is to authorize a License and Access Agreement with CCA Civil-Daidone Electric, a Joint Venture (CCA Civil-Daidone) to access the PJP Landfill Site, Project No. 10-018. The New Jersey Department of Transportation (NJDOT) is undertaking a project for rehabilitating the Pulaski Skyway, which includes replacement of the entire bridge deck, and repairs to structural steel, concrete columns, ramps, pier, and abutments. CCA Civil-Daidone has been hired by NJDOT as General Contractor for Pulaski Skyway Contract #4 for a portion of the Skyway that runs over the PJP Landfill Site, and, as such, requires access to the PJP Landfill.

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government’s program to clean up the nation’s uncontrolled hazardous waste sites) and is capped, the New Jersey Department of Environmental Protection (NJDEP) and the United States Environmental Protection Agency (USEPA) both require that environmental monitoring and oversight be conducted before, during, and after construction work on the Pulaski Skyway. The City has solicited a proposal from Boswell Engineering to conduct the oversight; all environmental oversight costs will be reimbursed by CCA Civil, Inc., pursuant to the License and Access Agreement.

Attached for your consideration is the Resolution authorizing the License and Access Agreement with CCA Civil-Daidone for the duration of twenty-four (24) months, along with Boswell Engineering’s environmental oversight proposal.

Jose R. Cunha
Municipal Engineer

WWW.JERSEYCITY.NJ.GOV
LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT (the "Agreement") is made as of ______, 2016 (the "Effective Date") by and between the City of Jersey City, a municipal corporation of the State of New Jersey, having an address of 280 Grove St., Jersey City, NJ 07302 (hereinafter referred to as the "City or Licensor") and CCA Civil-Daidone Electric, a Joint Venture, having an address of 445 South Street, Suite 310, Morristown, NJ 07960 (hereinafter referred to as "CCA Civil-Daidone" or "Licensee"), each a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the New Jersey Department of Transportation ("NJDOT") is undertaking a project for the Pulaski Skyway, a historic, 3.5 mile long steel truss bridge which carries Routes 1&9 through Newark, South Kearny and Jersey City; and

WHEREAS, the project consists of rehabilitation of the Pulaski Skyway superstructure, substructure and ramps; and

WHEREAS, the project has advanced under separate construction contracts and the work includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, piers and abutments, removal of existing lead paint and repainting of steel surfaces, and strengthening of the substructure components as part of a seismic retrofit; and

WHEREAS, the NJDOT's general contractors and/or subcontractors require ingress, egress and access to and use of certain City properties for work associated with that certain contract known as the Pulaski Contract #4 ("Pulaski Contract #4"); and

WHEREAS, the nature, type and location of work under Pulaski Contract #4 is detailed in the plans and maps attached hereto as Exhibit A ("the Pulaski Contract #4 Site"); and

WHEREAS, the City locations for Pulaski Contract #4 include portions of the City known as the PJP Landfill, whereupon the City has undergone site remediation and capping, and is under current monitoring for soil contamination, see attached Deed Notices and supporting documentation attached hereto as Exhibit B (the "Deed Restricted Sites"); and

WHEREAS, certain block and lot numbers in the PJP Landfill are designated as Interim Remedial Measure areas ("IRM Sites") and are further restricted; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") requires environmental monitoring and oversight on the areas to be accessed by the NJDOT's contractors and/or subcontractors; and
WHEREAS, the City has selected Boswell Engineering as the Licensed Site Remediation Professional ("LSRP") for environmental oversight of Pulaski Contract #4, as further outlined in Boswell Engineering's proposal and attached hereto as Exhibit C ("Boswell Proposal"); and

WHEREAS, the NJDOT has selected CCA Civil-Daidone as the General Contractor for Pulaski Contract #4; and

WHEREAS, CCA Civil-Daidone has agreed to reimburse the City for the cost of environmental oversight performed by the City's chosen LSRP for the duration of the Agreement; and

WHEREAS, the City desires to provide access to CCA Civil-Daidone and/or its subcontractors to the Pulaski Contract #4 Site for the use and purposes as further described in this Agreement.

NOW, THEREFORE BE IT RESOLVED, in consideration for the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I

1.1 Term.

The term of this Agreement is for a period of twenty-four (24) months after the Effective Date.

1.2 Contact and Work Details.

CCA Civil-Daidone shall provide the City contact and all relevant information regarding all contractors or subcontractors to be accessing the Pulaski Contract #4 Site. Relevant information to be provided includes, but is not limited to, the designated liaison(s) for the City, emergency contact information, type of work to be performed and timelines associated with work, for CCA Civil-Daidone and for all its subcontractors. Such information shall be provided at least one week prior to the start of work. Updates shall be provided as necessary, but at minimum on a quarterly basis throughout the term of this Agreement.

1.3 Pulaski Contract #4 Site and Permitted Uses.

CCA Civil-Daidone may access the bridge pier(s), decking and portions of the Pulaski Skyway structure that are located within City property limits, as more specifically outlined in the map attached hereto as Exhibit A.
CCA Civil-Daidone will maintain ingress and egress to the Pulaski Contract #4 Site.

1.4 No City Warranties

CCA Civil-Daidone acknowledges and agrees that, except as expressly set forth herein, the City makes no representations or warranties regarding the Pulaski Contract #4 Site. The City expressly disclaims, and CCA Civil-Daidone expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Pulaski Contract #4 Site for any particular purpose or use.

1.5 Limitations and Prohibitions on Use.

CCA Civil-Daidone shall not permit or suffer any use of the Pulaski Contract #4 Site, or any part thereof, other than the Permitted Uses. CCA Civil-Daidone shall not use or allow the Pulaski Contract #4 Site to be used for an improper, immoral, or unlawful purpose, nor shall the CCA Civil-Daidone cause or permit to remain any nuisance in or about the Pulaski Contract #4 Site in contravention of this Agreement.

ARTICLE II

2.1 Permits.

CCA Civil-Daidone must submit a comprehensive permit application to the City, which includes all closures, locations, timelines, commencement and completion dates, for Pulaski Contract #4 (the "Permit Application"). CCA Civil-Daidone acknowledges and agrees that the City will review and provide a single permit for all locations to be accessed for their work (the "Permit"). CCA Civil-Daidone must renew the Permit Application annually. The renewal application, with updated plans and specifications, must be submitted to City for review at least two months prior to the prior permit’s expiration date. Each Permit Application should include, at minimum:

a. Plans and specifications of all areas to be accessed
b. Scope of all road closures, including any areas to be closed off or limited to the City or to the public
c. Locations within the City which will be impacted/utilized
d. Method/manner for securing and/or fencing the Sites
e. Timelines of work
f. Notice provisions for unanticipated work, including emergency work

2.1 Street Closures.

CCA Civil-Daidone must provide a two-week look ahead report for any anticipated street closures and/or detours throughout the term of this Agreement, which reporting shall commence as of the Effective Date of this Agreement.
2.2 Notice.

For any unanticipated or emergent closures, CCA Civil-Daidone must provide written notice to the City’s designated traffic liaison, which notice should be provided as soon as practicable, and may be provided via email.

ARTICLE III

3.1 Insurances, Indemnity and Assumptions of Liability.

The CCA Civil-Daidone shall provide the necessary insurances, indemnity and proofs thereof as described herein.

3.2 Insurance Certificates.

Prior to the commencement of work or any activities under this Agreement, CCA Civil-Daidone shall provide copies of their insurance certificates and insurance binders to the City. Proof of insurance must include the following minimum amounts:

   - Property Damage and Comprehensive General Liability in the minimum amount of $5,000,000 per occurrence
   - Workers Compensation in the statutory amount and Employer’s Liability in the minimum amount of $1,000,000
   - Automobile Liability in the minimum amount of $2,000,000 single limit per occurrence
   - Pollution Legal Liability in the amount of $5,000,000 per occurrence

CCA Civil-Daidone must include the City of Jersey City, its, officials, employees and agents an additional insured. Proof of insurance renewals, if applicable, must be provided to the City.

3.3 Indemnity.

To the extent caused by the negligent acts or omissions of CCA Civil-Daidone and not covered by the aforementioned insurance, CCA Civil-Daidone agrees to assume any and all risk of loss or damage of any kind whatsoever to property, including damage to infrastructure and environmental damages, or injury or death to persons, including wrongful death, arising out of access and/or use of City property. CCA Civil-Daidone further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including damages, judgments, liens, attorney’s fees and costs of suit, arising out of or resulting from the performance of Pulaski Contract #4, construction,
staging and/or any other activities related thereto. If so directed, CCA Civil-Daidone shall, at no cost or expense to the City, defend the City against such claims. CCA Civil-Daidone’s liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to its termination.

3.4 Deed Restricted and Environmentally Remediated Areas.

a. Coordination of the Parties and other relevant individuals, companies and/or government agencies, including the City, CCA Civil-Daidone, NJDOT and the New Jersey Department of Environmental Protection will be required prior to access and activities on the Deed Restricted Sites. Activities may be restricted on the Deed Restricted Sites by the City.

b. CCA Civil-Daidone agrees to protect any capping or other environmental remediation conducted on the Deed Restricted Site.

c. CCA Civil-Daidone agrees to comply with any local, state and federal notice requirements regarding access to the Deed Restricted Site. CCA Civil-Daidone agrees that it is responsible for the submission of any necessary notices to the City, NJDEP, EPA or any other regulatory or government agencies with jurisdiction over the Deed Restricted Site.

d. Pursuant to this Article, CCA Civil-Daidone shall be liable for any damages and cost of environmental remediation required as a result of their use and access to City property.

e. After the completion of all work under Pulaski Contract #4, CCA Civil-Daidone must provide a third-party PE/LSRP report certifying that the Deed Restricted Sites were not negatively impacted during the term of this Agreement.

3.5 Cost Reimbursement.

CCA Civil-Daidone shall reimburse the City for any reasonable costs and expenses incurred by the City in the performance of this Agreement, including but not limited to, City inspector time, off-duty police, third-party engineering reports, costs of relocation of any tangible City property, etc. At minimum, CCA Civil-Daidone shall be responsible for the following costs:

a. Cost of a third-party engineering/LSRP, which shall be selected by the City, to perform initial review and analysis of CCA Civil-Daidone’s plans and work maps, conduct environmental monitoring and quarterly reporting to the City throughout the term of the Agreement and conduct a final closeout inspection and report to the City, all as further outlined in Boswell Engineering’s proposal (“Boswell Proposal”), substantially in the form attached hereto. The parties agree that the Boswell Proposal may be amended from time to time if reasonable and necessary. Nothing herein shall prohibit the City from selecting a different LSRP during the
term of the Agreement. Upon any change in the LSRP, the City shall provide thirty (30) days notice to CCA Civil-Daidone, after which the new LSRP shall assume all the rights and responsibilities set forth in this Agreement.

b. Cost of any off-duty police officers required to remediate the effect of any traffic detours and to ensure public safety.

c. Cost of relocating any City tangible property.

d. Any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the Pulaski Contract #4 Site.

e. Any other reasonable costs and expenses incurred by the City in the performance of this Agreement.

3.6 Payments.

The City shall provide CCA Civil-Daidone invoice(s), with any necessary back-up information, for reimbursement of costs incurred pursuant to this Agreement. CCA Civil-Daidone shall remit payment to the City within thirty (30) business days of receipt of the invoice(s). Late fees will be assessed and calculated at 2% per month on the balance of the unpaid invoice(s). In the case of any reasonable disputes regarding the invoices submitted, CCA Civil-Daidone shall remit payment on the undisputed portion within the payment deadline. With regard to the disputed portion, the parties agree to confer and resolve the balance of the invoice within two (2) months. Late penalty fees shall not be assessed on the disputed balance during this time, but may be assessed thereafter. CCA Civil-Daidone will be responsible for all attorneys’ fees and costs incurred should the City have to institute collection efforts.

3.7 Damage to Property.

Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the access or use of the Pulaski Contract #4 Site, will be repaired or replaced by CCA Civil-Daidone at its own cost and expense. If CCA Civil-Daidone fails to make such repairs or replacement within a reasonable time after being requested to do so, the City shall have the right to make such repairs and/or replacement and CCA Civil-Daidone agrees to reimburse the City for all costs and expenses thereof.

3.8 Notice of Injury or Damage.

All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with CCA Civil-Daidone’s use of the City property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.
ARTICLE IV

4.1 Revocation of Permits.

The permission hereby granted for use of the Pulaski Contract #4 Site may be revoked at any time by the City, for violation of this Agreement or for other just cause, by the City's Business Administrator or the Public Safety Director, giving five (5) days written notice to CCA Civil-Daidone. Revocation shall not relieve CCA Civil-Daidone of any liabilities or obligations which were incurred or stemmed from its use of the Pulaski Contract #4 Site on or prior to the date of revocation.

4.2 Third-Party Beneficiaries.

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

4.3 Further Assurances.

The permission to use the Pulaski Contract #4 Site is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve CCA Civil-Daidone from their responsibility to procure and maintain in effect all other requisite permissions and approvals.

4.4 Entire Agreement; Amendments.

The entire agreement between the City and CCA Civil-Daidone is contained herein and no modifications hereof shall be effective other than through written consent of both Parties.

4.5 Severability.

Should any term or provision of this Agreement, or any application thereof to any person or circumstance, be judicially determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Parties may renegotiate the terms affected by the severance.

4.6 Waiver of Liability.

The City shall not be responsible for any loss or theft sustained by the CCA Civil-Daidone during its use of the Pulaski Contract #4 Site. City officials, officers, directors, employees or agents shall not be charged personally with any liability under
any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

4.7 Governing Law.

CCA Civil-Daidone' use of the Pulaski Contract #4 Site shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City.

4.8 Equipment and Material Deemed Abandoned.

All equipment installed or used by CCA Civil-Daidone and/or its subcontractors in connection with the access and use of the Pulaski Contract #4 Site that may be removed without damage to the Pulaski Contract #4 Site shall be deemed to be the property of the CCA Civil-Daidone and shall be removed by it at the termination of the Agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, and the City has not otherwise agreed to keep the property, the same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the CCA Civil-Daidone for any cost of disposing thereof.

4.9 Authorized Representative.

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

4.10 Notices.

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

City: Robert Kakoleski
      Business Administrator
      City Hall
      280 Grove Street
      Jersey City, N.J. 07302
      Telephone No. (201) 547-5147

      With a copy to:

      Jeremy Farrell
      Corporation Counsel
      280 Grove St.
      Jersey City, NJ 07302
Contractors:  Clark Chen  
CCA Civil-Daidone, a Joint Venture  
Field Office:  
23 Second St. 
Kearny, NJ 07032  

4.11 Failure to Perform.

All of the above terms and conditions shall be binding on the City, CCA Civil-Daidone and all other parties connected with the events and purpose for which this Agreement is entered, including any and all subcontractors retained by CCA Civil-Daidone or NJDOT for the Pulaski Contract #4 Site. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

4.12 Binding Agreement.

This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto, the contractors or agents of CCA Civil-Daidone, and their respective successors and assigns.

4.13 No Assignment.

CCA Civil-Daidone shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

IN WITNESS WHEREOF, and in confirmation of their consent to the terms and conditions contained in this Agreement, and intending to be bound hereby, the Licensor and the Licensee have executed this Agreement as of the below referenced date.

AGREED and accepted to this _______ day of __________, 2016.
CCA Civil-Daidone Electric, a Joint Venture
Licensee

By: __________________________
Gus Lijo
Project Manager

Attest: ________________________

CITY OF JERSEY CITY
Licensor

By: __________________________
Robert Kakoleski
Business Administrator

Attest: ________________________
Robert Byrne
City Clerk
March 8, 2016

Ms. Justina Cheng
Environmental Engineer
City of Jersey City
Division of Engineering, Traffic & Transportation
13-15 Linden Ave East
Jersey City, NJ 07305

Re: Environmental Monitoring and Oversight
(Portion of Former PJP Landfill)
400 Sip Avenue, Routes 1 and 9
City of Jersey City
Hudson County, New Jersey
Our File No. PR-16-7158

Dear Ms. Cheng:

Boswell Engineering (Boswell) is pleased to provide this proposal for the necessary environmental engineering services to provide environmental monitoring and oversight at the above referenced site. It is our understanding that CCA Civil, Incorporated (CCA) is performing work on the Pulaski Skyway immediately above the site. Specifically, the contractor is replacing the Skyway’s bridge deck. In order to complete the work, the contractor is planning to mobilize two (2) large cranes to remove a concrete slab from the deck. Additionally, CCA will be constructing a stairwell to access the deck. You indicated that CCA was awarded the work included under New Jersey Department of Transportation (NJDOT) Contract No. 3 and No. 4.

SCOPE OF WORK

Task 1 - CCA Access Plan Review

Under Task 1 Boswell will review the Access Plans prepared for Contract Nos. 3 and 4. It is our understanding that Dresden Robin has already reviewed the initial plan for Contract No. 3 and
provided initial comments. Contract No. 3 includes the mobilization and placement of the two (2) large cranes in order to remove concrete slabs from the bridge deck. Contract No. 4 includes the installation of the proposed stairwell. More specifically, we will ensure that the cranes and stairwell have no lasting detrimental impact on the landfill's cap. Boswell's structural and environmental engineers will review all plans prepared by CCA and provide comments as necessary.

Our estimated fee to perform the work detailed under the task above is $3,400.00.

**Task 2 - Quarterly Inspections**

Pursuant to Jersey City's request, Boswell will perform quarterly inspections for a period of 2-years (8-quarters) from spring 2016 until spring 2018. During the work, Boswell will perform the necessary site inspections to ensure that CCA is completing their work in accordance with the previously approved work plans. Boswell's Licensed Site Remediation Professional (LSRP) accompanied by our field engineer will visually inspect the construction areas to ensure that CCA's activities are not adversely affecting the landfill cap. Upon completion of each inspection we will prepare a brief inspection report detailing our findings and providing recommendations for corrective action as necessary.

Our estimate fee to perform the work detailed under the task above is $6,000.00.

**Task 3 - Environmental Monitoring**

Under Task 3 Boswell will conduct environmental monitoring prior to, during, and following CCA's activities at the PJP-Landfill. Specifically, the environmental monitoring will consist of the following scope of work:

- One (1) groundwater sample will be collected from MW-75 and analyzed for volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), metals, total dissolved solids, and total suspended solids (TSS).
• One (1) surface water sample will be collected from SW-2 and SW-3 and analyzed for VOCs, SVOCs, total metals, dissolved metals, total dissolved solids, and total suspended solids.

• One (1) sediment sample will be collected from SED-2 and SED-3 and analyzed for VOCs, SVOCs, and total metals.

Please note this proposal assumes a total of three (3) environmental monitoring events. As outlined in the Access Plan, additional monitoring events may be required should the work last longer than the schedule provided by CCA.

Boswell's estimate fee for the work detailed under Task 3 above is $10,500.00. In addition to the Boswell fee there will be laboratory subcontractor fees as outlined below.

**Semi-Volatile Organic Compounds (TCL SVOC)**
5 samples @ $275/sample ................................ $1,375.00

**Volatile Organic Analysis (TCL VOC)**
5 samples @ $125/sample ................................ $625.00

**Target Analyte List Metals (Total)**
5 samples @ $125/sample ................................ $625.00

**Target Analyte List Metals (Dissolved)**
5 samples @ $125/sample ................................ $625.00

**Total Dissolved Solids (TSS)**
3 samples @ $15/sample .................................. $45.00

**Total Suspended Solids (TSS)**
3 samples @ $15/sample .................................. $45.00

The total estimated laboratory cost is $3,400.00.

**Task 4 - Restoration Report**

As required by the NJDEP in their Site Access Approval Letter, this task includes completing a Restoration Report following CCA's
activities on the landfill. The Restoration Report will be submitted to the NJDEP and the United States Environmental Protection Agency (USEPA). The report will summarize the findings of the environmental monitoring and will include appropriate tables, exhibits, and form.

Boswell’s estimated fee for the work detailed under the task above is $6,500.00.

FEE AND COST SUMMARY

The following is a summary of the estimated costs associated with the work identified in this proposal. Since the exact level of effort cannot be firmly justified at this time, the work will be performed on a time-and-materials basis in accordance with our standard hourly rate.

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<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>BOSWELL FEE</th>
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<tr>
<td>1</td>
<td>CCA Plan Review</td>
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<td>2</td>
<td>Quarterly Inspections</td>
<td>$6,000.00</td>
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<td>3</td>
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<td>4</td>
<td>Restoration Report</td>
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SUBTOTALS $26,400.00 $3,400.00

GRAND TOTAL $29,800.00

EXCLUSIONS

Services and costs not included in this proposal are summarized as follows:

- Increases in scope of work.
- Additional inspection, investigation, sampling or analysis other than that detailed herein.
- Contractor oversight during any required maintenance or corrective actions.
- Additional inspections to verify maintenance or corrective actions.
• The design, repair and/or maintenance of any corrective actions.

• Design and/or installation of any improvements.

In addition to the above, meetings are not included in this proposal and will be billed on an hourly basis, if necessary.

AUTHORIZATION

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the project.

We wish to thank you for the opportunity of presenting this proposal and look forward to continuing our work with the City on this project. Should you have any questions or require anything further, please do not hesitate to contact Frank J. Rossi, LSRP or me.

Very truly yours,

BOSWELL ENGINEERING

[Signature]

Stephen T. Boswell, Ph.D., P.E., LSRP

STB/CEA/cr

100306crpl.doc
Resolution of the City of Jersey City, N.J.

City Clerk File No.  Res. 16.295
Agenda No. 10-P
Approved: MAY 11 2016

TITLE:
RESOLUTION AUTHORIZING A CONTENT LICENSE AGREEMENT WITH GOOGLE, INC. TO AUTHORIZE THE USE OF CITY OF JERSEY CITY TRAFFIC AND STREET CLOSURE DATA IN CONNECTION WITH VARIOUS VEHICULAR NAVIGATION PROGRAMS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Waze is a Division of Google, Inc. that provides vehicular navigation programs to motorists free of charge; and

WHEREAS, one of Waze’s navigation programs provides motorists with real time information pertaining to traffic delays and detours; and

WHEREAS, this program could be improved if the City of Jersey City (“City”) provides daily information to Waze regarding street closures in Jersey City; and

WHEREAS, Waze will accept data from the City pertaining to street closures provided the City executes a Content License Agreement with Google, Inc.; and

WHEREAS, the data provided by the City to Waze will assist motorists in avoiding traffic delays.

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

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

2) The term of the License Agreement shall be indefinite but either party may cancel the Content License Agreement at its convenience by providing sixty (60) day’s written notice prior to the effective date of cancelation.

Record of Council Vote on Final Passage 5.11.16

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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 - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTENT LICENSE AGREEMENT WITH GOOGLE, INC. TO AUTHORIZE THE USE OF CITY OF JERSEY CITY TRAFFIC AND STREET CLOSURE DATA IN CONNECTION WITH VARIOUS VEHICULAR NAVIGATION PROGRAMS

Project Manager

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<tr>
<th>Department/Division</th>
<th>Office of the Mayor</th>
<th>Office of Innovation</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>547-4513</td>
<td><a href="mailto:BPlatt@jenj.org">BPlatt@jenj.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

Waze is a Division of Google, Inc. that provides vehicular navigation programs to motorists free of charge. One of Waze’s navigation programs provides motorists with real time information pertaining to traffic delays and detours. This program could be improved if the City provides daily information to Waze regarding street closures in Jersey City. Waze will accept data from the City pertaining to street closures provided the City executes a Content License Agreement with Google, Inc.. The data provided by the City to Waze will assist motorists in avoiding traffic delays.

Not applicable

Indefinite, but either party may cancel by providing 60 day’s written notice of cancellation

Type of award

Not Applicable

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.
Google Online Agreements

Background Information

Google is accepting data for use in Google products and services. If your organization is interested in participating in this program, please verify that the Contact information below is correct and that the person listed is a qualified representative from your organization. That person needs to read and accept our terms and conditions to initiate the data collection process.

Check All Applicable Categories:

Note: Please check all categories of content below that you would like to provide to Google as "Licensed Content" under the Agreement. Please note that you may provide more or less content than what is checked off below, at any time, at your discretion, but that the actual content you provide to Google will be considered the "Licensed Content" under the Agreement.

Vector Data

- Address Blocks
- Address Points
- Geographic Features
- Parcels (Tax Lots)
- Points of Interest
- Political Boundaries
- Road Centerlines
- Trails

3D Building Data

- Building Footprints with Height Values
- Non-Textured 3D Building Models
- Textured 3D Building Models

Other

- Aerial Photography / Orthophotography
- Crisis Response Data
- Elevation Data (Terrain/Bathymetry)
- Indoor Maps/Floorplans
- Map Annotations, Comments, Metadata, and/or Labels
- Other Map Content
- Real-time Automotive Traffic Data

Agreement

This Content License Agreement is entered into by and between Google Inc. and its affiliates ("Google"), 1600 Amphitheatre Parkway, Mountain View, California 94043, and the party identified in the signature block below ("Licensor"). This agreement will be effective as of the date you click the "Accept and Sign Up" button below (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these terms and conditions, (ii) that you have read and understand this agreement, and (iii) that you agree, on behalf of the party that you represent, to this agreement. If you don't have the legal authority to bind, please do not click the "Accept and Sign Up" button below.

1 DEFINITIONS.

1.1 "Licensed Content" means the categories of content checked above and any other content provided by Licensor to Google pursuant to the following delivery mechanisms: FTP/HTTP download, an upload through a Google-specified webpage, email, CD, DVD, hard drive or any other mutually agreed delivery method.

https://partnercontracts.google.com(review/ahZzfmlvY2EtGRyLW1pZ3JhdGlvb0zcimgL... 4/18/2016
1.2 "Distribution Partner" means a third party under an agreement with Google to use Google products or services internally or provide or display Google products or services to end users.

2 LICENSED CONTENT.

2.1 License. Licensor grants to Google a nonexclusive, worldwide, perpetual, irrevocable, royalty-free license to: (a) copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Licensed Content in connection with Google products or services; and (b) sublicense the license in subsection (a) to end users and Distribution Partners in connection with Google products or services. Google agrees that it will not distribute the Licensed Content to Distribution Partners or End Users outside of the Google products or services.

2.2 Reservation of Rights. Except for the license rights granted in this agreement, Licensor retains all rights in the Licensed Content. This agreement does not limit the rights and permissible uses that Google would have independent of this agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws. Google and its other licensors retain all rights in any content used or created in connection with the Licensed Content, including ownership of (a) corrections to the Licensed Content and (b) end user-generated content in the Google products and services. Nothing in this agreement will restrict Google from using content Google obtains from a source other than Licensor under this agreement. In addition, nothing in this agreement obligates Google to make available any or all of the Licensed Content as part of the Google products or services.

3 DELIVERY; UPDATES.

3.1 Delivery. Upon acceptance or execution of this agreement, Licensor will provide the Licensed Content to Google in accordance with Google's technical requirements or as otherwise mutually agreed. If Google requests URLs to be included in the Licensed Content, those URLs will link directly to a Licensor webpage relevant to the Licensed Content without spawning any pop-up advertisements or new windows that are not relevant to the Licensed Content.

3.2 Updates. During the term, Licensor may provide updates to the Licensed Content on a regular basis in the manner described in Section 3.1 (Delivery).

4 WARRANTIES AND INDEMNITIES. Each party represents and warrants that it has full power and authority to enter into this agreement. Licensor represents and warrants that it has all necessary rights to grant the licenses set forth in Section 2. Google will indemnify and defend Licensor and its directors, officers, employees, and agents from third party claims arising from or related to a breach of Google's representations and warranties. Because Google is relying on Licensor to provide Google with content that Licensor is authorized to provide under the terms of this agreement, Licensor will, to the extent permitted by applicable law, indemnify and defend Google and its directors, officers, employees, agents, and Distribution Partners from third party claims arising from or related to (a) a breach of Licensor's representations and warranties or (b) Google's or any Distribution Partner's authorized use of any Licensed Content or any other materials provided by Licensor to Google under this agreement.

5 DISCLAIMERS, REMEDIES, AND LIMITATION OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY THE PARTIES IN SECTION 4, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S EXCLUSIVE REMEDY FOR BREACHES OF THIS AGREEMENT WILL BE MONETARY DAMAGES. EXCEPT FOR THE INDEMNITIES UNDER SECTION 4, (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED $10,000.

6 PUBLICITY. Except as required by applicable laws requiring disclosure of public records, Licensor may issue a public statement regarding this agreement only if it is in compliance with the guidelines provided by Google. Google may identify the Licensor as the source of the Licensed Content.

7 MISCELLANEOUS.

7.1 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

7.2 No Waiver. Failure to enforce any provision will not constitute a waiver.

7.3 Severability. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
7.4 No Agency. The parties are independent contractors, and this agreement does not create an agency, partnership or joint venture.

7.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

7.6 Entire Agreement. This agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

7.7 Online Terms. This agreement supersedes any online terms of service related to the delivery or use of the Licensed Content covered by this agreement.

(Last revised April 26, 2012)

Signatory Information

Note: Please review your company details and amend accordingly. If the legal name of your company is incorrect, please advise your Google contact who will arrange for this to be amended. PLEASE DO NOT ACCEPT THIS ONLINE CONTRACT AGREEMENT IF YOUR DETAILS ARE INCORRECT.

Contracting Entity: City of Jersey City

Name: Brian Piatt

Title: Aide to the Mayor

Email: BPlatt@jcnj.org

Accept Agreement

By checking this box, I am accepting this Agreement on behalf of the entity City of Jersey City. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the entity that I represent.

© 2011 Google

https://partnercontracts.google.com/review/aHZzn1vY2EtAGRyLW1pZ3JhdGlvb10zcigL... 4/18/2016
Resolution of the City of Jersey City, N.J.

City Clerk File No.  Res. 16.296
Agenda No.  10.0
Approved:  MAY 11 2016

TITLE:  A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH CENTRAL PARKING SYSTEM, INC. FOR 80 PARKING SPACES LOCATED AT 135 GREENE STREET.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City needs eighty (80) parking spaces for the Department of Housing Economic Development & Commerce personnel working at 30 Montgomery Street; and

WHEREAS, Central Parking System, Inc. agrees to provide eighty (80) parking spaces at its facility located at 135 Greene Street, Jersey City for $125.00 per space per month for a total monthly cost of $10,000.00 or $120,000.00 annually; and

WHEREAS, Central Parking System, Inc. and the City of Jersey City shall have the right to terminate the License Agreement without cause during the Extended Term by providing ninety (90) days written notice prior the effective date of termination; and

WHEREAS, the parking spaces rented by the City will be exempt from the City’s tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

WHEREAS, the license term shall be effective April 1, 2016 and ending December 31, 2017 unless terminated earlier as provided in the License Agreement. Thereafter, the License Agreement shall automatically renew from month to month until either party gives the other at least 30 days prior written notice of non-renewal; and

WHEREAS, funds will be made available in account # 01-201-31-432-304 in the 2016 temporary, permanent and future Calendar Year budgets.

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 License Agreement attached hereto with Central Parking System, Inc. for eighty (80) parking spaces at 135 Greene Street, Jersey City.
2. The term of the License Agreement shall be effective from April 1, 2016 and shall end on December 31, 2017.
3. Central Parking System, Inc. and the City of Jersey City shall have the right to terminate the License Agreement without cause by providing ninety (90) days written notice prior to the effective date of termination.
4. The monthly rent for eighty (80) parking spaces shall be $125.00 per space for a total monthly amount of $10,000.00 or $120,000.00 annually
5. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. of the City Code.
TITLE:

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH CENTRAL PARKING SYSTEM, INC. FOR 80 PARKING SPACES LOCATED AT 135 GREENE STREET.

I, Donna Mauer, Chief Financial Officer, hereby certify funds in the amount of $30,000.00 are available in account # 01-201-31-432-304 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Requisition # 0174385 P.O. # 120896

APPROVED: ____________________________________________

APPROVED AS TO LEGAL FORM

APPROVED: ____________________________________________

Certification Required □
Not Required □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

| RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH CENTRAL PARKING SYSTEM, INC. FOR 80 PARKING SPACES LOCATED AT 135 GREENE STREET |

**Initiator**

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<th>Real Estate</th>
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<tbody>
<tr>
<td>Name /Title</td>
<td>Ann Marie Miller</td>
<td>Real Estate Manager</td>
</tr>
<tr>
<td>Phone/E-Mail</td>
<td>(201) 547-5234</td>
<td><a href="mailto:annmarie@jcnj.org">annmarie@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 PROVIDE 80 PARKING SPACES FOR HOUSING, ECONOMIC DEVELOPMENT & COMMERCE EMPLOYEES WHO WORK AT 30 MONTGOMERY STREET. THIS IS A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH CENTRAL PARKING, INC. THE TERM OF THIS LICENSE AGREEMENT SHALL BE EFFECTIVE APRIL 1, 2016 AND ENDING DECEMBER 31, 2017. THE RENT SHALL BE $125.00 PER SPACE PER MONTH FOR A TOTAL MONTHLY COST OF $10,000.00 OR $120,000.00 ANNUALLY. |

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 4/26/16
FIRST AMENDMENT TO PARKING LICENSE AGREEMENT

This FIRST AMENDMENT TO PARKING LICENSE AGREEMENT (this "First Amendment") is made and entered into as of the 19th day of April 2016, but effective as of April 1, 2016, by and between CENTRAL PARKING SYSTEM, INC., a Tennessee corporation ("Central"), and the CITY OF JERSEY CITY ("City").

RECITALS:

A. City and Central entered into that certain Parking License Agreement dated January 1, 2015 (the "Agreement"), whereby City licenses the use of parking spaces for Employees (as defined in the Agreement) to self-park at the public parking facility located at 135 Greene Street in Jersey City, New Jersey (the "Facility").

B. City and Central now desire to amend the Agreement as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein. All capitalized terms used herein shall have the meanings defined to such terms in the Agreement, unless defined otherwise.

2. GRANT. Upon execution of this First Amendment, and payment in full of any past-due License Fees from the City to Central, the parties agree that Section 1 of the Agreement is amended so that the City may use up to eighty (80) Licensed Spaces, as defined therein.

3. TERM. Upon execution of this First Amendment, the parties agree that the term of the Agreement shall extend from April 1, 2016, through and including December 31, 2017 (the "Extended Term"). Notwithstanding anything to the contrary in the Agreement, the parties may only terminate the Agreement during the Extended Term upon ninety (90) days' prior written notice. Upon expiration of the Extended Term, the Agreement shall automatically renew from month-to-month until either party gives the other at least thirty (30) days' prior written notice of non-renewal.

4. LICENSE FEE. Effective April 1, 2016, the parties agree that the License Fee, as defined in Section 5 of the Agreement shall increase to one hundred and twenty-five dollars ($125.00) per Licensed Space (as defined in Section 1 of the Agreement). The remainder of Section 5 shall continue in full force and effect.

5. NO OTHER CHANGES. Except as amended herein, all terms and conditions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, City and Central have executed this First Amendment as of the day and year first written above.

CITY: CENTRAL:

CITY OF JERSEY CITY CENTRAL PARKING SYSTEM, INC.
By: ____________________________ By: ______________
Name: Hector Chevalier
Title: Executive Vice President
**CITY OF JERSEY CITY**
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

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**Requisition**

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**THIS PURCHASE ORDER IS FOR ENCUMBRANCE PURPOSES ONLY TO ESTABLISH FUNDING FOR EMPLOYEE PARKING AT 135 GREENE STREET.**

**NAME OF CONTRACT: CENTRAL PARKING SYSTEM, INC.**

**TOTAL CONTRACT: $120,000.00**

**TEMPORARY ENCUMBRANCE: $30,000.00**

**TO COVER FROM 4/1/16 THRU 6/30/16**

**PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.**

---

**Req. Date:** 04/25/2016

**Requested By:** PEGGYR

**Approved By:** ____________________________

---

**This Is Not A Purchase Order**
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.297
Agenda No. 10.R
Approved: MAY 11, 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE, BULLETPROOF VEST PARTNERSHIP PROGRAM (2016) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

COUNCIL

Offered and moved adoption of the following resolution

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the U.S. Department of Justice has recognized this danger; and

WHEREAS, the U.S. Department of Justice, through the Bulletproof Vest Partnership Program will reimburse 50 percent of the total cost of each vest purchased by the City of Jersey City; the New Jersey Body Armor Replacement Fund will cover the cost of the other 50 percent; and

WHEREAS, the total award for the Bulletproof Vest Partnership (2016) will be determined after the review of our application; and

WHEREAS, the City of Jersey City wishes to apply for these funds distributed through the Bulletproof Vest Partnership Program to protect its Police Officers; and

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

1. The Jersey City Police Department is hereby authorized to apply for funds distributed by the U.S. Department of Justice through the Bulletproof Vest Partnership Program; and

2. These funds will be used to provide personal body armor for sworn members of the Jersey City Police Department.

APPROVED:

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-11-16

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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.
Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2016 BVP application funding period.

Applications for FY 2016 BVP funds will be accepted beginning Monday, April 4, 2016. All applications must be submitted online at http://www.ojp.usdoj.gov/bvpbas/ by 6:00 pm (e.d.t.), Monday, May 16, 2016.

Important Information Regarding FY 2016 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers, in place when the FY 2016 BVP applications are submitted. Please see the BVP mandatory FAQs for further guidance on this requirement: https://www.ojp.usdoj.gov/bvpbas/docs/FAQsBVPMandatoryWearPolicy.pdf

2. Each vest purchased with FY 2016 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: https://www.justnet.org/other/ballistic_cpl.html and https://www.justnet.org/other/stab_cpl.html

3. Jurisdictions with more than one law enforcement agency (LEA) associated with the jurisdiction account may not submit a separate application. Instead, the LEAs associated with jurisdictions with more than one LEA must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA.

4. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2016 BVP funds:
   a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
   b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
   c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum allowable based on the appropriation and distribution guidelines.

5. BJA has completed new user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:
   http://oip.gov/bvpbas/bvpprogramresources.htm

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.
TO: Monique Snow
Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: April 20, 2016

SUBJECT: Bulletproof Vest Partnership Program Resolution

Dear Ms. Snow,

Enclosed is a Resolution to Apply for the FY 2016 Bulletproof Vest Partnership Program.

Thank you for your assistance.

Respectfully Submitted,

Sgt. Jaclyn Marcazo
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLETPROOF VEST PARTNERSHIP PROGRAM (2016) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

Project Manager

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<tbody>
<tr>
<td>Name/Title</td>
<td>Sgt. Jaclyn Marcazo</td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4736</td>
<td><a href="mailto:jmarcazo@njjcps.org">jmarcazo@njjcps.org</a></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 purpose of this grant is to apply for funding to purchase body armor for sworn police officers of the Jersey City Police Department. Body armor is purchased for new hires and to replace officers’ vests every five years when grants dollars are available.

Cost (Identify all sources and amounts) Contract term (include all proposed renewals)

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<th>Grant Funds</th>
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Type of award <Federal Grant

If “Other Exception”, enter type

Additional Information

If awarded BVP, there is a 50 percent match with this grant. However, the remaining 50 percent will be funded by the New Jersey Body Armor Replacement Fund which is permissible by both funders.

I certify that all the facts presented herein are accurate.

Signature of Department Director [Signature]

Date [11/14/16]
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION THRU THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL A HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT (HMEP) IN THE AMOUNT OF EIGHTEEN THOUSAND DOLLARS ($18,000.00) TO SUPPORT DECONTAMINATION TRAINING FOR MEMBERS OF THE JERSEY CITY FIRE DEPARTMENT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Transportation thru the New Jersey Department of Law & Public Safety, Office of the Attorney General has awarded the City of Jersey City Department of Public Safety, Division of Fire a Hazardous Material Emergency Preparedness Grant (HMEP) in the amount of $18,000.00; and

WHEREAS, this grant will support Decontamination training for member of the Jersey City fire Department; and

WHEREAS, the Jersey City Department of Public Safety, Division of Fire desires to accept the funding to enhance the city's ability to build, maintain and sustain national preparedness capabilities; and

NOW, THEREFORE BE IT RESOLVED the City of Jersey City herewith accepts the award of $18,000.00 from the United States Department of Transportation thru the New Jersey Department of Law & Public Safety, Office of the Attorney General; and

BE IT FURTHER RESOLVED that the sum of $18,000.00 is hereby appropriated under the caption FFY15-16 HMEP Planning and training grant; and

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

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakoleski Business Administrator of The City of Jersey City is hereby authorized to execute a contract and/or grant agreement with the United States Department of Transportation thru the New Jersey Department of Law & Public Office of the Attorney General; and

2 The Division of Budget is authorized to establish an account in the amount of $18,000.00 for the Jersey City Department of Public Safety entitled FFY-15-16 HMEP Planning and Training Grant.

Jame/Shea, Director
Department of Public Safety

APPROVED:  

APPROVED AS TO LEGAL FORM  

APPROVED:  

Certification Required  

Not Required  

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJewsik  YIN  RIVERA  
RAMCHAL  ABSENT  OSBORNE  WATTERMAN  
BOGGIANO  COLEMAN LAVARRO, PRES.  

✓ Indicates Vote  

N.V.-Not Voting (Abstain)

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

Robert Byrne, City Clerk  

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 JERSEY CITY DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION THRU THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL A HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT (HMEP) IN THE AMOUNT OF EIGHTEEN THOUSAND DOLLARS ($18,000.00) TO SUPPORT DECONTAMINATION TRAINING FOR MEMBERS OF THE JERSEY CITY FIRE DEPARTMENT.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Public Safety</th>
<th>Public Safety/Fire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>James Shea</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201 547-4239</td>
<td><a href="mailto:jshea@njjcps.org">jshea@njjcps.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.)

Resolution Purpose

The purpose of this Resolution is for authorization to accept a grant to provide Decontamination training for members of the Jersey City Fire Department

I certify that all the facts presented herein are accurate.

Signature of Department Director

4/29/16

Date
In accordance with the provisions of the 2015 Hazardous Material Emergency Preparedness Grant, the Hazardous Material Transportation Law, 49 U.S.C. 5101 et seq., and based on the application as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. This grant program works to increase state and local effectiveness in safely and efficiently handling hazardous materials incidents, and encourages a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situation.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

Richard D Gorman #539 FDJC Dep Coord
Jersey City Office of Emergency Management
Typed Name of Official and Title

Date

Subaward Number: 2015-08

Subaward Period: 9/30/2015-9/30/2016

Subrecipient Fiscal Year Start Date

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Attorney General or Designee

Date

Contact:
ERS Jim Rapp
LPPRAPPJ@gw.njsp.org
(732)721-4040
Overview

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorizes the U.S. Department of Transportation (DOT) to provide assistance to public sector employees through training and planning grants to States, Territories, and Native American tribes for hazardous materials emergency response. The purpose of this grant program is to assist State, Territorial, Tribal, and local agencies with the safe and efficient handling of hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations.

For New Jersey, the Hazardous Materials Emergency Preparedness (HMEP) grant coordinator is the New Jersey State Police, Emergency Management Section, Hazard Materials Response Unit (HMRU). For this FY16 HMEP grant, the requirement to pass through seventy-five (75%) of funds to Local Emergency Planning Committees (LEPC's) has been removed, yet the HMRU remains committed to providing subawards to successful applicants. For this solicitation, county and municipal LEPCs may apply directly to the HMRU for the funding of projects to be conducted by their jurisdiction to develop, improve, and carry out emergency plans, and to train public sector employees to respond to accidents and incidents involving hazardous materials.

Note: Applicants should be aware that NJSP has not yet submitted an application to the DOT for this FY16 HMEP Grant. Beginning this year, the subaward application process must be completed prior to the Federal application submission because Federal grant applications must fully describe the proposed grant activities that will take place, including all proposed subrecipient activities. Project narrative and budget details from successful applications will be included in NJSP's application to the DOT. Please be as specific and detailed as possible when completing your application.

New this year, the Federal FY16 HMEP period of performance is three years (9/30/2016 to 9/30/2019). This year, NJSP must submit a competitive grant application to the DOT. If awarded funds, NJSP will submit continuing applications in each subsequent year that describe in detail the proposed activities for that year.

Applicants will still be required to complete a full subaward application each year. However, applicants with long-term projects that extend beyond year one (FY16) should provide proposed activities for years two (FY17) and three (FY18) in their Project Work Plan. Funds for FY17 and FY18 will be awarded to subrecipients during future subaward competitive application processes.

Also beginning this year, training and planning grants are no longer separate and applicants will apply for training and/or planning projects in one application.

For supplemental information, the DOT Pipeline and Hazardous Materials Safety Administration provides guidance related to the HMEP grant program via the following web link: www.phmsa.dot.gov/hazmat/grants. Applicants should then click on “HMEP FAQs.” These FAQs are for informational purposes only. The HMEP FAQs were designed for state and tribal agencies, which must meet the stated deadlines and match requirements and are eligible for allowable costs. Subrecipients, or those receiving “pass-through” funding, should follow the Subaward Planning and
Training Program Guidance prepared by the NJSP HMRU. Questions may be directed to Shaun Del Collo at (609) 882-2000 ext. 2157.

**Planning and Training Grant**

The primary objective of the Planning and Training Grant Program is to develop, improve, and implement emergency plans under the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) and to train public sector employees to respond to accidents and incidents involving hazardous materials. To accomplish these objectives, Congress has identified, as eligible for funding, specific activities that will improve planning and training. For example, planning activities can include conducting commodity flow assessments, hazards analysis, drills and exercises; assessing local response capabilities; and enhancing emergency plans. Training activities can include improving the training of public sector employees to respond safely and efficiently to accidents and incidents, such as those involving transportation of hazardous materials, and can involve public officials who are not responders but who perform activities associated with emergency response plans developed under EPCRA.

The possibility of hazardous materials accidents and incidents varies greatly in New Jersey. Some areas, due to their geographic locations, are at risk from air, rail, roadway, and waterway incidents. Other areas may be at relatively low risk with regard to actual HAZMAT facilities, but have compounding factors such as heavily traveled roadways or transportation dependent populations (e.g., hospitals, schools, and nursing homes). These could present significant problems in the event that they, or a neighboring community, experience a HAZMAT incident.

Thus, the goal of this subaward is to improve the implementation of LEPC HAZMAT emergency planning efforts and to increase the training opportunities available to local and regional emergency response teams to improve their level of competency in the area of hazardous materials response.

The US DOT provides the **Guidelines for Public Sector Hazardous Materials Training** and **HMEP List of Assessed Response Courses** to assist in the curriculum management of training programs funded by HMEP.

**ELIGIBLE APPLICANTS, FUNDING AVAILABILITY and APPLICATION DEADLINE**

**ELIGIBLE APPLICANTS**

The Hazardous Materials Planning and Training Subaward Program is open to all county and municipal members of LEPCs for the purpose of conducting specific projects to address the unique circumstances of HAZMAT incidents at the local level and their respective hazardous materials emergency planning needs, and for the purpose of conducting specific courses related to HAZMAT planning, prevention and response training. The applicant and application must be supported by an LEPC.
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.299
Agenda No. 10-T
Approved: MAY 11 2016

TITLE: RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CITY-WIDE CCTV CAMERAS AND SOFTWARE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to install and upgrade CCTV cameras throughout the City of Jersey City (the "City") in order to provide public safety surveillance and investigate criminal activity; and

WHEREAS, the City desires to install CCTV cameras which cover a 360 degree view of each chosen location and desires to hard wire each camera to a new fiber optic cable; and

WHEREAS, such CCTV cameras will be directly connected to the Office of Emergency Management Operations Center and various other public safety locations, as necessary and appropriate; and

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

WHEREAS, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting to award contracts for the purchase of "licensing of proprietary computer software designed for the contracting unit purposes, which may include hardware intended for use with the proprietary software" and 40A:11-4.1(b)(3) authorizes the City to use competitive contracting to award contracts to a for profit entity for the "operation, management or administration of data-processing services"; and

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

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

(1) the above recitals are incorporated herein by reference;

(2) the use of competitive contracting pursuant to N.J.S.A. 40A: 1-4.1 is authorized for awarding a contract for the provision City-wide CCTV cameras and related software for a term not to exceed five (5) years.

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required [ ]
Not Required [ ]

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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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]
Roberto H. Lavarrro, 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

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Initiator

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<tr>
<th>Department/Division</th>
<th>Communications &amp; Technology</th>
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<tr>
<td>Name/Title</td>
<td>Director</td>
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<tr>
<td>Phone/email</td>
<td><a href="mailto:fbakersr@njjcps.org">fbakersr@njjcps.org</a></td>
</tr>
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</table>

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

Resolution Purpose

Competitive bids to replace the present CCTV System that has passed its expected useful life. This will include cameras, mounts, housings, power, fiber, Genetec Software & Licenses, all federation.

I certify that all the facts presented herein are accurate.

Signature of Department Director: Jerome

Date: 5/5/16

Signature of Purchasing Director

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

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES NEEDED IN CONNECTION WITH A HOUSING REHABILITATION PROGRAM FUNDED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COUNCIL

MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through its Division of Community Development conducts a Housing Rehabilitation Program (Program) that is funded by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the Program requires that certain environmental reviews be performed for homes that are being renovated; and

WHEREAS, the City needs to hire an environmental consultant to perform the Program environmental reviews; and

WHEREAS, N.J.S.A. 40A:11-4.1(n) authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq., to award a contract for consulting services; and

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

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

(1) the above recitals are incorporated herein by reference;

(2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq., is authorized for awarding a contract to a consultant to perform environmental reviews of homes being renovated under the HUD Program.

RR 4-29-16

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]

Corporation Counsel

Certification Required ☐ Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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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.

[Signature]

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

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES NEEDED IN CONNECTION WITH A HOUSING REHABILITATION PROGRAM FUNDED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Initiator

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<th>Department/Division</th>
<th>HEDC</th>
<th>Community Development</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Carmen Gandulla</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>547-5304</td>
<td><a href="mailto:cgandulla@jcnj.org">cgandulla@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 City’s Division of Community Development conducts a Housing Rehabilitation Program (Program) that is funded by the United States Department of Housing and Urban Development (HUD). The Program requires that certain environmental reviews be performed for homes that are being renovated. The City needs to hire an environmental consultant to perform the Program environmental reviews. The law authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq. to award a contract for consulting services. N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City is using the Competitive Contracting Law for the first time to award a contract for the types of goods or services described under the Competitive Contracting Law.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
Resolution of the City of Jersey City, N.J.

Resolution Authorizing the Use of Competitive Contracting to Award a Contract for Consulting Services Needed in Connection with Various Grants that the City of Jersey City Receives from the United States Department of Housing and Urban Development

COUNCIL

MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through its Division of Community Development receives various grants from the United States Department of Housing and Urban Development (HUD) to fund various programs that the City offers to its citizens; and

WHEREAS, the City desires to hire a consultant with HUD grant regulation experience to assist the City in planning, administering and implementing City programs that receive HUD grant funding; and

WHEREAS, N.J.S.A. 40A:11-4.1 authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq. to award a contract for consulting services; and

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

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

(1) the above recitals are incorporated herein by reference;

(2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract to a consultant with HUD grant regulation experience to assist the City in planning, administering and implementing City programs that receive HUD grant funding.

APPROVED: MAY 11 2016

COUNCILPERSON

AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.

GAJewsKI YUN BOGGIANO

RAMCHAL OSBORNE COLEMAN

RIVERA WATTERMAN LAVARRO, PRES

N.V.-Not Voting (Abstain)

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

R. Lavarro, Jr., President of Council
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES NEEDED IN CONNECTION WITH VARIOUS GRANTS THAT THE CITY OF JERSEY CITY RECEIVES FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Initiator

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</table>

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

Resolution Purpose

The City through its Division of Community Development receives various grants from the United States Department of Housing and Urban Development (HUD) to fund various programs that the City offers to its citizens. The City desires to hire a consultant with HUD grant regulation experience to assist the City in planning, administrating and implementing City programs that receive HUD grant funding. The law authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq., to award a contract for consulting services. N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires for the first time to use competitive contracting to award a contract for the types of goods or services described under N.J.S.A. 40A:11-4.1.

I certify that all the facts presented herein are accurate.

Signature of Department Director    Date
Resolution of the City of Jersey City, N.J.

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 14, 2016 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10,000

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Dan Brannen on behalf of the Newport Property Owners Association to close both Town Square Place and Ring Road, beginning 5:00 a.m. and ending 1:00 p.m. Saturday, May 14, 2016 for the purpose of the Newport 10,000; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close both Town Square Place and Ring Road does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and Chapter 122, Section 122-8(A)(C) as the event as the event is sponsored by a non-resident and will start earlier than permitted and more than one block at a time will be closed; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and Chapter 122, Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Town Square Place and Ring Road beginning 5:00 a.m. and ending 1:00 p.m. Saturday, May 14, 2016.

APPROVED: Municipal Engineer

APPROVED: Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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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
A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 14, 2016 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10,000

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Joao D’Souza at the request of Dan Brannen on behalf of Newport Property Owners Association, 4 Strawberry Lane, Morristown, NJ 07960 201.665.4005</td>
<td>Director of Traffic &amp; Transportation <a href="mailto:JOAO@jcnj.org">JOAO@jcnj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4470</td>
<td>201.547.4470</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

AUTHORIZING THE CLOSING OF TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 14, 2016 FOR THE PURPOSE OF THE NEWPORT 10,000

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation Date 4/28/16
Department Director Date
RECREATIONAL EVENT STREET CLOSURE

BLOCKS: TOWN SQ PL & RING RDS

PURPOSE OF EVENT: Newport 10,000

BEGINS: 5AM  ENDS: 1PM
Saturday, May 14, 2016

APPLICANT: Dan Brannen

ORGANIZATION: Newport Property Owners Association

ADDRESS: 4 Strawberry Ln, Morristown NJ 07960

PHONE #: 201.665.4005

BEING WAIVED: More than one block at a time closed, nonresident, start time
## Event Name: NEWPORT 10K

**Event Date:** SA 5.14

### JERSEY CITY DIVISION OF TRAFFIC & ENGINEERING

**Comment(s):** PENDING COUNCIL APPROVAL

- **Approved:** ✓
- **Denied:** □
- **Modified:** □
- **Not Applicable:** □

**Signature of Traffic Engineer:** [Signature]

**Date:** 3.11.16

### JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER

**Comment(s):** COORDINATE FOR OFF & ON DUTY POLICE DEPARTMENT

**Signature of JCPD District Commander:** [Signature]

**Date:** 2.25.16

### JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF

**Comment(s):**

**Signature of JC Police Chief:** [Signature]

**Date:** 3.11.16

### JERSEY CITY POLICE DEPARTMENT | DIRECTOR'S OFFICE

**Comment(s):**

**Signature of JC Police Director:** [Signature]

**Date:** 03.03.2016

### JERSEY CITY FIRE DEPARTMENT

**Comment(s):** NO OPEN FLAMES

**Signature of JC Fire Official:** [Signature]

**Date:** 3.14.16

### JERSEY CITY HEALTH DEPARTMENT

**Comment(s):** NO FOOD

**Signature of Health Official:** [Signature]

**Date:** 3.19.16

### JERSEY CITY DIVISION OF PARK AND FORESTY

**Comment(s):**

**Signature of Division Director:** [Signature]

**Date:** [Sign on date]

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS | DIRECTOR'S OFFICE

**Reason for Denial | Modification:**

**Signature of Department Director:** [Signature]

**Date:** 4.26.16
Resolution of the City of Jersey City, N.J.

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 2:30 P.M. SATURDAY, MAY 21, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE JC KIDS RUN

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 8:30 a.m. and ending 2:30 p.m. Saturday, May 21, 2016 for the purpose of the JC Kids Run; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:30 a.m. and ending 2:30 p.m. Saturday, May 21, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS.pcl
(4.21.16)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
Gajewski    ✓   YUN ✓   RIVERA ABSENT
Ramchall ABSENT OSBORNE ✓   WATERMAN ✓
Boggiano ✓   COLEMAN ✓   LAVARRO, PRES

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

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

Robert R. 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 ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 2:30 P.M. SATURDAY, MAY 21, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE JC KIDS RUN

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
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<th>Engineering, Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Joao D'Souza at the request of Mamta Singh on behalf of JC Families, 121 Newark Avenue, JCNJ 551.208.7760</td>
<td>Director of Traffic &amp; Transportation</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4470</td>
<td><a href="mailto:JOAO@jcnj.org">JOAO@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

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 2:30 P.M. SATURDAY, MAY 21, 2016 FOR THE PURPOSE OF THE JC KIDS RUN

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

[Signature] 4/22/16

Director of Traffic & Transportation

[Signature] Date

Department Director

[Signature] Date
RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: JC Kids Run

BEGINS: 8:30AM ENDS: 2:30PM
Saturday, May 21, 2016

APPLICANT: Mamta Singh

ORGANIZATION: JCFamilies

ADDRESS: 121 Newark Ave, Jersey City NJ 07302

PHONE #: 551.208.7760

BEING WAIVED: Nonresident, start time
<table>
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<tr>
<th>Department</th>
<th>Action</th>
<th>Date</th>
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<tr>
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<td>4/20/16</td>
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<td>JERSEY CITY POLICE DEPARTMENT</td>
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<td>3/21/16</td>
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<tr>
<td>JERSEY CITY POLICE DEPARTMENT</td>
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<td>3/12/16</td>
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<td>JERSEY CITY FIRE DEPARTMENT</td>
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<td>3/24/16</td>
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<td>JERSEY CITY DIVISION OF PARK AND FORESTY</td>
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<tr>
<td>JERSEY CITY DEPARTMENT OF PUBLIC WORKS</td>
<td>Approved</td>
<td>4/18/16</td>
</tr>
</tbody>
</table>

Event Name: **JCKIDS RUN**
Exchange Pl

Event Date: 5.21 8:30-2:30
Resolution of the City of Jersey City, N.J.

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 2:30 P.M. SATURDAY, AUGUST 13, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE INDIAN INDEPENDENCE DAY CELEBRATION

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 8:30 a.m. and ending 2:30 p.m. Saturday, August 13, 2016 for the purpose of the Indian Independence Day; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:30 a.m. and ending 2:30 p.m. Saturday, August 13, 2016.

APPROVED
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

JDS pcl
(4.21.16)

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>GALEWSKI</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
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<td>RAICHAL</td>
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<td>OSBORNE</td>
<td>✓</td>
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<td>WATTERMAN</td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
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<td></td>
<td>COLEMAN</td>
<td></td>
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<td></td>
<td>LAVARRO, PRES</td>
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</tr>
</tbody>
</table>

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

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

Rodrino R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 2:30 P.M. SATURDAY, AUGUST 13, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE INDIAN INDEPENDENCE DAY CELEBRATION

Initiator

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<tbody>
<tr>
<td>Name/Title</td>
<td>João D’Souza at the request of Mamta Singh on behalf of JC Families, 121 Newark Avenue, JCNJ 551.208.7760</td>
<td>Director of Traffic &amp; Transportation</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4470</td>
<td><a href="mailto:JOAO@jcnj.org">JOAO@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

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 2:30 P.M. SATURDAY, AUGUST 13, 2016 FOR THE PURPOSE OF THE INDIAN INDEPENDENCE DAY CELEBRATION

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation  
Date  

Department Director  
Date
RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Indian Independence Day Celebration

BEGINS: 8:30AM ENDS: 2:30PM
Saturday, August 13, 2016

APPLICANT: Mamta Singh

ORGANIZATION: JCFamilies

ADDRESS: 121 Newark Ave, Jersey City NJ 07302

PHONE #: 551.208.7760

BEING WAIVED: Nonresident, start time
<table>
<thead>
<tr>
<th>Name</th>
<th>Event Name: INDIAN INDEPENDENCE</th>
<th>Event Date: 8/13 8:30-2130</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>EXCHANGE PL</td>
<td></td>
</tr>
</tbody>
</table>

**JERSEY CITY DIVISION OF TRAFFIC & ENGINEERING**

- **Comment(s):** PENDING COUNCIL APPROVAL
- **Signature of Traffic Engineer:** [Signature]
- **Date:** 4/20/16

**JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER**

- **Comment(s):** NO VISIBLE CONSUMPTION OF ALCOHOL
- **Signature of JCPD District Commander:** [Signature]
- **Date:** 3/16/16

**JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF**

- **Comment(s):**
- **Signature of JC Police Chief:** [Signature]
- **Date:** 3/21/16

**JERSEY CITY POLICE DEPARTMENT | DIRECTOR'S OFFICE**

- **Comment(s):**
- **Signature of JC Police Director:** [Signature]
- **Date:** 3/22/16

**JERSEY CITY FIRE DEPARTMENT**

- **Comment(s):** Cooling beam 2-1 INSPECTOR on 5/7
- **Signature of JC Fire Official:** [Signature]
- **Date:** 3/22/16

**JERSEY CITY HEALTH DEPARTMENT**

- **Comment(s):**
- **Signature of Health Officer:** Chief Insp. J. Boon
- **Date:**

**JERSEY CITY DIVISION OF PARK AND FORESTY**

- **Comment(s):**
- **Signature of Division Director:** [Signature]
- **Date:** 4/19/16

**JERSEY CITY DEPARTMENT OF PUBLIC WORKS | DIRECTOR'S OFFICE**

- **Comment(s):**
- **Signature of Department Director:** Mark Reecer
- **Date:** 4/18/16
A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 9:00 P.M. SATURDAY, SEPTEMBER 17, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE SMB OUTDOOR PIER EXPERIENCE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 10:00 a.m. and ending 9:00 p.m. Saturday, September 17, 2016 for the purpose of the SMB Outdoor Pier Experience; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 9:00 p.m. Saturday, September 17, 2016.

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 9:00 P.M. SATURDAY, SEPTEMBER 17, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE SMB OUTDOOR PIER EXPERIENCE

Initiator

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<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jose D'Souza at the request of Mack Burwell on behalf of SMB Music Experience, 314 Stegman Parkway, JCNJ 07305 862.600.5658</td>
<td>Director of Traffic &amp; Transportation</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4470</td>
<td><a href="mailto:JOAO@jcnj.org">JOAO@jcnj.org</a></td>
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</tbody>
</table>

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

Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 9:00 P.M. SATURDAY, SEPTEMBER 17, 2016 FOR THE PURPOSE OF THE SMB OUTDOOR PIER EXPERIENCE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Date 4/22/16

Date 4/22/16
RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: SMB Outdoor Pier Experience

BEGINS: 10AM ENDS: 9PM
Saturday, September 17, 2016

APPLICANT: Mack Burwell

ORGANIZATION: SMB Music Experience

ADDRESS: 314 Stegman Pkwy, Jersey City NJ 07305

PHONE #: 862.600.5858

BEING WAIVED: Nonresident, start time
<table>
<thead>
<tr>
<th>Event Name: SMB Outdoor Pier Xperience</th>
<th>Event Date: 9/17/16</th>
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<tr>
<th><strong>JERSEY CITY DIVISION OF TRAFFIC &amp; ENGINEERING</strong></th>
<th>Approved [ ]</th>
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<tbody>
<tr>
<td>Comment(s): PENDING COUNCIL APPROVE</td>
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<tr>
<td>Signature of Traffic Engineer:</td>
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<tr>
<td>Date: 4/8/16</td>
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<tr>
<th>**JERSEY CITY POLICE DEPARTMENT</th>
<th>DISTRICT COMMANDER**</th>
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<tbody>
<tr>
<td>Comment(s): Coordinate for duty police for street closure</td>
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<tr>
<td>Signature of JCPD District Commander:</td>
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<tr>
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<th>POLICE CHIEF**</th>
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<tr>
<td>Signature of JC Police Chief:</td>
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<tr>
<th>**JERSEY CITY POLICE DEPARTMENT</th>
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<tr>
<td>Signature of JC Police Director:</td>
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<tr>
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<tr>
<td>Signature of JC Fire Official:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Date: 2/26/16</td>
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<table>
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<tr>
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<th>Denied [ ]</th>
<th>Modified [ ]</th>
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<tr>
<td>Signature of Health Officer:</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Date: 3/1/16</td>
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Resolution of the City of Jersey City, N.J.

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 7:30 P.M. SATURDAY, OCTOBER 1, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE DIWALI MELA

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JC Families to close Exchange Place beginning 8:30 a.m. and ending 7:30 p.m. Saturday, October 1, 2016 for the purpose of the Diwali Mela; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:30 a.m. and ending 7:30 p.m. Saturday, October 1, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 7:30 P.M. SATURDAY, OCTOBER 1, 2016 AT THE REQUEST OF JC FAMILIES FOR THE PURPOSE OF THE DIWALI MELA

Initiator

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<th>Administration</th>
<th>Engineering, Traffic and Transportation</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>João D’Souza at the request of Mantta Singh on behalf of JC Families, 121 Newark Avenue, JCNJ 551.208.7760</td>
<td>Director of Traffic &amp; Transportation</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.347.4470</td>
<td><a href="mailto:JOAO@jcnj.org">JOAO@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

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 7:30 P.M. SATURDAY, OCTOBER 1, 2016 FOR THE PURPOSE OF THE DIWALI MELA

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation  

Department Director

Date  

4/09/16
RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Diwali Mela

BEGINS: 8:30AM ENDS: 7:30PM
Saturday, October 1, 2016

APPLICANT: Mamta Singh

ORGANIZATION: JCFamilies

ADDRESS: 121 Newark Ave, Jersey City NJ 07302

PHONE #: 551.208.7760

BEING WAIVED: Nonresident, start time
Event Name: DIWALI MELA
EXCHANGE PL

Event Date: 10.1 8:30-10:30

JERSEY CITY DIVISION OF TRAFFIC & ENGINEERING

Comment(s): PENDING COUNCIL APPROVAL

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Signature of Traffic Engineer: [Signature]
Date: 4/20/16

JERSEY CITY POLICE DEPARTMENT | DISTRICT COMMANDER

Comment(s): [Comment]

Approved [ ] Denied [X] Modified [ ] Not Applicable [ ]

Signature of JCPD District Commander: [Signature]
Date: 3/16/16

JERSEY CITY POLICE DEPARTMENT | POLICE CHIEF

Comment(s): [Comment]

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Signature of JC Police Chief: [Signature]
Date: 3/21/16

JERSEY CITY POLICE DEPARTMENT | DIRECTOR'S OFFICE

Comment(s): [Comment]

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Signature of JC Police Director: [Signature]
Date: 3/23/16

JERSEY CITY FIRE DEPARTMENT

Comment(s): [Comment]

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Signature of JC Fire Official: [Signature]
Date: 3/22/16

JERSEY CITY HEALTH DEPARTMENT

Comment(s): [Comment]

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Signature of Health Officer: [Signature]
Date: [Signature Date]

JERSEY CITY DIVISION OF PARK AND FORESTRY

Comment(s): [Comment]

Approved [X] Denied [ ] Modified [ ] Not Applicable [ ]

Signature of Division Director: [Signature]
Date: [Signature Date]

JERSEY CITY DEPARTMENT OF PUBLIC WORKS | DIRECTOR'S OFFICE

Comment(s): [Comment]

Approved [ ] Denied [ ] Modified [ ] Not Applicable [ ]

Reason for Denial | Modification: [Signature]
Date: 3/8/16

Signature of Department Director: [Signature]
Resolution of the City of Jersey City, N.J.

CITY OF JERSEY CITY

Res. 16.307

10.7.2

MAY 11, 2016

Title:

RESOLUTION AUTHORIZING THE RENEWAL OF AN
CONTRACT WITH KLINGER TIRE AND AUTO SERVICE TO SUPPLY AND
DELIVER VARIOUS AUTOMOTIVE TIRES FOR THE DEPARTMENT OF
PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OF JERSEY CITY OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.341 approved on May 13, 2015, awarded a one-year contract in
the amount of $421,800.00 to Klinger Tire and Auto Service to supply and deliver various
automotive tires for the City of Jersey City (City), Department of Public Works / Division of
Automotive Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for an
additional one-year period with the renewal contract price being the preceding year’s contract
price as adjusted according to the Federal Consumer Price Index published by the Bureau of
Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient
manner; and

WHEREAS, pursuant to N.J.S.A., 40A:11-15, the City desires to exercise the final option and
renew the contract for an additional one-year period effective as of May 14, 2016 and ending on
May 13, 2017; and

WHEREAS, the total cost of the contract renewal is $421,800.00; and

WHEREAS, funds in the amount of $10,000.00 are available in the Division of Automotive
Maintenance Operating Account No. 16-01-201-26-315-216.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with
Klinger Tire and Auto Service to supply and deliver various automotive tires for the
City of Jersey City (City), Department of Public Works / Division of Automotive
Maintenance;

2) The renewal contract is an open-end contract and is for a one-year period effective as of
May 14, 2016, and the total cost of the contract shall not exceed $421,800.00;

3) The Chief Financial Officer shall prepare and execute certificates of available funds
as orders are made during the term of the contract;

4) 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.

5) Upon certification by an official or employee of the City authorized to attest that the
contractor has complied with the specifications in all respects, and the requirements
of the contract met, then payment to the contractor shall be made in accordance with
the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH KLINGER TIRE AND AUTO SERVICE TO SUPPLY AND DELIVER VARIOUS AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Automotive Maintenance Operating Account No. 16-01-201-26-315-216 for payment of the above resolution.

Requisition # 0144465

Purchase Order # 120883

Temp. Encumbrancy $ 10,000.00

April 27, 2016

[Signatures]

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

APPROVED:  [Signature]

APPROVED:  [Signature]

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<table>
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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.
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH KLINGER TIRE AND AUTO SERVICE TO SUPPLY AND DELIVER VARIOUS AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.

Project Manager

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<th>DPW</th>
<th>Automotive Maintenance</th>
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<tr>
<td>Name/Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4423</td>
<td><a href="mailto:ortizh@icnj.org">ortizh@icnj.org</a></td>
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</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:

- Renew an open end contract for automotive tires.
- For forty three (43) various tire sizes.
- To service the City’s fleet of 1,320 this includes JCPA and JCIA fleet.
- Some of the tires are passenger tire, police pursuit, truck, SUV’s, dump trucks, etc.
- Klinger Tire is a local vendor.

Cost (Identify all sources and amounts)

01-201-26-315-216 (Automotive operating)
Contract Amount =$421,800.00
Temp. Encumbrancy =$10,000.00

Contract term (include all proposed renewals)

Exercising final option to renew for one year
05/14/16 to 05/13/17

Type of award
Contract renewal – Public Bid

If “Other Exception”, enter type

Additional Information

Two Bids originally received:
- Klinger Tire for $421,800.00
- F&S Tire for $451,677.50

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
MEMORANDUM

Date: May 2, 2016

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Silendra Baijnauth, Fiscal Officer

Subject: 2016 Budget Memo (Contract renewal – Tires)

There exists a need for various automotive tires to maintain the City’s fleet of about 1,320. This number includes the JCIA and JCPA vehicles. The bid specifications provided the City with the option to renew the contract for one additional one-year periods with the renewal contract price being the preceding year’s contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics. The contractor has been performing the services in an effective and efficient manner.

The City desires to exercise the final option and renew the contract for an additional one-year period effective as of May 14, 2016 and ending on May 13, 2017. The total cost of the contract renewal is $421,800.00. Funds in the amount of $10,000.00 are available in the Division of Automotive Maintenance Operating Account No. 16-01-201-26-313-216.

The key point is that the City is making a contract based on the lowest unit cost for an item. The bid specification is an open end-end contract. It indicated a minimum and maximum number of items. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be $421,800.00. The resolution is encumbering $10,000.00 for now. As the year progresses, and if the City needs more than $10,000.00 worth of tires, additional funds are then encumbered through a change order under the authority of the contract award resolution. There are 43 various tire sizes within this contract (see attached list).

CONTRACT FUNDING (2016)

- Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-216.
- Contract is utilizing object # 216.
- Line object 216 is budgeted for $350,000.00 in CY 2016.
- As of today (05/02/16), $94,000.00 is expended in object 216.
- Temporary budget amount for 216 is $142,000.00, ending balance is $48,000.00.
- DPW spent about $230,000.00 in 2015 for tires.
Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.
### SCHEDULE OF PRICES

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: Automotive Tires or Approved equal from **June 2015 through June 2016**.

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RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO KLINER TIRE & AUTO SERVICE FOR AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF AUTOMOTIVE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on April 14, 2015 for Automotive Tires for the Department of Public Works/Division of Automotive; and

WHEREAS, the contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the Forty Three Items (43) as contained in the Bid Specifications and the unit cost prices are set forth in the bidder’s proposal; and

WHEREAS, the sum of Four Hundred Twenty One Thousand, Eight Hundred ($421,890.00) Dollars, will be budgeted for the 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Klinger Tire & Auto Service to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand $10,000.00 is available in Operating Account No. 01-201-26-315-216; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Klinger Tire & Auto Service for Automotive Tires for the Department of Public Works/Division of Automotive;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to (1) one additional one year term pursuant to specifications and bids thereon;

3. The minimum and maximum quantities for Forty Three (43) Items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder’s proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)
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


KLINGER, TIRE & AUTO SERVICE CO., INC.
47-49 LEONARD STREET
JERSEY CITY, NJ 07307

Andrew P. Sidamon-Eristoff
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KLINGER TIRE & AUTO SERVICE CO., INC.
Trade Name:
Address: 47-49 LEONARD ST
          JERSEY CITY, NJ 07307-2525
Certificate Number: 0697597
Effective Date: October 17, 1997
Date of Issuance: October 04, 2012

For Office Use Only:
20121004142364997

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

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

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

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

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

Representative's Name/Title (Print): MARIO A. PENA
Representative's Signature: ____________________________
Name of Company: KLEINGER OIL AUTO SERVICE
Tel. No.: 732-659-4800 Date: 02/23/2016
Sample Employee Information Report Form AA302

STATE OF NEW JERSEY
Division of Purchases & Property
Contract Compliance Audit Unit
SEO Monitoring Program

EMPLOYEE INFORMATION REPORT

1. FID. NO. OR SOCIAL SECURITY NUMBER

2. TYPE OF BUSINESS
   □ NEW □ SERVICE □ R. WHOLESALE □ OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME
   [Company Name]

5. FIRM
   47-49 Leonard Street
   JERSEY CITY, NJ 07307

6. NAME OF PAYING OR APPOINTED COMPANY AS INDICATED
   CITY, STATE, ZIP CODE

7. OTHER NAME OF THE COMPANY
   □ SINGLE-STANDARD-EMPLOYER
   □ MULTIPLE-STANDARD-EMPLOYER

8. TOTAL NUMBER OF EMPLOYEES AT THIS ESTABLISHMENT WHICH HAS BEEN INCLUDED THIS CONTRACT

9. TOTAL NUMBER OF EMPLOYEES AT ALL ESTABLISHMENTS WHICH HAS BEEN INCLUDED THE CONTRACT

10. OFFICIAL USE ONLY
    DATE RECEIVED
    REVIEWED
    APPROVED CERTIFICATION MUNICIPAL

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary, and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figure on the line and in all columns. Where there are no employees in a particular category, enter zero. Include ALL employees, not just those in minority or minority category, in estimates 1, 2, & 3. DO NOT INCLUDE CONSTRUCTION WORKER.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>STATEMENT OF DISCRIMINATION/INQUALITY EMPLOYEE EMPLOYMENT</th>
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12. How was information as to race or ethnic group in Section B obtained?
   □ 1. Wood Survey □ 2. Employment Record □ 3. Other (Specify)

13. Dates of Payroll Period Covered
   From: ___________________________ To: ___________________________

14. If no, date last report submitted
   Month/Day/Year: ___________________________

15. If no, date last report submitted
   Month/Day/Year: ___________________________

16. Name of Person Completing Form (type or print)
   MR. MARCO HAGET
   TITLE: President

17. Address No. & Street
   47-49 Leonard Street
   CITY: Jersey City
   STATE: NJ
   ZIP CODE: 07307

18.バレットについてのコメント
   対応者の名前: MARCO HAGET
   お名前: President
   住所: 47-49 Leonard Street
   市: Jersey City
   県: NJ
   郵便番号: 07307

Sample Information Report Form AA302

Form AA302
Rev. 11/11
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
Division of Contract Compliance & Equal Employment Opportunity  
VENDOR ACTIVITY SUMMARY REPORT  

- NEW Hires  - PROMOTIONS  - TRANSFERS  - TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)  

CERTIFICATE NO. 0697597  
DAYS OF PAYROLL PERIOD USED: FROM 4/18/16 TO 4/22/16  

NAME OF FACILITY:  
Klinger Tire and Auto Service  

Street  
City  
County  
State  
ZIP Code  
47-49 Leonard St, Jersey City  
Hudson  
NJ  
07304  

JOB CATEGORIES  
Males  
Females  

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

NAME OF PERSON COMPLETING FORM (PRINT OR TYPE):  
Hernandez Marion  
LAST NAME  
First NAME  
SIGNATURE  
DATE SUBMITTING: 4/23/16  

ADDRESS (NO. & STREET)  
47 Leonard St  
CITY Jersey City  
STATE NJ  
ZIP 07304  
PHONE (AREA CODE, NO., EXTENSION)  
201-659-4800  

-------------------------------------------------------------------------------------  

-------------------------------------------------------------------------------------
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 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 Print): MARCINO HENRIQUEZ  President
Representative's Signature: _________________________________
Name of Company: KLINNIN TIRE & AUTO SERVICE
Tel. No.: 313-897-4700  Date: 4/23/2016
Minority/Woman Business Enterprise (MWBE) 
Questionnaire for Bidders

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

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

Business Name:  
Address:  
Telephone No.:  
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.

DIVISION OF PURCHASING COPY
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-MAY-2013 TO 15-MAY-2020

KLINGER, TIRE & AUTO SERVICE CO., INC.
47-49 LEONARD STREET
JERSEY CITY, NJ 07307

Andrew P. Sidamon-Eristoff
State Treasurer
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>KLINGER TIRE &amp; AUTO SERVICE CO., INC.</th>
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</thead>
<tbody>
<tr>
<td>Trade Name:</td>
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<tr>
<td>Address:</td>
<td>47-49 LEONARD ST</td>
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<td>JERSEY CITY, NJ 07307-2525</td>
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<tr>
<td>Certificate Number:</td>
<td>0697597</td>
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<tr>
<td>Effective Date:</td>
<td>October 17, 1997</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>October 04, 2012</td>
</tr>
</tbody>
</table>

For Office Use Only:
201210041428289997
STATE OF NEW JERSEY
CERTIFICATE OF AUTHORITY

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX
pursuant N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

KLINGER TIRE & AUTO SERVICE
47-49 LEONARD ST
JERSEY CITY, NJ 07307

Tax Registration No. 80000769752
Tax Effective Date 09-08-97
Document Locator No. 80000769752
Date issued 10-18-97

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

Richard D. Hardin
Director, Division of Taxation

CA-1 01/10/94
To: City of Jersey City
    Purchasing Department

I, Mariano Henriquez accept the renewal of the Tire contract with the City of Jersey City. No changes are needed at the present moment. Should you need additional information please contact me at the above contact information.

Thank you for doing business with us.

Mariano Henriquez
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).

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<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
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<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ramchal</td>
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<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggiano</td>
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<tr>
<td>Lavarro for Council</td>
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<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</td>
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</tbody>
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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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
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<tbody>
<tr>
<td>Mariano Henriques</td>
<td>21 Logan Ave</td>
</tr>
<tr>
<td></td>
<td>Jersey City NJ 07306</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: Klinge Tire and Auto Service
Signed: [Signature]
Print Name: Mariano Henriques
Date: 4/23/2016

Scribed and sworn before me this 29th day of April, 2016

My Commission expired: 9/2/2019

(Corporate Seal)

CARMEN DUARTE
NOTARY PUBLIC OF NEW JERSEY
ID # 2169135
My Commission Expires Sept. 2, 2019
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that [Name of Business Entity] has not made any reportable contributions in the one-year period preceding [April 23, 2016] (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 (attached 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: [Name of Business Entity]

Signed [Signature] Title: [Title]

Print Name: [Print Name] Date: [April 23, 2016]

Subscribed and sworn before me this 23rd day of April, 2016.

My Commission expires: [9/2/2019]

[Signature]

CARMIN DUARTE
NOTARY PUBLIC OF NEW JERSEY
ID # 2189135
My Commission Expires Sept. 2, 2019

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

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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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO DAVID WEBER OIL FOR THE PURCHASE AND DELIVERY OF AUTO LUBRICANTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, auto lubricants are used to reduce wear on moving parts; they also clean, inhibit corrosion, improve sealing, and cool the engine by carrying heat away from moving parts; 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, David Weber Oil Company, 601 Industrial Road, Carlstadt, New Jersey 07072 is in possession of State Contract A81519, and will provide auto lubricants; 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>Temp Enc</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-208</td>
<td>120812</td>
<td>A81519</td>
<td>$60,000.00</td>
<td>$15,000.00</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 is awarded to David Weber Oil Company for the purchase and delivery of auto lubricants.

2. The total contract amount is $60,000.00.

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

4. The term of the contract shall be effective on May 1, 2016 through December 31, 2016.

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.;

6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO DAVID WEBER OIL FOR THE PURCHASE AND DELIVERY OF AUTO LUBRICANTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

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

WHEREAS, funds are available for this contract in the Operating Account.

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Temp Enc</th>
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</thead>
<tbody>
<tr>
<td>01-201-26-315-208</td>
<td>120812</td>
<td>A81519</td>
<td>$60,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Approved by Peter Polgodo, Director of Purchasing

April 29, 2016

APPROVED: John J. Hallam, III

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>GAJEWSKI</td>
<td>1</td>
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<td>RAMCHAL</td>
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<td>BOGGIANO</td>
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</tbody>
</table>

APPROVED 7-0

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

Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO DAVID WEBER OIL FOR THE PURCHASE AND DELIVERY OF AUTO LUBRICANTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

Project Manager:

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Héctor Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4423</td>
<td><a href="mailto:ortiz@cinj.org">ortiz@cinj.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 various automotive lubricants.
- Such as engine gear oils, greases, etc.
- To service the City's fleet of 1,320, which includes JCPA and JClA fleet.
- State contract vendor.

Cost (Identify all sources and amounts):

| 01-201-20-315-208 (Automotive operating) | Contract Amount: $60,000.00 |
| Temp. Expenditure: $15,000.00 |

Contract term (include all proposed renewals):

- Contract is valid until 12/31/16.

Type of award:

- State Contract

If "Other Exception", enter type:

Additional Information:

- State Contract Vendor 81519

I certify that all the facts presented herein are accurate.

Mark Rodgers
Signature of Department Director

Date: 11/27/16

Signature of Purchasing Director

Date: 11/27/16
MEMORANDUM

Date: April 27, 2016
To: Rolando R. Lavalle, Jr; Council President and Members of the Municipal Council
From: Sileendra Baijnauth, Fiscal Officer
Subject: 2016 Budget Memo (State Contract for Automotive Lubricants)

There exists a need for various automotive lubricants such as engine, gear oils and greases to service the City's fleet of about 1,320. David Weber Oil Company possesses state contract (AS1519). The total of this contract will not exceed $60,000.00. The Department of Public Works used this vendor in previous years and would like to continue because the vendor has been providing and supplying these parts in a timely fashion.

As the year progresses, and if the City needs more than $15,000.00 worth of automotive lubricants, additional funds are then encumbered through a change order under the authority of the contract award resolution.

**CONTRACT FUNDING (2016)**
- Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-208.
- Contract is utilizing object #208.
- Line object 208 is budgeted for $175,000.00 in CY 2016.
- As of today (04/27/16), $57,000.00 is encumbered in object 208.
- Temporary budget amount for 208 is $62,000.00, ending balance is $5,000.00.
- DPW spent about $25,000.00 in 2015 for automotive lubricants.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.
# T-0097: AUTO LUBRICANTS: ENGINE/GEAR OILS, GREASES

## CONTRACT LINE AWARD COMPARISON

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Oils, ISO VG32 $273.90</th>
<th>CRAFT OIL $421.75 - $647.25</th>
<th>CONSOLIDATED MOTOR OILS $411.35 - $460.27</th>
<th>PPC LUBRICANTS $354.75 - $965.80</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAVID WEBER OIL</td>
<td>CARLSTADT, NJ</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRAFT OIL</td>
<td>AVOCA, PA</td>
<td>$421.75 - $647.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSOLIDATED MOTOR OILS</td>
<td>VINELAND, NJ</td>
<td>$411.35 - $460.27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PPC LUBRICANTS</td>
<td>JONES TOWN, PA</td>
<td>$354.75 - $965.80</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DAVID WEBER, VENDOR OF CHOICE:**

1. **PROXIMITY**
2. **LOWER QUOTE**
3. **VIRGIN STOCK OILS NOT RE-REFINED**
Notice of Award
Term Contract(s)

T-0097
AUTOMOTIVE LUBRICANTS: ENGINE/GEAR OILS, GREASES, ATF, TRACTOR FLUID & HYD. OILS

Instructions/Specifications
Vendor Information
by Vendor
by State
RTF Demand only
See State VANCE Require

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

Download All Documents
- State Contract Manager Adobe PDF (31 kb)
- Amendment #1 - Contract Extension #1 to 5/29/2015 Adobe PI (255 kb)
- Amendment #2 - Contract Extension #2 to 5/29/2016 Adobe PI (253 kb)
- Amendment #3 - Contract Extension #3 to 5/29/2017 Adobe PI (213 kb)

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

From a PC, this section is stored in an Adobe Acrobat PDF format. Adobe Acrobat PDF files are available online on our web site. To view and print these files, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe web site.

NOAs By Number NoAs By Title Search NOAs

<table>
<thead>
<tr>
<th>Index #</th>
<th>T-0097</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #</td>
<td>VARIOUS</td>
</tr>
<tr>
<td>Contract Period:</td>
<td>FROM: 05/31/12 TO: 05/31/17</td>
</tr>
<tr>
<td>Applicable To:</td>
<td>ALL STATE AGENCIES</td>
</tr>
<tr>
<td>Cooperative Purchasing:</td>
<td>POLITICAL SUBSIDIES</td>
</tr>
<tr>
<td>Vendor Name &amp; Address:</td>
<td>SEE VENDOR INFORMATION SECTION</td>
</tr>
<tr>
<td>For Procurement Bureau Use:</td>
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<tr>
<td>Solicitation #:</td>
<td>21974</td>
</tr>
<tr>
<td>Bid Open Date:</td>
<td>10/03/11</td>
</tr>
</tbody>
</table>

CID #: 1039240
Commodity Code: 405.29
Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

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

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

*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40:64-11 (5), N.J.S.A. 52:25-3.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the purchase order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only those items/services specified in the applicable State contracts may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including purchase orders, delivery compliance, and payment.

Questions, problems or complaints related to Cooperative Purchasing contact:

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

In the event of an emergency, contact the following in the order listed:

VANCE BEQUER  PROCUREMENT SPECIALIST  (609) 943-4816
KIRSTEN THOMAS PROCUREMENT SPECIALIST SUPERVISOR  (609) 984-4327
ROBERT SHERBROOKE ASSISTANT DIRECTOR  (609) 777-0266

PUB DATE: 03/04/16

INSTRUCTIONS/SPECIFICATIONS

VENDOR INFORMATION

Vendor Name & Address: CONSOLIDATED MOTOR OILS INC
PO BOX 427
1773 PINE AVENUE
VINELAND, NJ 08362

Contact Person: PAUL C SHARFERO
Contact Phone: 856-591-1066
Order Fax: 856-691-1104
Contract #: 81617
Expiration Date: 05/25/17
Terms: NONE
Delivery: 3 DAYS ARO
Small Business Enterprise: YES
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: CRAFT OIL CORPORATION
D/B/A PETROCHOICE

337 CHERRY ST
AVON, PA 18611-1101

Contact Person: FRANCIS O'ROBONI
Contact Phone: 860-451-5823
Order Fax: 570-451-8700
Contract #: 81514
Expiration Date: 05/29/17
Terms: NONE
Delivery: 2 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: YES
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: DAVIN WEBER OIL CO
901 INDUSTRIAL RD
CARLSTADT, NJ 07072
Contact Person: DAVIWE WEBER
Contact Phone: 201-451-3533
Order Fax: 201-451-3778
Contract #: 81519
Expiration Date: 05/29/17
Terms: NONE
Delivery: 5 DAYS ARO
Small Business Enterprise: YES
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: PPC LUBRICANTS INC
65 N. HENRY DRIVE
QUEENS TOWN, PA 17073
Contact Person: DAVID KLEINER
Contact Phone: 866-772-0233
Order Fax: 866-772-5623
Contract #: 81515
Expiration Date: 05/29/17
Terms: 1% 10 NET 30
Delivery: 3 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

CONTRACT ITEMS/SERVICES BY VENDOR

<table>
<thead>
<tr>
<th>Vendor</th>
<th>CONSOLIDATED MOTOR OILS INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>81517</td>
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</table>

<table>
<thead>
<tr>
<th>LINE</th>
<th>DESCRIPTION/MFGR/BRAND</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00022</td>
<td>COMM CODE: 405-39-055166 [FUEL, OIL, GASES AND LUBRICANTS] ITEM DESCRIPTION: DIESEL OIL, DIESEL/UNIVERSAL, Mapult - Grade, SAE 15W-40, API CF-4/GF-5, VIRGIN STOCK, 55-GAL. DRUM BRAND: WOLF'S HEAD MODEL: EXTREME DUTY</td>
<td>1,000</td>
<td>DRUM</td>
<td>N/A</td>
<td>$469.27/1000</td>
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http://www.state.nj.us/treasury/purchase/noa/contracts/t0097_12-x-21974.shtml
4/25/2016
<table>
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<tr>
<th>PRODUCT #: 15W40</th>
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<tbody>
<tr>
<td><strong>LINE#</strong></td>
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<th>EST QUANTITY</th>
<th>UNIT</th>
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<tr>
<td>00001</td>
<td>COMM CODE: 405-39-055149 (FUEL, OIL, GREASE AND LUBRICANTS)</td>
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<td>DRUM</td>
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<td>00002</td>
<td>COMM CODE: 405-39-055150 (FUEL, OIL, GREASE AND LUBRICANTS)</td>
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<td>CASE</td>
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<td>CASE</td>
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<td>00004</td>
<td>COMM CODE: 405-39-081702 (FUEL, OIL, GREASE AND LUBRICANTS)</td>
<td>1.000</td>
<td>CASE</td>
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http://www.state.nj.us/treasury/purchase/noa/contracts/t0097_12-x-21974.shtml

4/25/2016
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION: ENGINE OIL, MULTIGRADE, SAE 10W - 30, API SN, VIRGIN STOCK.</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>55-GAL. DRUM</td>
<td>1.000</td>
<td>DRUM</td>
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<td>$421.75000</td>
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<tr>
<td>BRAND: MOBIL</td>
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<tr>
<td>MODEL: SPECIAL 10W 30</td>
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<td>PRODUCT #: M034KVG5</td>
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<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>12-QUART (PAINT) IN A CASE TOTAL 3 GALLONS IN A CASE</td>
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<td>CASE</td>
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<tr>
<td>BRAND: MOBIL</td>
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<tr>
<td>MODEL: SPECIAL 10W 30</td>
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http://www.state.nj.us/treasury/purchase/noa/contracts/t0097_12-x-21974.shtml
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http://www.state.nj.us/treasury/purchase/noa/contracts/t0097_12-x-21974.shtml
4/25/2016
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http://www.state.nj.us/treasury/purchase/ons/contracts/t0097_12-x-21974.shtml
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COMM CODE: 405-39-055154
(FUEL, OIL, GREASE AND LUBRICANTS)

COMM CODE: 405-39-055165
(FUEL, OIL, GREASE AND LUBRICANTS)

COMM CODE: 405-39-055169
(FUEL, OIL, GREASE AND LUBRICANTS)

COMM CODE: 405-39-055154
(FUEL, OIL, GREASE AND LUBRICANTS)

**ITEM DESCRIPTION:**
- High Speed, Universal, Multi-Grade, SAE 5W-30, API SN, Re-Refined Stock.
- 55-Gal Drum

**BRAND:** America's Choice
**MODEL:** SW 30
**PRODUCT #:** 21AD330831-55

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 10W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- Bulk Delivery, 250-Gal Minimum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** America's Choice
**MODEL:** 15W 40
**PRODUCT #:** 21801540212-SS

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 10W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- Bulk Delivery, 250-Gal Minimum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 10W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 10W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 10W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 15W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 10W 40

**DESCRIPTION/ MFGR/ BRAND:**
- 55-Gal Drum

**BRAND:** MAG 1
**MODEL:** 15W 40
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VENDOR: CRAPTE CORPORATION D/B/A STROCHEN  
BRAND: Mobil  
MODEL: DENVAC 1240  
PRODUCT: F058934D

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<td>COMM CODE: 405-39-055167 [FUEL, OIL, GRASS AND INSECTICIDES]</td>
<td>1.000</td>
<td>CASE</td>
<td>N/A</td>
<td>$33.8200</td>
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</table>

VENDOR: CRAPTE CORPORATION D/B/A STROCHEN  
BRAND: Mobil  
MODEL: DENVAC 1240  
PRODUCT: F058934D

State of NJ - Department of the Treasury - Division of Purchase & Property

http://www.state.nj.us/treasury/purchase/noa/contracts/t0097_12-x-21974.shtml

4/25/2016
<table>
<thead>
<tr>
<th>LINE#/ CONTRACT#</th>
<th>DESCRIPTION/MFGR/ BRAND/VNDR</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00024 81515</td>
<td>COMM CODE: 405-39-055166 [FUEL, OIL, GREASE AND LUBRICANTS]</td>
<td>250.000 GAL</td>
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<td>00025 81515</td>
<td>COMM CODE: 405-35-055169 [FUEL, OIL, GREASE AND LUBRICANTS]</td>
<td>1.000 DRUM</td>
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<tr>
<td>00026 81515</td>
<td>COMM CODE: 405-39-055170 [FUEL, OIL, GREASE AND LUBRICANTS]</td>
<td>1.000 QUART</td>
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<td>00027 81514</td>
<td>COMM CODE: 405-39-055171 [FUEL, OIL, GREASE AND LUBRICANTS]</td>
<td>1.000 GALLON</td>
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<td>00028</td>
<td>COMM CODE: 405-39-055172 [MULT. OIL, GREASE AND LUBRICANTS]</td>
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<td>CASE</td>
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<tr>
<td></td>
<td>CLEAR OIL, MULTIGRADE, SAE 80W - 90, API GL-5 AND API MT-1, VIRGIN STOCK, MULTIPURPOSE. Ssuitable for heavy duty manual transmissions, axle, and final drive.</td>
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<tr>
<td></td>
<td>VENDOR: CRAFT OIL CORPORATION</td>
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<tr>
<td></td>
<td>BRAND: MOBIL</td>
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<tr>
<td></td>
<td>MODEL: LNSR HD PLUS 80W 90</td>
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<td>PRODUCT #: MS988PV12</td>
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<td>00019</td>
<td>COMM CODE: 405-39-055173 [MULT. OIL, GREASE AND LUBRICANTS]</td>
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<td>CASE</td>
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<td>ITEM DESCRIPTION:</td>
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<tr>
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<td>CLEAR OIL, MULTIGRADE, SAE 35W - 140, API GL-5 AND MT-1, VIRGIN STOCK, MULTIPURPOSE. Suitable for heavy duty manual transmissions, axle, and final drive.</td>
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<td>VENDOR: CRAFT OIL CORPORATION</td>
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<tr>
<td></td>
<td>BRAND: MOBIL</td>
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<tr>
<td></td>
<td>MODEL: LNSR HD PLUS 80W 140</td>
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<td>CLEAR OIL, MULTIGRADE, SAE 35W - 140, API GL-5 AND MT-1, VIRGIN STOCK, MULTIPURPOSE. Suitable for heavy duty manual transmissions, axle, and final drive.</td>
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<td>VENDOR: CRAFT OIL CORPORATION</td>
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<td>BRAND: MOBIL</td>
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<td>MODEL: LNSR HD PLUS 80W 140</td>
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<td>PRODUCT #: MS986PV19</td>
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<td>LINE#/CONTRACT#</td>
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<td>00034</td>
<td>CONX CODE: 405-24-056433 GUM, OIL, GREASE AND LUBRICANTS</td>
<td>1,000</td>
<td>DRUM</td>
<td>N/A</td>
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<td>00035</td>
<td>CONX CODE: 405-25-056433 GUM, OIL, GREASE AND LUBRICANTS</td>
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<td>DRUM</td>
<td>N/A</td>
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<td>00036</td>
<td>CONX CODE: 405-26-056433 [FUEL, OIL, GREASE AND LUBRICANTS]</td>
<td>1,000</td>
<td>DRUM</td>
<td>N/A</td>
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<td>00037</td>
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<td>1,000</td>
<td>CASE</td>
<td>N/A</td>
<td>$33.35000</td>
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00034 DESCRIPTION/MFR/BRAND/VNRD:
- LINE#: 00034
- CONTRACT: 00034
- DESCRIPTION: CLOX CODE: 405-24-056433 GUM, OIL, GREASE AND LUBRICANTS
- UNIT: 1,000 DRUM
- % DISCOUNT: N/A
- UNIT PRICE: $260.30000

00035 DESCRIPTION/MFR/BRAND/VNRD:
- LINE#: 00035
- CONTRACT: 00035
- DESCRIPTION: CONX CODE: 405-25-056433 GUM, OIL, GREASE AND LUBRICANTS
- UNIT: 1,000 DRUM
- % DISCOUNT: N/A
- UNIT PRICE: $448.00000

00036 DESCRIPTION/MFR/BRAND/VNRD:
- LINE#: 00036
- CONTRACT: 00036
- DESCRIPTION: CONX CODE: 405-26-056433 [FUEL, OIL, GREASE AND LUBRICANTS]
- UNIT: 1,000 DRUM
- % DISCOUNT: N/A
- UNIT PRICE: $31.35000

00037 DESCRIPTION/MFR/BRAND/VNRD:
- LINE#: 00037
- CONTRACT: 00037
- DESCRIPTION: CONX CODE: 405-36-056433 [FUEL, OIL, GREASE AND LUBRICANTS]
- UNIT: 1,000 CASE
- % DISCOUNT: N/A
- UNIT PRICE: $33.35000

<table>
<thead>
<tr>
<th>LINE#/CONTRACT#</th>
<th>DESCRIPTION/MFGR/BRAND/VNDR</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00039 81514</td>
<td>AUTOMATIC TRANSMISSION FLUID, MERCON V, VIRGIN STOCK. (2-QUARTS (PLASTIC) IN A CASE (TOTAL 3 GALLONS IN A CASE))</td>
<td>250.000</td>
<td>GAL</td>
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<td>$7.99000</td>
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<tr>
<td></td>
<td>VENDOR: CONSOLIDATED MOTOR OIL INC.</td>
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<tr>
<td></td>
<td>BRAND: WOLF'S HEAD</td>
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<td></td>
<td>MODEL: DXIII - HM ATF</td>
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<tr>
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<td>PRODUCT #: 836-92936-56</td>
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<table>
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<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00039 81514</td>
<td>AUTOMATIC TRANSMISSION FLUID, MERCON V, VIRGIN STOCK. (2-QUARTS (PLASTIC) IN A CASE (TOTAL 3 GALLONS IN A CASE))</td>
<td>1.000</td>
<td>DRUM</td>
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<td></td>
<td>BRAND: SERVICE PRO</td>
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<tr>
<td></td>
<td>MODEL: PREMIUM MULTIVEHICLE SYNTHEIC BRAND AT</td>
<td></td>
<td></td>
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</tr>
<tr>
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<td>PRODUCT #: SEI17073</td>
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<table>
<thead>
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<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00040 81514</td>
<td>AUTOMATIC TRANSMISSION FLUID, MERCON V, VIRGIN STOCK. (2-QUARTS (PLASTIC) IN A CASE (TOTAL 3 GALLONS IN A CASE))</td>
<td>250.000</td>
<td>GAL</td>
<td>N/A</td>
<td>$10.39000</td>
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<td></td>
<td>VENDOR: CRATEOIL CORPORATION D/B/A PETROCHOICE</td>
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<td>BRAND: SERVICE PRO</td>
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### LINE# / CONTRACT# | DESCRIPTION / MFGR / BRAND / VNRD | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
--- | --- | --- | --- | --- | --- |
0043 81515 | COMM CODE: 405-36-065442 (FUEL, OIL, GREASE AND LUBRICANTS) | 1.000 | DRUM | N/A | $985.0000 |

### LINE# / CONTRACT# | DESCRIPTION / MFGR / BRAND / VNRD | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
--- | --- | --- | --- | --- | --- |
0045 81515 | COMM CODE: 405-36-065444 (FUEL, OIL, GREASE AND LUBRICANTS) | 1.000 | CASE | N/A | $192.0000 |

### LINE# / CONTRACT# | DESCRIPTION / MFGR / BRAND / VNRD | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
--- | --- | --- | --- | --- | --- |
0049 81514 | COMM CODE: 405-36-081667 (FUEL, OIL, GREASE AND LUBRICANTS) | 1.000 | CASE | N/A | $54.3000 |

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<td>COMM CODE: 405-39-055192 (SYNTHETIC LUBRICANTS)</td>
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<td>00052</td>
<td>COMM CODE: 405-39-055193 (SYNTHETIC LUBRICANTS)</td>
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<tr>
<td>00053</td>
<td>COMM CODE: 405-39-055194 (SYNTHETIC LUBRICANTS)</td>
<td>$411.35000</td>
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**DESCRIPTION/MFGR/BRAND/VENDOR**

- COMM CODE: 405-39-055192 (SYNTHETIC LUBRICANTS)
- COMM CODE: 405-39-055193 (SYNTHETIC LUBRICANTS)
- COMM CODE: 405-39-055194 (SYNTHETIC LUBRICANTS)
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<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<td>00054 81514</td>
<td>COMM CODE: 405-39-055194 [FUEL, OIL, GREASE AND LUBRICATION]</td>
<td>1,000</td>
<td>GALL</td>
<td>N/A</td>
<td>$149.0000</td>
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<td></td>
<td>ITEM DESCRIPTION: HYDRAULIC OIL, HYDROCARBON-BASED, Viscous Stock W/ Very High viscosity INDEX, AND LOW-TEMPERATURE PROPERTIES FOR USE IN AVIATION 5-GAL. PAIL</td>
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<tr>
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<td>VENDOR: CRAFT OIL CORPORATION D.E.A. PROCHOICE</td>
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<tr>
<td></td>
<td>BRAND: MOBIL</td>
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<td>MODEL: AERO MIN</td>
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<tr>
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<td>PRODUCT #: MO98EA97</td>
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</table>
CERTIFICATE NUMBER 0064403 FOR DAVID WEBER OIL CO. IS VALID.
RESOLUTION AUTHORIZING AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF COMPUTER HARDWARE, EQUIPMENT, PERIPHERALS AND RELATED SERVICES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, this resolution will support the purchase of Panasonic rugged tablets for the Department of Public Safety, Division of Emergency Communications; 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, Gold Type Business Machines, 351 Paterson Avenue, P.O. Box 305, East Rutherford, New Jersey 07073 is in possession of State Contract No. A89880, and submitted a proposal in the amount of Seventy Seven Thousand, Twenty Nine Dollars and Seventy Two Cents ($77,029.72) for computer hardware, tablets, accessories, peripherals and services; and

WHEREAS, funding this purchase is an allowable expense under the FY-15 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

WHEREAS, funds are available for this contract in the UASI FY-15 Federal & State Grant Fund:

<table>
<thead>
<tr>
<th>Account</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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</thead>
<tbody>
<tr>
<td>02-213-40-572-314</td>
<td>120726</td>
<td>A89880</td>
<td>$77,029.72</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 $77,029.72 is awarded to Gold Type Business Machine for the purchase of computer hardware, tablets, accessories, peripherals and services for the Office of Emergency Management.

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

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

4. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)
RESOLUTION AUTHORIZING AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF COMPUTER HARDWARE, EQUIPMENT, PERIPHERALS AND RELATED SERVICES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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

WHEREAS, funds are available for this contract in the Operating Account.

<table>
<thead>
<tr>
<th>Account</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
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<tr>
<td>02-213-40-572-314</td>
<td>120726</td>
<td>A89880</td>
<td>$77,029.72</td>
</tr>
</tbody>
</table>

Approved by
Peter Folgado, Director of Purchasing
RPPO, OPA

[Signature]

April 29, 2016
Date

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Asst. Corporation Counsel

Certification Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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

Indicates Vote

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 AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR THE PURCHASE AND INSTALLATION OF COMPUTER HARDWARE, EQUIPMENT, PERIPHERALS AND RELATED SERVICES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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>W. Greg Kierce</td>
<td>201 547-5681</td>
</tr>
<tr>
<td>OEM/Homeland Security</td>
<td>Director</td>
<td><a href="mailto:wkierce@njps.org">wkierce@njps.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 will support the purchase of Panasonic Rugged tablets for the Department of Public Safety/ Division of Emergency Communications, Bishop Street under NJCP

I certify that all the facts presented herein are accurate.

Signature of Department Director  1/31/16  
Date

Signature of Purchasing Director  4/29/16  
Date
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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</table>
### Panasonic GTBM INC

**Ideas for life**

**Number:** 1154  
**Date:** 9/30/2015

---

**ST2425-626**  
**DC ADAPTER FOR 24V STAR PRINTER**

- Unit: Line Electronic Design  
- Price: $140.45  
- Qty: 8  
- Sub-Total: $1,123.60

---

**ICOPSCAN**  
**2DMAG USB SCANNER FOR INFO-COP**

- GTBM  
- Notes: Line #00002 COMM CODE: 204-53-088303  
- Price: $600.75  
- Qty: 12  
- Sub-Total: $7,209.00

---

**ICOPY**  
**AVL PER DEVICE ANNUAL SUPPORT FEE**

- GTBM  
- Notes: Line #00002 COMM CODE: 204-53-088303  
- Price: $120.36  
- Qty: 12  
- Sub-Total: $1,444.32

---

**Labor/hr**  
**Hour labor rate installation**

- Setup installation and configuration
- Installation of mobile computers onsite with eticketing printer and charge guard
- Setup of AVL to existing system, configure tablets with Info-Cop, Eticketing hardwa
- Software installation and configuration, GD Cad, Fortus custom desktop locke
- Down for custom desktop, install and configure 2d bar code scanner with software, Win
- dows updates and patches to be loaded prior to being deployed. Test configuration to ensure all
- applications and hardware working properly before vehicle delivery. Installation and configuration of ALPR's with
- connection to the JC ALPR server.

- GTBM  
- Notes: Line #00002 COMM CODE: 204-53-088303  
- Price: $128.00  
- Qty: 36  
- Sub-Total: $4,608.00

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<th>Sub-Total</th>
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<tbody>
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<td></td>
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**Payment Details**

- Pay by: Govt. Issued Purchase Order
- Payment Term: Due upon Receipt

---

**State Contract # 89980**

**Prepared by:** RICHARD PICOLLI  
**Phone:** 2019356090

---

**Shipping and Delivery Details**

- Approved: [Signature]  
- Date: FY-15
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0067515 FOR GOLD TYPE BUSINESS MACHINES, INC. IS VALID.

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin 4/14/2016
AMENDMENT # 1  
M-0483  
SOLICITATION #16-R-24098

Date: October 19, 2015

To: State Agencies and Cooperative Purchasing Participants

From: Vicente Azarcon, Purchase Bureau

Subject: Computer Equipment, Peripherals and Related Services

Contract Period: October 1, 2015 to March 31, 2017

The contract for Computer Equipment, Peripherals and Related Services expiration date has been corrected from 5/31/17 to 3/31/17.

All other terms, conditions, and prices remain the same.
MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
PANASONIC
FOR
COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)

To: Panasonic System Communications Company of North America
Two Riverfront plaza, 6th floor
Newark NJ. 07102

Contract Vendor Administrator: Michelle Chapin
Email: michelle.chapin@us.panasonic.com
Phone: 973.303.7787

CONTRACT NO: MNWNC-124

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later

EXTENSION OPTION: UP TO 36 MONTHS

Through: March 31, 2017

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA"). A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. PANASONIC
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable statutes, bylaws, resolutions or ordinances.

By: Donald W. Szczepaniak
Title: Vice President
Date: 3/14/15

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]
Title: Master Agreement Administrator
Date: 3/12/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegate representative.

By: [Signature]
Original signed
Date: MAR 12 2015

By Lucas J. Jannett
this contract, asset management, recycling/disposal, training and certification, pre-
implementation design, disaster recovery planning and support, and technical
support services required for the effective operation of a product.

- Contractor may provide limited professional services associated with the
equipment and configuration of the equipment purchased.
- Services purchased under this contract must be directly related to equipment
purchased under this contract.

Leasing and rental of equipment is not permitted under this contract for State agencies.
Cooperative Purchasing Partners may finance their purchase, if permitted under law. If
financing is through a lease agreement, that agreement is separate from this contract and
is between the Contractor and the respective Cooperative Purchasing Partner only.

### 1.4 CONTRACT NUMBERS AND TERM

The State contract numbers are specified below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>NASPO ValuePoint Master Agreement #</th>
<th>State Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ace Technology Partners, LLC</td>
<td>MNWNC-101</td>
<td>89964</td>
</tr>
<tr>
<td>Cisco Systems, Inc.</td>
<td>MNWNC-105</td>
<td>89966</td>
</tr>
<tr>
<td>Computer Technology Link Corp (CTL)</td>
<td>MNWNC-106</td>
<td>89971</td>
</tr>
<tr>
<td>Dell Marketing LP</td>
<td>MNWNC-108</td>
<td>89967</td>
</tr>
<tr>
<td>EMC Corporation</td>
<td>MNWNC-109</td>
<td>89968</td>
</tr>
<tr>
<td>Firefly Computers, LLC</td>
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</tr>
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<td>Fujitsu America Inc.</td>
<td>MNWNC-111</td>
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<tr>
<td>Grace Global Inc.</td>
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<tr>
<td>HP Inc.</td>
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<tr>
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<td>Nimble Storage Inc.</td>
<td>MNWNC-122</td>
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<tr>
<td>Panasonic Corporation of North America</td>
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<td>Tintri Inc.</td>
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<tr>
<td>Xiotech Corporation</td>
<td>MNWNC-132</td>
<td>89983</td>
</tr>
</tbody>
</table>

The contract term is October 1, 2015 through March 31, 2017.

### 1.5 OBTAINING QUOTES

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure
compliance.

Several Contractors have elected to use "authorized dealers" to service their contract.
Products are ordered directly through the authorized dealer. The dealer is listed on the
Vendor's Web Site along with the Product catalogs and the procedure for obtaining price
quotes.
STATE OF NEW JERSEY

PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS

Under

NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")

Contract for Computer Equipment

Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices

Including Related Peripherals and Services

(State of Minnesota Master Contract Number MNWNC-124)

This Participating Addendum is made as of October 1, 2015, or the last date of signature below, whichever is later (the "Effective Date"), by and between, Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America, whose address is Two Riverfront Plaza, Newark, NJ 07102 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Minnesota and Contractor have entered into Master Agreement #MNWNC-124 (the "WSCA Master Agreement"), which may be found at the following URL:

http://www.naspovaluepoint.org/#/contract-details/52/overview/general,

awarded in accordance with the State of Minnesota Request for Proposal for Computer Equipment; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the WSCA Master Agreement to provide computer equipment is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

Version 2, 07242015  Page 1 of 29
2. **Terms and Conditions** - The parties agree to be bound by all other terms and conditions of the Participating Addendum not otherwise modified by this Amendment.

3. **Execution of Amendment** - The parties hereto agree that this Amendment may be executed in counterpart, each original signed page to become part of the original document.

**IN WITNESS WHEREOF**, authorized representatives of Contractor and the State have executed this Amendment to be effective as of the latest date provided below.

<table>
<thead>
<tr>
<th></th>
<th>State of New Jersey, Department of the Treasury, Division of Purchase and Property</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>Ken MacMeekin</td>
<td>By:</td>
</tr>
<tr>
<td>Name</td>
<td>Technology Licensing Officer</td>
<td>Name:</td>
</tr>
<tr>
<td>Title</td>
<td>Director</td>
<td>Title:</td>
</tr>
<tr>
<td>Date</td>
<td>9/28/2015</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Approved as to Form:
John J. Hoffman
Acting Attorney General of the State of New Jersey

|                     | A very hand written signature                                                    |                                  |
| By                  | Alec E. Gibson                                                                   | By:                                |
| Name                |                                                                                 | Name: Alec E. Gibson               |
| Title               | Deputy Attorney General                                                         | Title: Deputy Attorney General     |
| Date                | 9/10/15                                                                          | Date: 9/10/15                     |
Notice of Award

Term Contract(s)

**M-0483**

**NASPO VALUEPOINT COMPUTER**

<table>
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<tr>
<th>Vendor Authorized</th>
<th>Authorized Dealers</th>
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<tr>
<td>By Vendor</td>
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<tr>
<td>En Ato Valuepoint Azarcon</td>
<td>En Ato Valuepoint Azarcon</td>
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</tbody>
</table>

Downloadable NOA Documents

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

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (188 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (17 kb)

From this section are stored in Adobe Acrobat (PDF) form. PDF from this document appears the same as the original printed form. 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 from the Adobe Web site.

**NOAs By Number** | **NOAs By Title** | **Search NOAs**
---|---|---
| M-0483 | VAR-0483 |  
| FROM: 10/01/15 TO: 03/31/17 | ALL STATE AGENCIES |  
| POLITICAL SUBDIVISIONS* |  |  

http://www.state.nj.us/treasury/purchase/noa/contracts/m0483_16-r-24098.s... 4/14/2016
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<td>Suite 600</td>
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<table>
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<th>MARIA STINSON</th>
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<td>425-518-2867</td>
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<tbody>
<tr>
<td>Minority Business Enterprise:</td>
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<td>Women Business Enterprise:</td>
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</tbody>
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| Cooperative Purchasing *: | YES |

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

---

<table>
<thead>
<tr>
<th>Vendor Name &amp; Address</th>
<th>Suite 600</th>
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<tbody>
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<tr>
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<td>Women Business Enterprise:</td>
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</tbody>
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| Cooperative Purchasing *: | YES |

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

---

<table>
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<th>Vendor Name &amp; Address</th>
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<td>Suite 600</td>
<td>Washington, DC 20015</td>
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<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>MARY REUSS</th>
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<tr>
<td>Contact Phone:</td>
<td>612-849-2548</td>
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<td>Order Fax:</td>
<td>060-000-0000</td>
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<td>Contract#:</td>
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| Cooperative Purchasing *: | YES |

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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<table>
<thead>
<tr>
<th>Vendor Name &amp; Address</th>
<th>Suite 600</th>
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</thead>
<tbody>
<tr>
<td>Suite 600</td>
<td>Washington, DC 20015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>MICHAEL HAAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>732-663-4989</td>
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<tr>
<td>Order Fax:</td>
<td>201-271-3020</td>
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http://www.state.nj.us/treasury/purchase/noa/contracts/m0483_16-r-24098.s... 4/14/2016
Contract#: 89980
Expiration Date: 03/31/17
Terms: NONE
Delivery: 30 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: PURE STORAGE INC
650 CASTRO STREET
SUITE 400
MOUNTAIN VIEW, CA 94041-2081

Contact Person: MELANIE STEVENS
Contact Phone: 206-708-5007
Order Fax: 000-000-0000
Contract#: 89981
Expiration Date: 03/31/17
Terms: NONE
Delivery: 30 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: ENTERPRISE INC
303 RAVENDALE DRIVE
MOUNTAIN VIEW, CA 94043

Contact Person: MICHAEL COLEMAN
Contact Phone: 650-819-8349
Order Fax: 000-000-0000
Contract#: 40294
Expiration Date: 03/31/17
Terms: NONE
Delivery: 30 DAYS ARO
Small Business Enterprise: NO
Minority Business Enterprise: NO
Women Business Enterprise: NO
Cooperative Purchasing *: YES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

Vendor Name & Address: TRANSOURCE SERVICES CORP
DBA TRANSOURCE COMPUTERS
2405 W EST UTOPIA RD
PHOENIX, AZ 85037

Contact Person: CURTIS WESTCOTT
Contact Phone: 623-879-8882
Order Fax: 000-000-0000
Contract#: 89982
Expiration Date: 03/31/17
Terms: NONE
Delivery: 30 DAYS ARO
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<th>LOU DEMARCO</th>
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<td>Contact Phone:</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>DLT SOLUTIONS INC 11361 SUNRISE VALLEY DR STE 400 HEARSDON VA 20171</td>
</tr>
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<thead>
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<td>Contact Phone:</td>
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</table>

<table>
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<tr>
<th>Contact Person:</th>
<th>DESIKA HARTMAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>856-614-3139</td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>EPLUS TECHNOLOGY INC 642 NEW TOW N YARDLEY RD NEW TOWN PA 18940</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Person:</th>
<th>GEORGE PASHARDIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>609-528-8912</td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>NW N CORPORATION 303 FELLOW SHIP RD/STE 110 MT LAUREL NJ 08054</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Person:</th>
<th>MATT HMKRSTEIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>856-914-5603</td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Person:</th>
<th>KATE O'KANE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>732-868-5904</td>
</tr>
</tbody>
</table>

| Contract#: | 89978 |
| Dealer/Distributor Name & Address: | CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873 |
| Contact Person: | LOU DEMARCO |
| Contact Phone: | 732-748-3630 |

| Contract#: | 89980 |
| Dealer/Distributor Name & Address: | EPLUS TECHNOLOGY INC 642 NEW TOWN YARDLEY RD NEW TOWN PA 18940 |
| Contact Person: | GEORGE PASHARDIS |
| Contact Phone: | 609-528-8912 |

| Contract#: | 89980 |
| Dealer/Distributor Name & Address: | SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873 |
| Contact Person: | KATE O'KANE |
| Contact Phone: | 732-868-5904 |

| Contract#: | 89978 |
| Dealer/Distributor Name & Address: | CDW GOVERNMENT LLC 230 JEW AUKER AVE VERNON MILWAUKEE 60061-9740 |
| Contact Person: | JENNA MARELLA |
| Contact Phone: | 866-776-7415 |

| Contract#: | 89980 |
| Dealer/Distributor Name & Address: | COMPUTER SY & METHODS 15 MAPLE ST SOMERSTNJ 08876-2196 |
| Contact Person: | KASH MAHNA |
| Contact Phone: | 908-735-1373 |

| Contract#: | 89980 |
| Dealer/Distributor Name & Address: | GOLD TYPE BUSINESS MACHINES INC |

http://www.state.nj.us/treasury/purchase/noa/contracts/m0483_16-r-24098.s... 4/14/2016
| Vendor: NIMBLE STORAGE INC | Contract Number: 89978
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
<td>N/A</td>
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**ITEM DESCRIPTION:** STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO

| Vendor: PANASONIC CORPORATION OF NORTH AMERICA | Contract Number: 89980
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
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<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tr>
<td>00001</td>
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<td>EA</td>
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<td>N/A</td>
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**ITEM DESCRIPTION:** LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO

| Vendor: PURE STORAGE INC | Contract Number: 89981
<table>
<thead>
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<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>00001</td>
<td>COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
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**ITEM DESCRIPTION:** STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO

| Vendor: TENDRINC | Contract Number: 40294
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</td>
<td>1.000</td>
<td>EA</td>
<td>NET</td>
<td>N/A</td>
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**ITEM DESCRIPTION:** STORAGE INCLUDING RELATED...
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

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

WHEREAS, the need for constant and reliable communications for the safety of the citizens of Jersey City exists; and

WHEREAS, the success of the Jersey City Department of Public Safety Computer Aided Dispatch ("CAD") System is dependent upon the support and enhancement of its software; and

WHEREAS, the services required are special in nature based upon the unique hardware/software environment utilized in the Jersey City Department of Public Safety; and

WHEREAS, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to provide these services for one year in the manner specified by the Jersey City Department of Public Safety for the amount of Twenty Five Thousand Nine Hundred Seventy Five dollars; and

WHEREAS, this contract will be from June 1, 2016 through May 31, 2017; and

WHEREAS, the amount of Twenty Five Thousand Nine Hundred Seventy Five dollars ($25,975.00) is available in the temporary 2016 budget for this expenditure, in accordance with the requirements of Local Budget Law N.J.S.A. 40A: 4-1 et seq.

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5 (1)(dd)) allows for this contract without public bidding because this contract provides for the support and maintenance of proprietary computer software presently in place; and

WHEREAS, the City of Jersey City and its governing body find approval of such proposal to be in the best interest of the City.

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.4 et seq. (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, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor 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 contractor from making any reportable contributions during the term of the contract; and

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

WHEREAS, contractor has submitted its Certification of Compliance with the City's Contractor Pay-In-Play Reform Ordinance 08-128 adopted on September 3, 2008.
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of $25,975.00 and for a term to begin on June 1, 2016 and ending on May 31, 2017 is awarded to Astra Software Corporation to support and maintain the hardware/software of the Computer Aided Dispatch System and the Purchasing Agent is directed to have such a contract drawn up and executed;

2. 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.

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city’s contractor pay-to-play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

(Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1, et seq.
RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(d2)

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@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

Provide Computer Aided Dispatch Software for the Jersey City Fire Department. This software is utilized by Fire Dispatchers to dispatch Fire Apparatus, track equipment and maintain records and reports of all calls and actions.

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Department Director Date 4/20/14

Signature of Purchasing Director Date
Jersey City Fire Department.
465 Marin Blvd.
Jersey City, NJ 07302

<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Invoice Date</th>
<th>P.O. Number</th>
<th>Req. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1602012</td>
<td>February 1, 2016</td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Emergency Plus Annual Support &amp; Enhancement Subscription - 3/1/16 to 5/31/17</td>
<td>$21,875.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Sales Tax</th>
<th>Shipping</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 days</td>
<td>0.00%</td>
<td></td>
<td>$21,875.00</td>
</tr>
</tbody>
</table>

Please make your check payable to ASTRA Software Corporation.
Thank you for your business!
<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1602011</td>
<td>ASNA Data Base Maintenance for 2016</td>
<td>$4,100.00</td>
</tr>
</tbody>
</table>

Terms: 30 days

Sales Tax: 0.00%

Shipping: 

Total: $4,100.00

Please make your check payable to ASTRA Software Corporation.

Thank you for your business!
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 (Division of Fire).

2. Attached to this Certification is a Resolution for maintenance and repairs to the ASTRA Software utilized by the Jersey City Fire Department.

3. The term of the contract is June 1, 2016 to May 31, 2017.

4. The amount of the contract is $25,975.00 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: 4/20/16

James Shea, Director
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & BEO as may be requested by the Division 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 Contract Compliance & BEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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 his/her 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): MARK WELT/PRESIDENT

Representative's Signature: Mark Wel

Name of Company: ASTRA SOFTWARE CORP

Tel. No.: 704/896-3505 Date: 2/10/16
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 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, damages, or demands, 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]: MARK WELT/President
Representative's Signature: MARK WELT
Name of Company: ASTRA SOFTWARE CORP
Tel. No.: 704-896-3505 x 106
Date: 5/11/16

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: ASTRA SOFTWARE CORP
Address: 1818 W. CATAWBA AVE, CORNELIUS, NC 28031
Telephone No.: 704-896-3505 X106
Contact Name: MARK WELT

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.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-MANUFACTURING CONTRACTS
Required Pursuant To NJ.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 NJ.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 proceeding (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 NJ.S.A. 19:44A-3(p), (q) and (t).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ranchal</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggiano</td>
</tr>
<tr>
<td>Lavaro for Council</td>
<td>Councilperson Michael Yun</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterson</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivett</td>
<td>Councilperson Diane Coleman</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>SUSAN WELT</td>
<td>1847 PENINSULA COTE LN CORNELIUS, NC 28031</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: ASTRA SOFTWARE CORP
Sign: MARK WELT
Title: President
Print Name: MARK WELT
Date: 2/10/16

Subscribed and sworn before me this 10th day of January, 2016

My Commission expires December 28, 2019

Sarah M. Rhodes
(Print name & title of affiant) (Corporate Seal)
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

- [ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUSAN WELT</td>
<td></td>
</tr>
<tr>
<td>Home Address:</td>
<td>Home Address:</td>
</tr>
<tr>
<td>1847 PENSISLNA C0VE LN</td>
<td>CORNELIUS, NC 28031</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Mark WELT

Subscribed and sworn to before me this 10 day of February 2016

Affiant:

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
ASTRA SOFTWARE 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 _______________ (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: ASTRA SOFTWARE CORP

Signed: ___________________________ Title: President

Print Name: _________________________ Date: ____________

Subscribed and sworn before me this __/__/20__ day of __________, 20__

My Commission expires ________________________

(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.
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
INCLUDING PROFESSIONAL SERVICES
This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as proof of compliance:

1. A photocopy of a valid letter that the contractor is operating under an existing, Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR


OR

3. A photostat of an Employee Information Report (Form AA501) 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-A.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA502) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA502 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division), The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her 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.

COMPANY: ASTRON SOFTWARE CORP

SIGNATURE: [Signature] DATE: [Date]

PRINT NAME: MARK WELT TItLE: PRESIDENT

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS).
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY

I certify that I am MARK WELT, PRESIDENT of the firm of ASTREA SOFTWARE CORP.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A, § 34-25)

(Signature of respondent) Mark Welt

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY February 10th, 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Sarah M. Rhodes

NOTARY PUBLIC OF North Carolina, Catawba
MY COMMISSION EXPIRES: December 28, 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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 applicable employment goals, the contractor or subcontractor agrees to revise all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & BBO as may be requested by the Division 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 Contract Compliance & BBO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code of N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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 his/her 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): **MARK WELT / PRESIDENT**
Representative's Signature: **Mark Welt**
Name of Company: **ASTRA SOFTWARE CORP**
Tel. No.: **732/996-3205** Date: **2/14/16**
NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT ООLET RID-1 REPORT FOR SECTION E, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY
2. TYPE OF BUSINESS
   □ MANUF. □ 2. SERVICE □ 3. WHOLESALE
   □ 1. MANUF. □ 4. OTHER
3. TOTAL NO. EMPLOYEES IN THIS ENTIRE COMP. 3

4. COMPANY NAME
   Astra Software Corp

5. EFFECTIVE DATE
   01/01/20XX
6. CITY
   Hudson
7. COUNTY
   Hudson
8. STATE
   NJ
9. ZIP CODE
   07087

10. NAME OF PARENT OR AFFILIATED COMPANY (If none, so indicate)

CITY
STATE
ZIP CODE

SECTION B - EMPLOYMENT DATA

11. Report all personnel, minority and part-time employees. SHOW NAME AND PAYROLL. Enter the appropriate figures on all lines and in all columns. When there are no employees in a particular category, enter a zero. NOTE: ALL EMPLOYEES, EXCEPT FINANCE, ACCOUNTING AND EXECUTIVE CATEGORIES, IN COLUMNS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.

12. JOB CATEGORIES
   OFFICIALS/MASTERS
   WHITE MALE
   BLACK MALE
   HISPANIC MALE
   ASIAN MALE
   TOTAL
   2
   1
   1

13. DATE OF PAYROLL PERIOD CLOSED
   01/01/20XX

SECTION C - SIGNATURE AND IDENTIFICATION

14. NAME OF PERSON COMPLETING REPORT (Print or Type)
   Mark West

15. SIGNATURE
   Mark West

16. ADDRESS NO & STREET
   1357 W. CANYON AVE, CORNELIUS, NC 28031

17. PHONE (Area Code, No Extension)
   704-396-3505

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE BY;
FIND - PUBLIC AGENCY; GOLD - VENDOR
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) 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 this contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-

PART II - Signature and Attestation:

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

Name of Business Entity: Astra Software Corp

Signed: [Signature]

Print Name: Mark West

Title: President

Date: 9/10/2016

Subscribed and sworn before me this 12th day of January, 2016.

My Commission expires: [Signature]

[Print name & title of officer]

([Notary Public - Catawba County]

[Notary Seal])

**Parrem to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2006) shall be deemed to be a violation of the Ordinance.**
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)
This form is a summary of the successful bidder's requirement to comply with the requirements

The successful bidder shall submit to the public agency, after notification of award but prior to
execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing
Federally approved or sanctioned affirmative action program (good for one year from the
date of the letter);

OR

(b) A photocopy of a Certificate-of-Employment 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 successful vendor may obtain the Affirmative Action Employee Information Report
(AA302) from the contracting unit during normal business hours.
The successful vendor(s) must submit the copies of the AA302 Report to the Division of
Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The
Public Agency copy is submitted to the public agency, and the vendor copy is retained by the
vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the
requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of
evidence:

The undersigned vendor further understands that his/her 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.

COMPANY: ASTRASOFTWARE CORP.

SIGNATURE: Mark Welf DATE: 2/10/16

PRINT NAME: MARK WELF TITLE: PRESIDENT

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**

Division of Contract Compliance & Equal Employment Opportunity

**VENDOR ACTIVITY SUMMARY REPORT**

[ ] NEW HIRE [ ] PROMOTIONS [ ] TRANSFERS [ ] TERMINATIONS (CHECK [ ] APPROPRIATE ACTIVITY)

**CERTIFICATE NO.**

**DATES OF PAYROLL PERIOD USED:** FROM 1/1/18 TO 12/31/18

**NAME OF FACILITY:**

ASTRA SOFTWARE CORP

**ADDRESS:** 18127 W. CATAWBA AVE, CORNELIUS, NC 28037

<table>
<thead>
<tr>
<th>JOB</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIALS &amp; MANAGERS</td>
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<td>1</td>
</tr>
<tr>
<td>PROFESSIONALS</td>
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<td>2</td>
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<tr>
<td>TECHNICIANS</td>
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<tr>
<td>SALES WORKERS</td>
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<td>OFFICE &amp; CLERICAL</td>
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<td>CRAFTWORKERS</td>
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<td>OPERATIVES</td>
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<td>LABORERS</td>
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<td>SERVICE WORKERS</td>
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<tr>
<td>TOTAL</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

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

**LAST NAME**

**FIRST NAME**

**MIDDLE INITIAL**

**SIGNATURE**

**DATE SUBMITTED**

**ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**PHONE**

---

**Signature:** Mark Welt

**Date Submitted:** 2/18/18

**Address:** 18127 W. Catawba Ave, Cornelius, NC 28031

**Phone:** 704-846-3505 X106
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: Astra Software Corp |
| Address: 15827 W. Catawba Ave |
| City: Cornelius |
| State: NC |
| Zip: 28031 |

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: Mark Welt
Printed Name: Mark Welt
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 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>
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</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 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 of N.J.A.C. 17:27.

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

N.J.S.A. 19:4-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION PLAN

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 19:4-31 and N.J.A.C. 17:27.

Representative's Name/Title (Principal): MARK WELT / PRESIDENT
Representative's Signature: [Signature]
Company Name: ASTRA SOFTWARE CORP
Tel. No.: 704-876-3505 Date: 2/17/15
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 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 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 served 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: MARK WELT / PRESIDENT
Representative's Signature: 
Name of Company: ASTRA SOFTWARE CORP
Cat No.: 704-876-3505   Date: 9/10/96
TAXPAYER NAME: Astra Software Corp
ADDRESS: 18127 W Catawba Ave
           Cornelius NC 28031
EFFECTIVE DATE: 09/14/06

TRADE NAME: 
SEQUENCE NUMBER: 1264653
ISSUANCE DATE: 09/14/06

Acting Director
New Jersey Division of Revenue
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-DEC - 2017 - 15-MAY-2018

ASTRA SOFTWARE CORPORATION
18127 W. CATANBA AVE.
CORNELIUS NC 28020

Andrew P. Sidamon-Eristoff
State Treasurer
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>% owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUSAN WELT</td>
<td>18427 PENINSULA CIR NW</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>CORNELIUS, NC 28031</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE:  

Mark WELT

TITLE:  

PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY  

February 11 of 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

(Note: This form must be completed, notarized and returned with this proposal.)

Teresa L. Grear  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina  
My Commission Expires: July 17, 2016
RESOLUTION AUTHORIZING AWARD OF AN OPEN END CONTRACT TO EXTEL COMMUNICATIONS INC. FOR VOICE AND DATA CABLING GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, telecommunications cabling goods and services are needed for the proper functionality of the Division of Information Technology; 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, Extel Communications Inc., 830 Belmont Avenue, North Haledon, New Jersey 07508 is in possession of State Contract A80807, submitted a proposal for telecommunications cabling goods and services; and

WHEREAS, funds are available for this contract in Information Technology’s Capital Account Fund:

<table>
<thead>
<tr>
<th>Account</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-215-55-961-990</td>
<td>120811</td>
<td>A80807</td>
<td>$50,200.00</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 is awarded to Extel Communications Inc. for telecommunications cabling goods and services for the Division of Information Technology.

2. The total contract amount is $50,200.00 for a term of one (1) year effective May 1, 2016 with the option to renew for an additional year.

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 receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City

(Continued to page 2)
RESOLUTION AUTHORIZING AWARD OF AN OPEN END CONTRACT TO EXTEL COMMUNICATIONS INC. FOR VOICE AND DATA CABLEING GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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

<table>
<thead>
<tr>
<th>Account</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
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<td>04-215-55-961-990</td>
<td>120811</td>
<td>A80807</td>
<td>$50,200.00</td>
</tr>
</tbody>
</table>

Approved by

Peter Folgado, Director of Purchasing,
QPA, RRPO

April 25, 2016
Date

APPROVED:  

APPROVED AS TO LEGAL FORM

Certification Required ☑
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>
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<td>☑</td>
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<td>YUN</td>
<td>☑</td>
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<td></td>
<td>RIVERA</td>
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<td>COLEMAN</td>
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<td>LAVARRO, PRES.</td>
<td>☑</td>
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</tr>
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</table>

☑ Indicates Aye

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 AWARD OF AN OPEN END CONTRACT TO EXTTEL COMMUNICATIONS INC. FOR VOICE AND DATA CABLEING GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY |

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>Robert Magro</td>
<td>DP Coordinator</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4274</td>
<td><a href="mailto:bobm@jcnj.org">bobm@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

Open end contract for voice/data cabling goods and services for various City offices. As decisions are made to deploy City staff to new facilities or to move them to existing facilities, staff must have PC network and telephone services. This often requires the installation of cables and associated equipment to attach PCs and telephones to City voice and data networks. This contract will pay for the goods and services associated with those projects.

<table>
<thead>
<tr>
<th>Cost (Identify all sources and amounts)</th>
<th>Contract term (include all proposed renewals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital budget, $50,200</td>
<td>May 1, 2016 - April 30, 2017 with a 1 year renewal option</td>
</tr>
</tbody>
</table>

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]
Date: 4-27-16

Signature of Purchasing Director: [Signature]
Date: 6-1-16
Notice of Award
Term Contract(s)

T-1316
TELECOMMUNICATIONS EQUIPMENT & SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Download All Documents

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

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (55 kb)
- Vendor Pricing Link
- Amendment #1 - Additional Distributors Adobe PDF (19 kb)
- Amendment #2 - Additional Distributors Adobe PDF (21 kb)
- Amendment #3 - Additional Distributors Adobe PDF (19 kb)
- Amendment #4 - Additional Distributors Adobe PDF (17 kb)
- Amendment #5 - Additional Distributors Adobe PDF (21 kb)
- Amendment #6 - Additional Distributors Adobe PDF (21 kb)
- Amendment #7 - Additional Distributors Adobe PDF (21 kb)
- Amendment #8 - Additional Distributors Adobe PDF (17 kb)
- Amendment #9 - Additional Distributors Adobe PDF (17 kb)
- Amendment #10 - Additional Distributors Adobe PDF (17 kb)
- Amendment #11 - Additional Distributors Adobe PDF (17 kb)
- Amendment #12 - Additional Distributors Adobe PDF (16 kb)
- Amendment #13 - Additional Distributors Adobe PDF (18 kb)
- Amendment #14 - Vendor Information Change Adobe PDF (1 kb)
- Amendment #15 - Additional Distributors Adobe PDF (18 kb)

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NOA's By Number | NOA's By Title | Search NOA's

<p>| Index #: | T-1316 |
| Contract #: | VARIOUS |
| Contract Period: | FROM: 02/01/12 TO: 01/31/17 |
| Applicable To: | ALL STATE AGENCIES |
| Cooperative Purchasing: | POLITICAL SUBDIVISIONS* |
| Vendor Name &amp; Address: | SEE VENDOR INFORMATION SECTION |
| For Procurement Bureau Use: | |
| Solicitation #: | 21415 |
| Bid Open Date: | 01/06/11 |
| CID #: | 1038483 |</p>
<table>
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<th>Women Business Enterprise:</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperative Purchasing *:</td>
<td>YES</td>
</tr>
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</table>

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

**Vendor Name & Address:**  
AV BUSINESS COMMUNICATION SYSTEMS LLC  
ACH ELECTRONIC PAYMENTS  
200 W SOMERDALE RD-STE D  
VOORHEES, NJ 08043  

**Contact Person:**  
GINNY NIMS  

**Contact Phone:**  
856-428-7227  
856-428-1717  

**Order Fax:**  
856-428-1717  

**Contract #:**  
80806-  

**Expiration Date:**  
01/31/17  

**Terms:**  
1% 15 NET 30  
10 DAYS ARO  

**Small Business Enterprise:**  
YES  

**Minority Business Enterprise:**  
NO  

**Women Business Enterprise:**  
YES  

**Cooperative Purchasing *:**  
YES  

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

**Vendor Name & Address:**  
AVAYA INC  
161 CLIVELEN DR  
NEWTOWN, PA 18940  

**Contact Person:**  
MICHAEL MCANDREWS  

**Contact Phone:**  
908-596-5587  

**Order Fax:**  
908-596-5587  

**Contract #:**  
80802  

**Expiration Date:**  
01/31/17  

**Terms:**  
NONE  

**Delivery:**  
SPECIFIED ELSEWHERE  

**Small Business Enterprise:**  
NO  

**Minority Business Enterprise:**  
NO  

**Women Business Enterprise:**  
NO  

**Cooperative Purchasing *:**  
YES  

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

**Vendor Name & Address:**  
DIRAD TECHNOLOGIES INC  
9 CORPORATE DR  
CLIFTON PARK, NY 12065  

**Contact Person:**  
JOHN MICHE  

**Contact Phone:**  
800-778-2927  
518-458-2782  

**Order Fax:**  
80812  

**Contract #:**  
80812  

**Expiration Date:**  
01/31/17  

**Terms:**  
NONE  

**Delivery:**  
SPECIFIED ELSEWHERE  

**Small Business Enterprise:**  
NO  

**Minority Business Enterprise:**  
NO  

**Women Business Enterprise:**  
NO  

**Cooperative Purchasing *:**  
YES  

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

**Vendor Name & Address:**  
EXTEL COMMUNICATIONS INC  
830 BELMONT AVE  
NORTH HALEDON, NJ 07508  

**Contact Person:**  
THOMAS M RICHE  

**Contact Phone:**  
973-427-3900  
973-427-0008  

**Order Fax:**  
973-427-0008  

**Contract #:**  
80807  

**Expiration Date:**  
01/31/17
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<th>Unit Price</th>
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Vendor: DIRAD TECHNOLOGIES INC
Contract Number: 80812

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Vendor: EXTEL COMMUNICATIONS INC
Contract Number: 80807

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Vendor: MCI COMMUNICATIONS SRVCS INC
Contract Number: 80813
SCHEDULE X – HOURLY LABOR RATES

11-x-21415 Telecommunications Equipment & Services

BIDDER: EXTEL Communications, Inc.

BRAND LINE: Toshiba, Tone Commander, SEI, Analog Phones

Bidder shall provide Schedule X reflecting its Brand Line Hourly Labor Rates.

(Schedule X must include Hourly Labor Rates for installation of new equipment or services not under warranty as described in Section 3.2.8, Warranty or not under Post-warranty maintenance as described in Section 3.2.9 Post-warranty maintenance.)

Labor rates may be provided for each type of labor (i.e., technician, custom development, project management, switch programming, professional services, etc). If needed, additional pages may be provided by bidder for Schedule X. Additional Schedule X pages should include: type of labor, Bidder’s Name and Brand Line as above.

Labor Rates for each type of labor must be provided for the following categories:

**Type of Labor:**

<table>
<thead>
<tr>
<th>Type of Labor</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td><strong>Straight Time:</strong> The fixed hourly rate for labor During normal business hours of Monday to Friday, 8:00 AM to 5 PM ET.</td>
<td>$ 95.00</td>
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<tr>
<td><strong>Over Time:</strong> The fixed hourly rate labor Monday to Thursday, 5:01 PM to 7:59 AM ET, Friday, 5:01 PM to 11:59 PM.</td>
<td>$ 142.00</td>
</tr>
<tr>
<td>Saturday – All Day</td>
<td>$ 142.00</td>
</tr>
<tr>
<td>Sunday – All Day</td>
<td>$ 190.00</td>
</tr>
<tr>
<td>Vendor Holiday – All Day</td>
<td>$ 190.00</td>
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</table>
Bidder to provide discount percentages (%) in the following table reflecting its Section 3.6 response.

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<thead>
<tr>
<th>Bidder Name:</th>
<th>Discount %</th>
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<tbody>
<tr>
<td><strong>Purchase Order Value</strong></td>
<td><strong>Standard Discount (X.0)%</strong></td>
</tr>
<tr>
<td>Greater than $200,000 and less than or equal to $500,000</td>
<td>4 %</td>
</tr>
<tr>
<td>Greater than $500,000 and less than or equal to $1.0 Mil</td>
<td>5 %</td>
</tr>
<tr>
<td>Greater than $1.0 Mil and less than or equal to $2.0 Mil</td>
<td>6 %</td>
</tr>
<tr>
<td>Greater than $2.0 Mil</td>
<td>7 %</td>
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Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the veterinarian services are to be provided to the Department of Health and Human Services, Division of Health, Animal Control; and

WHEREAS, N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at-large animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required; and

WHEREAS, Animal Control will obtain such care from a licensed veterinarian, prior to bringing an animal to the shelter; and

WHEREAS, the cost of all these emergency veterinary care is the responsibility of the City of Jersey City; and

WHEREAS, Dr. Buchholtz has submitted a proposal indicating that he will provide these services for the City for a one year period effective January 1, 2016 thru December 31, 2016 at rates for services which vary from $2.00 to $200.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 40A:11-5(l)(a)(i); and

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

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds $17,500; and

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

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

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

WHEREAS, the total estimated contract amount is $40,000.00, a temporary encumbrance of $5,000.00 is available in DH&HS Health Division Operating Current Fund Account No.1-201-27-331-314; the remaining balance will be made available under the City's 2016 calendar year permanent budget; and
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

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 Mayor or Business Administrator is authorized to execute a professional services agreement with Dr. Lawrence Buchholtz, of the Animal Clinic and Hospital of Jersey City, in substantially the form attached, for providing veterinarian services in connection with the Animal Control program provided by the Department of Health and Human Services; and
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et Seq.;
3. The term of the agreement shall be one year effective as of January 1, 2016 and expiring on December 31, 2016;
4. Dr. Lawrence Buchholtz shall be compensated at rates which vary from $2.00 to $200.00 and the estimated total contract amount is FORTY THOUSAND ($40,000.00) Dollars;
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 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget;
6. 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 this resolution;
7. The award of this contract shall be subject to the condition that Dr. Buchholtz 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
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City Contractor Pay-to-Play Reform Ordinance, the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of $5,000.00 in DHHS Health Division Operating Current Fund Account No. 1-201-27-331-314, P.O. # 120885.

APPROVED:

[Signature]
Business Administrator

APPROVED AS TO LEGAL FORM:

[Signature]
Corporation Counsel

Certification Required X
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-11-16

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>GAJEW SKI</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
<td></td>
<td></td>
<td>LAVORRO, PRES.</td>
<td>✓</td>
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<tr>
<td>RAN CHAL</td>
<td>ABSENT</td>
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<td>WATTERMAN</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.

[Signature]
Robert Byrne, City Clerk

[Signature]
Michael R. Lavarro, Jr., President of Council
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 Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services</td>
<td>Stacey L. Flanagan</td>
<td>Tel.: (201) 547-6800</td>
</tr>
<tr>
<td>Director's Office</td>
<td>Director</td>
<td><a href="mailto:sflanagan@jcni.org">sflanagan@jcni.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 a professional services contract with a licensed veterinarian. Dr. Lawrence Buchholtz will provide veterinary services for the Department of Healthy and Humana Services, Division of Health, Animal Control. Pursuant to N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large-animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. The cost of all emergency veterinary care is the responsibility of the City of Jersey City. Dr. Buchholtz will provide these services for a period of one year effective January 1, 2016 thru December 31, 2016 at rates for services which vary from $2.00 to $200.00.

I certify that all the facts presented herein are accurate.

Signature of Department Director  
Date 4/19/10
DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that this department needs.

2. The division of Health, Animal Control is required by N.J.S.A. 8:23A-1.12(e) to inspect all stray or running at-large-animals, confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. Such care shall be obtained from a licensed veterinarian prior to bringing an animal to the animal shelter.

3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1) (a) (i).

4. Dr. Lawrence Buchholtz is certified and licensed to practice medicine as a veterinarian in the State of New Jersey.

5. The Department of Health and Human Services recommends awarding the contract to Dr. Lawrence Buchholtz.

6. The term of the contract is for one year effective January 1, 2016 thru December 31, 2016.

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

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

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

Dated: 4/18/16

Stacey Flanagan, Director DHHS
AGREEMENT

Agreement made this ___ day of __________ , 2016, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Dr. Lawrence Buchholz of the Animal Clinic and Hospital of Jersey City, (Dr. Buchholz), 603 Westside Avenue, Jersey City, N.J. 07305;

WHEREAS, the City operates an Animal Control Program through the Department of Health and Human Services, Division of Health, and N.J.A.C. 8:23A-1.12(e) requires that Animal Control Officers shall inspect all stray or running-at-large animals confiscated, trapped or impounded in the course of their duties for signs of illness or injury, to determine whether emergency veterinary care is required, and, if so, to immediately obtain such care from a licensed veterinarian.

WHEREAS, Dr. Buchholz is a licensed veterinarian qualified to provide such services;

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

1. **Scope of Services:**
   Dr. Buchholz will provide the City with veterinarian services for animals in the City's care, according to procedures established by the Department of Health and Human Services, Division of Health. The animals will be treated and released to the animal shelter, a licensed rehabilitator, or the wild or humanely euthanized.

2. **Term:**
   The term of this Agreement is for one (1) year effective as of January 1, 2016 and terminating on December 31, 2016.

3. **Fee Schedule:**
   The City shall pay Dr. Buchholz at his standard rates for treatment discounted 33%. The total estimated contract amount payable to Dr. Buchholz is $40,000.00. Compensation shall be due and payable to Dr. Buchholz upon receipt of a monthly statement by the City outlining services performed and/or rendered by Dr. Buchholz on behalf of the City during that month. The monthly statement from Dr. Buchholz shall specify the number of services executed by Dr. Buchholz during that monthly reporting period in the performance of services on behalf of the City. Said monthly statements must be submitted to the governing body of the City for approval prior to payment.
4. **Insurance:**

Dr. Buchholz shall purchase and maintain the required insurance during the term of this Agreement. Dr. Buchholz shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

1.) Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate.

2.) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of $1,000,000.

3.) Automobile Liability in the amount of $1,000,000 combined single limit.

4.) Professional Liability in the amount of $2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force as per the following: Comprehensive General Liability, Automobile Liability Coverage and Workmen’s Compensation Insurance, shall be kept in force until submission of the final invoice. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Agreement.

Before commencing the work, Dr. Buchholz shall furnish the City certificates of such insurance. Except for workers’ compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.

5. **Termination:**

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Dr. Buchholz shall immediately discontinue services. Dr. Buchholz shall be paid the amount earned by or reimbursable to Dr. Buchholz hereunder to the time specified in said notice. Dr. Buchholz shall have no further claim against the City with respect thereto.

6. ** Entire Agreement:**

This Agreement constitutes the entire agreement between City and Dr. Buchholz. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
7. **Assignment:**
Dr. Buchholz shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

8. **Choice of Law:**
This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

9. **Modification:**
The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

10. **Counter-parts:**
This Agreement shall be executed in counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

11. **Paragraph Headings:**
The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

12. **Severability:**
If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

13. **Indulgences:**
Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

14. **Indemnity:**
The Contractor shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and from costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of
any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the Contractor or anyone employed by the Contractor in the performance of this Agreement. Said Agreement shall indemnify and defend the City and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

15. **Notice:**
All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Vera Smith, Health Officer
199 Summit Ave
Jersey City, N.J. 07304

Dr. Lawrence Buchholz
603 Westside Avenue
Jersey City, N.J. 07305

16. **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 User Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

17. **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 Dr. Buchholz shall provide no service under this Agreement until it has executed the following:
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 C attached hereto and incorporated herein by reference).

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

18. **City of Jersey City Contractor Pay-to-Play reform Ordinance:**

This contract was awarded in accordance with the City of Jersey City Contractor Pay-to-Play reform Ordinance, Section 3-51.1 of the city Code. As such the undersigned does hereby attest that Dr. Buchholz, its subsidiaries, assigns or principal have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

19. **Political Contribution Prohibition:**

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.5 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when contract is awarded.

20. **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.
21. Chapter 271 Political contribution Disclosure:

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from the public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City                                                Animal Clinic and Hospital of Jersey City

By:                                                             By: Dr. Lawrence Buchholz
Business Administrator

ATTEST:                                                        ATTEST:

Robert Byrne, City Clerk

6
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: | ANIMAL CLINIC & HOSPITAL OF JERSEY CITY |
| Address: | 603 WEST SIDE AVE. |
| City: | JERSEY CITY |
| State: | NJ |
| Zip: | 07304 |

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: LAWRENCE BUCHHOLZ
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 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.

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<th>Recipient Name</th>
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☐ Check here if the information is continued on subsequent page(s)
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

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

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

EXHIBIT A
N.J.S.A. 19:5-31 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/agency 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): Dr. Lawrence J. Buchholz
Representative’s Signature: [Signature]
Name of Company: ANIMAL CLINIC HOSPITAL OF JERSEY CITY
Tel. No.: (201) 435-6924 Date: 4-19-16
Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate") and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15 AUG 2015 - 15 AUG 2022

ANIMAL CLINIC & HOSPITAL
603 WEST SIDE AVE.
JERSEY CITY, NJ 07306

State Treasurer

[Signature]
Andrew P. Sidamon-Eristoff
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 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 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 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 contractor 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] ___________________________
[Representative’s Signature] ___________________________
[Name of Company] Animal Clinic & Hospital of Jersey City
[Phone No.] (201) 435-6424 Date: 4/19/16
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: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
Address: 603 WEST SIDE AVE. JERSEY CITY, NJ 07304
Telephone No.: (201) 435-6424
Contact Name: ROSELLE G. CAMALIGAN, OFFICE MGR

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
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<th>Taxpayer Name:</th>
<th>JERSEY CITY ANIMAL HOSPITAL, INC.</th>
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<td>Trade Name:</td>
<td></td>
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<tr>
<td>Address:</td>
<td>603 WEST SIDE AVENUE</td>
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<td>JERSEY CITY, NJ  07304-1709</td>
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<tr>
<td>Certificate Number:</td>
<td>0789563</td>
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<tr>
<td>Effective Date:</td>
<td>November 16, 2003</td>
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<tr>
<td>Date of Issuance:</td>
<td>April 19, 2016</td>
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</tbody>
</table>

For Office Use Only:
20160419153020360
STATE OF NEW JERSEY
SALES TAX CERTIFICATE OF AUTHORITY
URBAN ENTERPRISE ZONES ACT
DIVISION OF TAXATION

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See N.J.A.C. 18:24-31:4.

JERSEY CITY ANIMAL HOSPITAL
603 WEST SIDE AVENUE
JERSEY CITY, NJ 07304-1709

12/01/15 TO 11/30/18

000017888

This permit is NOT assignable. Transferable.

Dennis Sheehan
Aging Director
Division of Taxation
**No. SBP2570771**  
**RENEWAL**  
**BUSINESSOWNERS POLICY DECLARATIONS EXTENSION**  
**09/29/2015**

**Named Insured:** JERSEY CITY ANIMAL  
**Policy Period:** From: 09/29/2015  To: 09/29/2016  
**0404 0103**

**ADDITIONAL INTERESTS**

We cover the following as their interests are indicated below:

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<tr>
<th>Location</th>
<th>Interest</th>
<th>Coverage</th>
<th>Name &amp; Address</th>
<th>Loan #</th>
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<tr>
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<td>GL</td>
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<td>BANK OF AMERICA NA &amp;/OR ITS ASSIGNS 600 N CLEVELAND AVE STE 300 WESTERVILLE, OH 43082-8926</td>
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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 ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (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 ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (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: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signed _______________ Title: PRESIDENT

Print Name: LAWRENCE J. BUCHHOLZ Date: APRIL 19, 2016

Subscribed and sworn before me this 19 day of APRIL, 2016.

My Commission expires: 4/12/16

(Paul Beck-Boyer)
Commissioner, State of New Jersey
(Notary Public, State of New Jersey)
My Commission expires: APRIL 29, 2016

(Paul Beck-Boyer)
Commissioner, State of New Jersey
(Notary Public, State of New Jersey)
My Commission expires: APRIL 29, 2016

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

| Election Fund for Steven Fulop (2013) | Frank Gajewski for Council |
| Team Fulop | Friends of Khemraj “Chico” Ramchel |
| Team Fulop Runoff | Councilperson Richard Boggiano |
| Lavarro for Council | Michael Yun for Council |
| Councilperson Joyce E. Watterman | Councilperson Candice Osborne |
| Councilperson Daniel Rivera | Diane Coleman for Council |

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>
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<tbody>
<tr>
<td>LAWRENCE J. BUCHHOLZ</td>
<td>603 WEST SIDE AVE. JERSEY CITY, NJ 07304</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: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
Signed: [Signature]
Print Name: LAWRENCE J. BUCHHOLZ
Date: 4/19/16
Title: PRESIDENT

Subscribed and sworn before me this 17th day of April, 2016.

My Commission expires: 4/29/16

(Paul Selan-Boyer)
Commission # 2408015
Notary Public, State of New Jersey
My Commission Expires: April 29, 2016

(Affiant) (Corporate Seal)
Resolution of the City of Jersey City, N.J.

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE JERSEY CITY PUBLIC EMPLOYERS, INC., LOCAL 245 V. CITY OF JERSEY CITY

COUNCIL Offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to represent the City of Jersey City in the petition filed with the New Jersey Public Employment Relations Commission to establish employees' membership in Local 245 Union; and

WHEREAS, the firm of Apruzzese, McDermott, Mastro & Murphy is qualified to perform these services and will provide these services at the rate of $150.00 per hour, including expenses, for a total amount not to exceed $25,000; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

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

WHEREAS, the City's Corporation Counsel has determined and certified in writing that the value of the contract will exceed $17,500; and

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

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

WHEREAS, in addition Apruzzese, McDermott, Mastro & Murphy have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No. 16-14-298-56-000-856; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Apruzzese, McDermott, Mastro & Murphy is hereby authorized for a total amount not to exceed $25,000, including expenses.
RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE JERSEY CITY PUBLIC EMPLOYERS, INC. LOCAL 245 V. CTTV OF JERSEY CITY

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

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

7. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 16-14-298-56-000-856 for payment of this resolution

Matthew Hogan, Risk Manager

APPROVED AS TO LEGAL FORM

John J. Hallinan III
Assistant Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | AYE | NAY | N.V.
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<tr>
<td>GAJEWISKI</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td>✓</td>
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<tr>
<td>RAMCHAL</td>
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<td></td>
<td></td>
<td>OSBORNE</td>
<td>✓</td>
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<td>BOGGIANO</td>
<td></td>
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<td>COLEMAN</td>
<td>✓</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.

Robert R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF THE JERSEY CITY PUBLIC EMPLOYERS, INC. LOCAL 245 V. CITY OF JERSEY CITY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Corporation Counsel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jeremy Farrell</td>
<td><a href="mailto:JFanell@jcnj.org">JFanell@jcnj.org</a></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</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

The City of Jersey City will defend a petition that was filed with the New Jersey Public Employment Relations Commission by Local 245 Union.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

City Funds 16-14-298-56-000-856  One Year

Type of award  Direct/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Outside Counsel Agreement

This Agreement dated the ___ day of _____________, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Blvd., P.O. Box 112, Liberty Corner, New Jersey 07938, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Jersey City Public Employers, Inc. Local 245 v. City of Jersey City

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 $25,000.

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.
C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: ‘analysis’, ‘review file’, ‘conference’, ‘attention to matter’; ‘worked on discovery’, ‘work on file’, ‘prepare for meeting’, ‘misc.’, and ‘other’
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel’s system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel’s overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
• Word processing or proofreading
• Maintenance of a calendar or tickler system
• Investigating potential conflicts
• Preparing budgets
• Library usage (including book purchases or subscriptions) or library staff time
• Office supplies
• Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

• Rent (including temporary office space)
• Westlaw, Lexis and other legal database services
• Cost or usage of computers or mobile devices or internet service charges
• Equipment rental
• Storage charges
• Catering for internal meetings
• Meals (except during business travel, and then limited to $70 per day)
• Mileage for short trips (<30 miles one way)
• Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
• Telephone charges
• Facsimile charges
• Allocated charges from a firm's blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**
K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. **CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the
public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.
Attest:

Robert Byrne  
City Clerk

WITNESS:

City of Jersey City

Robert Kakoleski  
Business Administrator

Aruzzese, McDermott, Mastro & Murphy, 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: __________
PART X - 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, State &amp; Zip Code</td>
<td>Liberty Corner, New Jersey 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.

Barry Murrell
Printed Name
Treasurer
Title

PART XI - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than $300.00 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>Apruzzese, McDermott, Mastro &amp; Murphy, P.C.</td>
<td>Committee to Elect James Davis</td>
<td></td>
<td>$500.00</td>
</tr>
</tbody>
</table>

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

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

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

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

Representative's Name/Title Print: Barry Manell, Treasurer

Representative's Signature:

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1778
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 Apruzzese, McDermott, Mastro & Murphy, P.C., 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 January 1, 2016 to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the Borough of Bay Head as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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 which 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 T. Clarke</td>
<td>36 Cedar Road, Whitehouse Station, NJ 08889</td>
</tr>
<tr>
<td>Frederick T. Danser</td>
<td>265 Victoria Drive, Bridgewater, NJ 08807</td>
</tr>
<tr>
<td>Maurice J. Neiligan</td>
<td>57 Country Acres Drive, Hampton, NJ 08827</td>
</tr>
<tr>
<td>Barry Marell</td>
<td>5 Lata 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 affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Apruzzese, McDermott, Mastro & Murphy, P.C.
Signed: Barry Marell  Title: Treasurer
Print Name: Barry Marell  Date: ____________

Subscribed and sworn before me this __________ day of __________, 2016.

Barry Marell, Treasurer
(Print name & title of affiant) (Corporate Seal)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act
“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19.5-4, any county committee of a political party, as organized pursuant to R.S.19.5-3, or any municipal committee of a political party, as organized pursuant to R.S.19.5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are for extension to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $500 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Apruzzese, McDermott, Mastro & Murphy, PC (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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed ____________________ Title: Treasurer

Print Name ____________________ Date: ____________________

Subscribed and sworn before me this ___________ day of ____________, 2016.

My Commission expires: ____________

(Notary Public 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.**
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

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
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-51 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-51 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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 any goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee 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/treasury/contract_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. 10:3-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, 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/contractor's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:3-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Barry Marell, Treasurer

Representative's Signature: [Signature]

Name of Company: Averitt, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776 Date: January 20, 2016
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
APRUZZESE, MCDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION #: 123-45-6789

ADDRESS:
25 INDEPENDENCE SQ
WARREN NJ 07059

EFFECTIVE DATE:
07/21/10

SEQUENCE NUMBER:
12345678

ISSUANCE DATE:
08/31/04

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
Resolution of the City of Jersey City, N.J.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution No. 15-724 on October 14, 2015 authorizing a professional services agreement with the law firm of Walder Hayen, P.A. to represent the City of Jersey City in the condemnation matter of 141 Newark Avenue and the partner has since moved to the law firm of Herold Law, P.A.; and

WHEREAS, the law firm of Herold Law, P.A. are highly qualified to undertake the acquisition of 141 Newark Avenue and to represent the City of Jersey City and are willing to do so at the City’s hourly rate perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total amount not to exceed $45,393.45; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 10:5-31 (Pay-to-Play Law); and

WHEREAS, the City’s Corporation Counsel has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, Herold Law, P.A. has completed and submitted a Business Entity Disclosure Certificate which certified that they have not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Herold Law, P.A. have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

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

1. An agreement is awarded to Herold Law, P.A. to represent the City of Jersey City in the condemnation matter of 141 Newark Avenue, for a total amount of $45,393.45, including expenses.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
TITLE:
RESOLUTION RATIFYING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF HEROLD LAW, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN THE CONDEMNATION MATTER OF 141 NEWARK AVENUE

3. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

4. The 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.

5. Resolution No. 15-724 is hereby rescinded.

6. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 16-01-201-20-155-312 for payment of this resolution. PO # 118645

Donna Mauer, Chief Financial Officer

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM: [Signature] Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

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<th>COUNCILPERSON</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.
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

| RESOLUTION RATIFYING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF HEROLD LAW, P.A. TO REPRESENT THE CITY OF JERSEY CITY IN THE CONDEMNATION MATTER OF 141 NEWARK AVENUE |

Project Manager

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<tr>
<th>Department/Division</th>
<th>Law</th>
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<tr>
<td>Name/Title</td>
<td>Jeremy Farrell</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
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</table>

Corporation Counsel  JFarrell@jcnj.org

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

Contract Purpose

Since the partner moved to the firm of Herold Law, P.A., the City has decided to have Herold Law, P.A. handle this matter. The firm of Herold Law, P.A. are highly experienced and uniquely qualified to undertake the acquisition of the property.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| One Year |

Type of award Direct/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Outside Counsel Agreement

This Agreement dated the ___ day of ____________, 20__ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Herold Law, P.A., 25 Independence Blvd., Warren, New Jersey 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 Condemnation of 141 Newark Avenue.

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 $45,393.45.

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.
I. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and
nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.
VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:                                                                                               City of Jersey City

Robert Byrne                                               Robert Kakoleski
City Clerk                                                Business Administrator

WITNESS:                                                                                               Herold Law, P.A.

By:                                                                                                    Firm:

Page 14 of 16
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: _________
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. 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. 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 in connection therewith. In any and all complaints brought pursuant to the owner's grievances 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.

Representative's Name/Title/Position: Craig S. Evormony, President
Representative's Signature: ____________________________
Name of Company: HEROLD LAW, P.A.
Ref. No.: 908-647-1022 Dates: 5/4/16
EXHIBIT A (Continuation)

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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, 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): Craig S. Provorny, President
Representative's Signature: [Signature]
Name of Company: [Company Name]
Tel. No.: 908-667-1022 Date: 5/4/16
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: HEROLD LAW, P.A.
Address: 25 Independence Blvd., Warren, NJ 07059
Telephone No.: 908-647-1022
Contact Name: Jean M. Cadman

Please check applicable category:

___ Minority Owned Business (MBE) ___ Minority & Woman Owned Business (MWBE)
___ Woman Owned business (WBE) ___ Neither

Definitions:

Minority Business Enterprise

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

African American: a person having origins in any of the black racial groups of Africa
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ______________ (name of business entity) has not made any reportable contributions in the **one-year period preceding May 4, 2016** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached herein) 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: ______________

Signed: ______________

Print Name: ______________

Date: ______________

Subscribed and sworn before me this __________ day of ______________, 2016.

My Commission expires: ______________

JEAN M. O'DONNELL

Notary Public of New Jersey

My Commission Expires 11/12/2023

**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) in any of the following named candidate committees, joint candidate committees, or political party committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-2(c), (q) and (s).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ramchaul</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggsico</td>
</tr>
<tr>
<td>Lavare for Council</td>
<td>Councilperson Michael Yun</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</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>Anthony J. Bettman</td>
<td>3 Carriage Hill, Far Hills, NJ 07931</td>
</tr>
<tr>
<td>Rayand S. Sibertine</td>
<td>324 Maple St., New Providence, NJ 07974</td>
</tr>
<tr>
<td>Kevin J. O'Donnell</td>
<td>1001 VistaDelMar Dr., Delray Beach FL 33483</td>
</tr>
<tr>
<td>Joseph M. Lemond</td>
<td>2 Trails End Court, Warren, NJ 07059</td>
</tr>
<tr>
<td>Frank T. Areps</td>
<td>72 BelleGlades Ln., Belle Meade, NJ 08502</td>
</tr>
<tr>
<td>Craig S. Provorny</td>
<td>115 Shadybrook Ln., Princeton, NJ 08540</td>
</tr>
<tr>
<td>Robert F. Simon</td>
<td>7 Pfizer Drive, Gladstone, NJ 07934</td>
</tr>
<tr>
<td>Eric Tauris</td>
<td>121 Benson Pl., Westfield, NJ 07090</td>
</tr>
<tr>
<td>Michael J. Paul, Jr.</td>
<td>204 Minebrook Road, Far Hills, NJ 07931</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: HEROLD LAW, P.A.
Signature: [Signature]
Title: President
Print Name: Craig S. Provorny
Date: 5/4/16

Subscribed and sworn before me this __ day of May, 2016

JEAN M. CARMAN
A Notary Public of New Jersey
My Commission Expires 11/27/2020

(Affiant)
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>HEROLD LAW, P.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>25 Independence Boulevard</td>
</tr>
<tr>
<td>City</td>
<td>Warren</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip</td>
<td>07059</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.

Craig S. Provorny
President

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the 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>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
20160904104430525
For Office Use Only:
May 04, 2016
August 18, 1986
0074270
Warren, N J 07059-6747
25 Independence Blvd
HEROLD LAW, PROFESSIONAL ASSOCIATION

BUSINESS REGISTRATION CERTIFICATE
STATE OF NEW JERSEY
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-SEP-2015 to 15-SEP-2022.

HEROLD AND HAINES, P.A.
25 INDEPENDENCE BLVD.
WARREN, NJ 07059

Andrew P. Sladmon-Eristoff
State Treasurer
Resolution of the City of Jersey City, N.J.

Res. 16.315

May 11, 2016

APPOROVED:

MAY 11 2016

CITY OF JERSEY CITY
CITY CLERK

FILE NO.:
RES. 16.315

AGENDA NO.:
10.7.10

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT THE CITY OF JERSEY CITY, CORPORATION COUNSEL JEREMY FARRELL AND FORMER COUNCILMAN MARIANO VEGA 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, Corporation Counsel Jeremy Farrell and former Councilman Mariano Vega have been named in a complaint filed by Washington Commons, LLC, Neil Sorrentino, Serifino Tomasetti, Maria Tomasetti and Joseph Sorrentino in the United States District Court for the District of New Jersey alleging that the City failed to act in good faith in negotiating the terms of the agreement to purchase seven units in Washington Commons, LLC for artists' use; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent the City of Jersey City in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total amount not to exceed $75,000; and

WHEREAS, Calcagni & Kanefsky possesses the skills and expertise to perform these services; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Calcagni & Kanefsky submitted a Qualification Statement in response to the City's RFQ; and

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

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Calcagni & Kanefsky 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 Calcagni & Kanefsky from making any reportable contributions during the term of the contract; and

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

WHEREAS, Calcagni & Kanefsky has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and
RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT THE CITY OF JERSEY CITY, CORPORATION COUNSEL JEREMY FARRELL AND FORMER COUNCILMAN MARIANO VEGA IN THE MATTER OF WASHINGTON COMMONS, LLC, ET AL. V. CITY OF JERSEY CITY, ET AL.

WHEREAS, funds are available for the costs of these services in Account No: 16-14-298-56-000-856

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Calcagni & Kanefsky is hereby authorized for a total amount not to exceed $75,000, including expenses.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 16-14-298-56-000-856 for payment of this resolution.

Matthew Hogan, Risk Manager

APPROVED: 

APPROVED: 

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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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.

Robert 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 RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH CALCAGNI & KANEFSKY TO REPRESENT THE CITY OF JERSEY CITY, CORPORATION COUNSEL JEREMY FARRELL AND FORMER COUNCILMAN MARIANO VEGA IN THE MATTER OF WASHINGTON COMMONS, LLC, ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

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<tr>
<th>Department/Division</th>
<th>Name/Title</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: 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 Washington Commons, LLC, Neil Sorrentino, Serifino Tomasetti, Maria Tomasetti and Joseph Sorrentino in the United States District Court for the District of New Jersey alleging that the City failed to act in good faith in negotiating the terms of the agreement to purchase seven units in Washington Commons, LLC for artists’ use and due to a conflict of interest, it was necessary to hire outside counsel.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Insurance Fund Commission. 16-14-298-56-000-856 | One Year |

Type of award  Fair/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Outside Counsel Agreement

This Agreement dated the ___ day of _____________, 2016 between the City of
Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey
07302 ("City") and 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.

Page 1 of 17
B. **City Conflicts.**

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

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. **Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. **Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or
interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case
assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. **Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties’ counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.
The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel’s firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless
that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing
of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of 150.00 Per hour, including expenses. The total amount of this agreement shall not exceed $75,000.
The City will pay for actual services rendered, at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel’s initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City’s open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City’s prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the
City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter', 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.
D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel’s overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel’s proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained infra, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel’s invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost.
The City may refuse to pay for disbursements billed as ‘miscellaneous,’ billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm’s overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm’s blanket service agreements with outside vendors

H. **Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm’s regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. **Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.
J. **Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. **Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. **Maintenance of Expense Records.**

To ensure compliance with the City’s reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm’s invoices.

M. **Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days’ duration is required), or luggage.

N. **Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.
IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of
tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties’ authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.
Attest:

Robert Byrne
City Clerk

WITNESS:

Calcagni & Kanefsky

By:
Firm:

City of Jersey City

Robert Kakoleski
Business Administrator
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated , hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ____________________________

By: ____________________________

Title: ____________________________

Date: __________
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform 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

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 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 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 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/Title: Thomas L. Giraldo, Partner

Representative’s Signature:

Name of Company:

Contract to be awarded to the New Jersey Office of Harris, St. Lawrence & Chandley, LLP

Tel. No.: (862) 347-1496

Date: 04/01/2016
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 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, or 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. In any suit or administrative proceeding 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.

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: Thomas J. Calagui, Partner
Representative’s Signature: /s/ Thomas J. Calagui
Name of Company: Calagui & Kamey LLP, the law firm of Thomas J. Calagui & Charybdis LLP
Tel. No.: 862-277-1976
Date: 07/01/2016
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Calegari & Konopelski, the New Jersey Office of Harris, F. Hassan & Chambers

Address: 1285 Raymond Blvd, Floor 14 Newark NJ 07102

Telephone No.: (862) 377-1476

Contact Name: Mark J. Leszczyzak

Please check applicable category:

[ ] Minority Owned Business (MBE)  [ ] Minority & Woman Owned Business (MWBE)

[ ] Women Owned business (WBE)  [x] Neither

Definitions

Minority Business Enterprise

A 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, 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

A 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 Calzaghi & Kapecity (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 Calzaghi & Kapecity (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: Calzaghi & Kapecity
The New Jersey Office of Harris & Lawrence & Chandley

Signed

Print Name: Thomas R. Calzaghi
Title: Partner

Date: 04/01/2016

Subscribed and sworn before me this _day of April__, 2016.

My Commission expires:

AMANDA M. ZEGA-GRECO
ID # 6001980
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 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.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.3
CITY OF JERSEY CITY

Part I - Vendors 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 proceeding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committees; 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 (g).

<table>
<thead>
<tr>
<th>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Kenji Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Kramer &quot;Chino&quot; Ramirez</td>
</tr>
<tr>
<td>Lavranos for Council</td>
<td>Councilperson Richard Boggianno</td>
</tr>
<tr>
<td>Councilperson Joyce E. Waterman</td>
<td>Councilperson Michael Yun</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Candice Osborne</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>Town Hall, Harrisburg</td>
<td>16 West 3rd St, Apt 5F, New York, NY 10012</td>
</tr>
<tr>
<td>Andrew St Lawrence</td>
<td>583 2nd St, Apt 1A, New York, NY 11215</td>
</tr>
<tr>
<td>Friga, Chargh</td>
<td>671 East 9th St, Apt 1B, New York, NY 10003</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: Office of Harris, St. Lawrence & Chinghing LLP
Signed: [Signature]
Print Name: Thomas J. Colzam, Date: 09/01/2016

Subscribed and sworn before me this _ day of
My Commission expires:

AMANDA M. ZEGA-GRECO
ID # 50019095
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 23, 2020

(Print name & title of officer) (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: Caloosa Investment Management Center NY</th>
<th>Address: 1400 Raymond Blvd, Floor 14</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City: Norwalk</td>
<td>State: CT</td>
<td>Zip: 06801</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: [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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<tr>
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</tbody>
</table>

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

04/08/14  

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)282-9292.  

I wish you continued success in your business endeavors.  

Sincerely,  

James J. Fruscione  
Director  
New Jersey Division of Revenue  

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  

TAXPAYER NAME: HARRIS, O'BRIEN, ST. LAURENT & CHAUDHRY  
TRADE NAME:  
ADDRESS: 1085 RAYMOND BLVD, 14TH FLOOR  
NEWARK NJ 07102  
EFFECTIVE DATE: 04/08/14  
SEQUENCE NUMBER: 186506  
ISSUANCE DATE: 04/08/14  

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.

COUNCIL

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 15-255 on April 8, 2015 reauthorizing a professional services agreement with Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and several police officers and city officials named in complaints filed by various individuals alleging violation of their civil rights as well as a hostile work environment and gender discrimination; and

WHEREAS, plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

WHEREAS, the City requires the services of Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and other municipal employees in these matters; and

WHEREAS, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

WHEREAS, Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and are qualified to perform these services and will provide these services at a rate of $125.00, including expenses, for a total amount of the remaining balance from the previous contract in the amount of $30,830.20; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Play-to-Play Law); and

WHEREAS, Domenick Carmagnola, Esq. has submitted his Certification of Compliance with city's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the agreement with Domenick Carmagnola of the law firm of Carmagnola and Ritardi needs to be renewed because one year has lapsed; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

WHEREAS, funds are available for the cost of these services in Account No.: 16-14-298-56-000-856; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:
TITLE:
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF
POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER
OF ASTRIAB V. CITY OF JERSEY CITY, ET AL.

1. The agreement with Domenick Carmagnola of the law firm of Carmagnola and Ritardi is
hereby reauthorized for a total amount of the remaining balance from the previous contract in the
amount of $30,830.20.

2. This contract shall be subject to the condition that the vendor provides satisfactory
evidence of compliance with the Affirmative Action Amendments to the Law Against
Discrimination, N.J.S.A. 10:5-31 et seq.

3. This agreement is awarded without competitive bidding as a professional services
Agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the
City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in
substantially the form attached subject to such modification as the Corporation Counsel deems
appropriate or necessary.

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform
Ordinance attached hereto and incorporated herein by reference shall be placed on file with this
resolution.

I hereby certify that there are sufficient funds available in Account No.: 16-14-298-56-000-856
for payment of this resolution.

[Signature]
Matthew Hogan, Risk Manager

[Signature]
John J. Williams, Corporation Counsel

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>GaJewski</td>
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<td>Yun</td>
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<td>Rivera</td>
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<td>Osborn</td>
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<td>Watterman</td>
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<tr>
<td>Boggiano</td>
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<td></td>
<td>Coleman</td>
<td>✓</td>
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<td>Lavarro, Pres.</td>
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<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.

[Signature]
Robert R. Lavaro, 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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF ASTRIAB 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>Jeremy Farrell</td>
<td>201-547-4667</td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td><a href="mailto:JFarrell@jcnj.org">JFarrell@jcnj.org</a></td>
<td></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

Reauthorize the Contract for Calendar Year 2016-2017-No additional funds.

A Complaint was filed by John Astriab against former Chief of Police Robert Troy and several police officers and City officials alleging violation of civil rights as well as hostile work environment and gender discrimination. Due to a conflict of interest, it is necessary to continue to hire outside counsel.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 16-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Outside Counsel Agreement

This Agreement dated the ____ day of ________________, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey 07960, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Astriab 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 andOutside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel’s firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT
professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. **Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. **Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. **Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services’ detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.
Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.
I. **Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. **File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. **Billing**

A. **Rates.**

Outside Counsel shall be compensated at the rate of $125.00 per hour, including expenses. The total amount of this agreement shall not exceed $30,830.20.

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
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.
I. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and
nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

**V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

**VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.
VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest: City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS: Domenick Carmagnola, Esq.

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: __________
APPENDIX A

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

The contractor and the City of Jersey City (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 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 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] Domenick Carmagnola, Esq
[Representative's Signature] __________________________

[Name of Company] Carmagnola & Bittaker, LLC

[Tel. No.: 973-267-4445] Date: 4/22/16
EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Mandatory Equal Employment Opportunity Language
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

understands that their 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 (Printed): Domenick Carmagnola, Esq. – Member
Representative's Signature: [Signature]
Name of Company: Carmagnola & Ricardi, LLC
Tel. No.: 973-267-4445  Date: April 22, 2016
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name: Carmagnola & Ritardi, LLC

Address: 60 Washington St., Suite 300, Morristown, NJ 07960

Telephone No.: 973-267-4445

Contact Name: Domenick Carmagnola, Esq.

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)
- Woman Owned Business (WBE)
- XXX/Neither

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Carmagnola & Ritardi, 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 ___________________________________________(name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

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

Name of Business Entity: Carmagnola & Ritardi, LLC

Signed: [Signature] Title: Member

Print Name: Domenick Carmagnola, Date: April 22, 2016

Subscribed and sworn before me this 22 day of April, 2016
My Commission expires: ______________________________

Michele E. Shafer
Notary Public of New Jersey
My Commission Expires 9-2-2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FIAT 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 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 candidate committees, or political party committees 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>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Frank Gajewski</td>
</tr>
<tr>
<td>Lavazzo for Council</td>
<td>Councilperson Michael Yun</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</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>Domenick Carmagnola</td>
<td>43 Cedar Lake East, Denville, NJ 07834</td>
</tr>
<tr>
<td>Steven F. Ritardi</td>
<td>One Cooper Rd., Mendham, NJ 07945</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: Carmagnola & Ritardi, LLC
Signed: _______________ Title: Member
Print Name: Domenick Carmagnola Date: April 22, 2016

Subscribed and sworn before me this ___ day of ____________
My Commission expires: September 21, 2019

MICHELE E. SHAFFER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/2/2019
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I - Vendor Information

Vendor Name: Carmagnola & Ritardi, LLC
Address: 60 Washington St., Suite 300
City: Morristown State: NJ Zip: 07960

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

Signature
Domenick Carmagnola, Esq. Member

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>NONE</td>
<td></td>
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<td></td>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

[Figure with text and date information]
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: CARMAGNOLA & RITARDI, L.L.C.

ADDRESS: 60 WASHINGTON STREET
MORRISTOWN NJ 07960
EFFECTIVE DATE: 05/17/05

TRADE NAME: 

SEQUENCE NUMBER: 1162631
ISSUANCE DATE: 10/05/05

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution No. 15-219 on March 25, 2015 reauthorizing a professional services agreement with Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and several police officers and City officials named in the complaint filed by various individuals alleging violation of their civil rights as well as a hostile work environment and gender discrimination; and

WHEREAS, the City requires the services of Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and other municipal employees in these matters; and

WHEREAS, the plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

WHEREAS, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

WHEREAS, Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and is qualified to perform these services; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, Domenick Carmagnola, Esq. has submitted his Certification of Compliance with city’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the agreement with Domenick Carmagnola of the law firm of Carmagnola and Ritardi needs to be renewed because one year has lapsed; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the cost of these services in Account No. 16-14-298-56-000-856

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

1. The agreement with Domenick Carmagnola, Esq. of the law firm of Carmagnola and Ritardi is hereby reauthorized for a total amount of the remaining balance from the previous contract in the amount of $14,357.83
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No. 16-14-298-56-000-856 for payment of this resolution.

Matthew Hagan, Risk Manager

APPROVED: 

APPROVED: 

APPROVED AS TO LEGAL FORM

Certification Required □ Not Required □

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<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>GAJEWKO</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.

Robert R. Lavezzo, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMENICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE 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>Jeremy Farrell</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:JFarrell@jcnj.org">JFarrell@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

Reauthorize the Contract for Calendar Year 2016-2017-No additional funds.

A Complaint was filed by Valerie Montone against former Chief of Police Robert Troy and several police officers and City officials alleging violation of civil rights as well as hostile work environment and gender discrimination. Due to a conflict of interest, it is necessary to continue to hire outside counsel.

Cost (Identify all sources and amounts)  

| Insurance Fund Commission. 16-14-298-56-000-856 |

Contract term (include all proposed renewals)

| One Year |

Type of award Direct/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
Outside Counsel Agreement

This Agreement dated the ___ day of ____________, 2016 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey 07960, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Montone v. City of Jersey City, et al.

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

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

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

B. City Conflicts.

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

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel’s responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel’s knowledge of the City’s legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship only with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel’s responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel’s advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,
will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel’s principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel’s principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel’s engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel’s firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.
The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time
has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel’s approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City’s legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even “no comment” or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a “vendor”), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor’s engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).
Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel’s responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City’s sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City’s “Pay-to-Play” ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer’s or employee’s public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.
The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $125.00 per hour, including expenses. The total amount of this agreement shall not exceed $14,357.83.

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.

I. 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-flier miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel’s representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel’s control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel’s offices—either physically or over the public internet—unless the information is appropriately encrypted. In the event information is
compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of
termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties’ authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest: City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

Domenick Carmagnola, Esq.

WITNESS:

By:
Firm:
APPENDIX A

CONFIDENTIALITY AGREEMENT

(Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the “City”) pursuant to an “Outside Counsel Agreement” dated __________, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City’s Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor’s charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor’s suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor’s charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor’s charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor’s charge or employ receives a subpoena, demand, or other request for any of the City’s documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City’s documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor’s confidentiality obligations or other event requiring notification under applicable law (“Notification Event”), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.
6. This Confidentiality Agreement shall survive the Subcontractor’s termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: ________________________________

By: ________________________________

Title: ________________________________

Date: _________
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 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 data 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 16 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
General, 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 contractor/company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): Domenick Carmagnola, Esq. – Member
Representative’s Signature: [Signature]
Name of Company: Carmagnola & Ricardi, LLC
Tel. No.: 973-267-4445 Date: April 22, 2016
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §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. The contractor expressly understands and agrees that the provisions of this indemnification clause shall not in any 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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Domenick Carmagnola, Esq.
Representative's Signature: ____________________________

Name of Company: Carmagnola & Ritaldi, LLC
Tel. No.: 973-267-4445

Date: 4/22/16
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: Carmagnola & Ritardi, LLC
Address: 60 Washington St., Suite 300, Morristown, NJ 07960
Telephone No.: 973-267-4445
Contact Name: Domenick Carmagnola, Esq.

Please check applicable category:

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

_____ Woman Owned Business (WBE)  _____ Neither

Definitions:
 Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: Carmagnola & Ritardi, LLC

Signed: [Signature] Title: [Title] Member

Print Name: Domenick Carmagnola, Date: April 22, 2016

Subscribed and sworn before me this 22 day of April, 2016.

My Commission expires: [Signature of Notary Public]

MICHÈLE E. SHAFFER, NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/2/2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAR 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 committees 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>Election Fund for Steven Fulop (2013)</th>
<th>Councilperson Frank Gajewski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Fulop</td>
<td>Councilperson Khemraj &quot;Chico&quot; Ramchel</td>
</tr>
<tr>
<td>Team Fulop Runoff</td>
<td>Councilperson Richard Boggiano</td>
</tr>
<tr>
<td>Lavaro for Council</td>
<td>Councilperson Michael Yu</td>
</tr>
<tr>
<td>Councilperson Joyce E. Watterman</td>
<td>Councilperson Candice Osborne</td>
</tr>
<tr>
<td>Councilperson Daniel Rivera</td>
<td>Councilperson Diane Coleman</td>
</tr>
</tbody>
</table>

Part II – Ownership Disclosure Certification
Icertify 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>Domenick Carmagnola</td>
<td>43 Cedar Lake East, Denville, NJ 07834</td>
</tr>
<tr>
<td>Steven F. Ritardi</td>
<td>One Cooper Rd., Mendham, NJ 07945</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 presumed under law.

Name of Business Entity: Carmagnola & Ritardi, LLC
Signed: [Signature]
Print Name: Domenick Carmagnola
Title: Member
Date: April 22, 2016

MICHELE E. SHAFFER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/22/2019
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

| Vendor Name: | Carmagnola & Ritardi, LLC |
| Address: | 60 Washington St., Suite 300 |
| City: | Morristown |
| State: | NJ |
| Zip: | 07960 |

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

Domenick Carmagnola, Esq. Member

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>
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<th>Dollar Amount</th>
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</thead>
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</table>

☐ Check here if the information is continued on subsequent page(s)
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 525
TRENTON, N J 08646-0252

TAXPAYER NAME:
CARMAGNOLA & RITARDI, L.L.C.

ADDRESS:
60 WASHINGTON STREET
MORRISTOWN NJ 07960

EFFECTIVE DATE:
06/17/05

TRADE NAME:

SEQUENCE NUMBER:
1152631

ISSUANCE DATE:
10/05/05

FORM-BRC(08-01)
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
Resolution of the City of Jersey City, N.J.

Title:

RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT AFFECTING AN AFFORDABLE HOUSING PROJECT ON PROPERTY KNOWN AS 117-119 BOSTWICK AVENUE A/K/A BLOCK 23405, LOT 19, F/K/A BLOCK 1306, LOT 21A

WHEREAS, the Community Asset Preservation Alliance of Jersey City, Inc. (CAPA), a duly incorporated nonprofit housing corporation whose purpose is to act for the general improvement of housing and community conditions is the owner of 117-119 Bostwick Avenue a/k/a Block 23405, Lot 19 formerly known as Block 1306, Lot 21A (Property); and

WHEREAS, in 2011 CAPA executed two (2) mortgages with the City utilizing a total of $1,577,470.00 using United States Department of Housing & Urban Development (HUD) Neighborhood Stabilization Program (NSP) funds for the rehabilitation of the Property to create thirteen (13) affordable rental housing units; and

WHEREAS, the CAPA executed mortgages with the City self-amortize over a period of at least twenty (20) years provided the Property remains as affordable rental housing; and

WHEREAS, the Community Loan Fund of New Jersey, Inc. (CLF) loaned CAPA $284,266, secured by a first mortgage, to be used for the acquisition and renovation of the Property; and

WHEREAS, CAPA now desires to refinance their first mortgage with Crown Bank in order to cover additional unanticipated closing costs, for a total first mortgage equal to $290,000;

WHEREAS, in order to refinance the new mortgage, the City needs to subordinate its two mortgages, even though the property only appraised for $970,000.00; and

WHEREAS, the City's original two mortgages of $1,577,470, which were recorded on March 17, 2011 in Block 17875, at page 824, shall remain in second lien position; and

WHEREAS, the City's Division of Community Development has reviewed CAPA's request for the City to subordinate its loan to the loan of CLF and recommends that the City agrees to the subordination even though the value of the property only appraised for $970,000.00, because the funds will be used to maintain desperately needed additional affordable housing rental units in Jersey City.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's liens affecting 117-119 Bostwick Avenue also known as of Block 23405, Lot 19 f/k/a Block 1306, Lot 21A only to the interests of the new first mortgage of Crown Bank in the total maximum amount of $290,000.

JML/9/16

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ___ day of May, 2016, by and among the following: Community Asset Preservation Alliance of Jersey City, Inc. (CAPA), hereinafter referred to as "Owner" or "Borrower", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and the Crown Bank, hereinafter referred to as "Lender".

WITNESSTH

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

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

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

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 117-119 Bostwick Avenue, Jersey City, New Jersey a/k/a Block 23405, Lot 19 formerly known as Block 1306, Lot 21A.

2. The superior debt is more fully described in a note in the original principal sum of $290,000.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sum of $1,577,470.00 executed by Borrower on January 31, 2011, recorded on March 17, 2011 in Book 17675, at page 824 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 May, 2016.

CITY OF JERSEY CITY

By: __________________________________________________________________________

Robert J. Kakoleski
Business Administrator

STATE OF NEW JERSEY )
COUNTY OF HUDSON )

I CERTIFY that on May _____, 2016, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

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

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

James M. LaBianca
Attorney at Law, N.J.
RESOLUTION AUTHORIZING AN AGREEMENT AS A COMPETITIVE CONTRACT WITH MASER CONSULTING, P.A TO PROVIDE PROFESSIONAL PLANNING SERVICES

WHEREAS, the City of Jersey City (City) requires the services of a consultant to provide professional planning services for the preparation of Resiliency Planning Documents; and

WHEREAS, the New Jersey Department of Community Affairs awarded the City a Post Sandy Planning Assistance Grant in the amount of $260,000.00 to prepare the Resiliency Planning Documents; and

WHEREAS, in accordance with the fair and open process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5 et seq., the City issued a Request for Proposals (RFP) on March 3, 2016 and publicly advertised notice of the availability of the RFP on that same date; and

WHEREAS, the City received seven proposals in response to the RFP; and

WHEREAS, a selection committee reviewed the proposals received and determined that the proposal submitted by Maser Consulting, P.A., 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701 was most responsive to the RFP; and

WHEREAS, this contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) which is considered a fair and open process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

WHEREAS, the maximum amount of the contract in question is $260,000.00; and

WHEREAS, these funds are available in Account No. 02-213-40-579-314, PO # 120463; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, Maser Consulting P.A. (Maser) has submitted its certification of compliance with the City's Contractor Pay-to-Play Ordinance 08-128 adopted on September 3, 2008;

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 contract as attached with Maser to provide professional planning services to prepare Resiliency Planning Documents;

2. The total contract amount is $260,000.00. The term of the contract shall be 12 months to commence upon execution of a grant agreement between the City of Jersey City and the NJ Department of Community Affairs for a Post Sandy Planning Assistance Grant;
3. Notice of this contract award shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;

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

5. This Agreement shall be subject to the condition that Maser provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

7. Maser has been selected using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5 et seq.; and

8. The certification of compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of $260,000.00 are available in Account No. 02-213-40-579-314, PO # 120953.

Donna Mauer
Chief Financial Officer

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<thead>
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<th>COUNCILPERSON</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.

Robert 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

<table>
<thead>
<tr>
<th>RESOLUTION AUTHORIZING AN AGREEMENT AS A COMPETITIVE CONTRACT WITH MASER CONSULTING, P.A TO PROVIDE PROFESSIONAL PLANNING SERVICES</th>
</tr>
</thead>
</table>

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEDC</td>
<td>Maryann Bucci-Carter, AICP/PP, Acting Director</td>
<td>201-547-5050, <a href="mailto:maryanmb@jcnj.org">maryanmb@jcnj.org</a></td>
</tr>
<tr>
<td>City Planning</td>
<td>Willow Latham, Senior Planner</td>
<td>201-547-4428, <a href="mailto:wlatham@jcnj.org">wlatham@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 purpose of this contract is to hire Maser Consulting, P.A. (Maser) to prepare Resiliency Planning Documents, which, collectively, will describe a strategy to improve the City’s resiliency. Since Superstorm Sandy, the City has undertaken various studies and initiatives to help the City better prepare for and recover from future storms, and this project will help coordinate the findings and recommendations of some of these on-going, piecemeal efforts. Furthermore, a major component of this undertaking will be the preparation and adoption of key planning documents that provide a roadmap for improving the City’s ability to withstand and recover from the effects of future storms, in particular as it relates to the built environment. These documents shall recommend specific actions for the City to undertake and consist of a Resilience Plan, Adaptation Plan, Urban Environmental Design Plan, Zoning and Building Codes plus Design Standards, and a Capital Improvement Plan.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Account No. 02-213-40-579-314 ($260,000) | 12 months after execution of a grant agreement between the City and NJ Department of Community Affairs for a Post Sandy Planning Assistance Grant |

Type of award  Competitive Contract

If “Other Exception”, enter type

Additional Information

The New Jersey Department of Community Affairs (DCA) awarded the City a $260,000 Post Sandy Planning Assistance Grant to fund the preparation of Resiliency Planning Documents. There is no local match requirement. However, before Maser can begin work, the NJ DCA must approve the City’s procurement process and an agreement between the City and DCA must be executed.

I certify that all the facts presented herein are accurate.

Maryann Bucci-Carter, AICP, PP
Division Director

Anthony Cruz
Department Director

Date 5/2/16

Date 5/5/16
City of Jersey City, NJ
Division of City Planning

PROFESSIONAL PLANNING SERVICES:
RESILIENCY PLANNING DOCUMENTS

Executive Summary
On March 23, 2016 the City received seven (7) proposals in response to its Request for Proposals for Professional Planning Services: Resiliency Planning Documents issued on March 3, 2016:

The evaluation committee rankings of the proposals appear below. One proposal, submitted by Stantech, was disqualified as non-responsive to the RFP.

<table>
<thead>
<tr>
<th></th>
<th>MASER</th>
<th>BFJ</th>
<th>T&amp;M</th>
<th>HGA</th>
<th>CCH</th>
<th>LANGAN</th>
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<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

The proposals were evaluated according to criteria established by the Purchasing Agent in the Request for Proposals.

The proposal submitted by Maser the highest combined scores amongst the committee.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11 - 4.1 et seq), it is recommended that a Professional Planning Services contract be awarded to Maser Consulting P.A.

The professional planning services will be provided at a total cost to the City of $260,000.

The term of this contract will be for one (1) year.
Background
Competitive contracting (N.J.S.A. 40A:11-4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. On March 23, 2016 the City received seven responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued on March 3, 2016 is contained in Appendix A.

Introduction/ Scope of Services
The City of Jersey City (the City) received $260,000 from the NJ Department of Community Affairs Post Sandy Planning Assistance Grant Program, which will be used to hire a qualified consultant team to prepare various planning documents that, collectively, describe a strategy to improve the City’s resiliency. Since Superstorm Sandy, the City has undertaken various studies and initiatives to help the City better prepare for and recover from future storms, and this project will help coordinate the findings and recommendations of some of these on-going, piecemeal efforts. Additionally, local utility authorities, neighboring municipalities, and other regional jurisdictions have completed or are in the process of developing plans and initiatives to increase resiliency, and this project will consider and coordinate with those efforts to the greatest extent possible. A major component of this undertaking will be the preparation and adoption of key planning documents that provide a roadmap for improving the City’s ability to withstand and recover from the effects of future storms, in particular as it relates to the built environment.

The Professional Planning Services to be contracted are to produce documents recommending specific actions for the City to undertake, and consist of the following five deliverables:

- **Resilience Master Plan**
  The Resilience Master Plan shall describe the framework for the work necessary to create a city that is better prepared for and better able to recover from future storms. The Resilience Master Plan shall describe baseline conditions, including an inventory of completed and on-going efforts related to resilience. The Resilience Master Plan shall include a vision statement, a set of goals, and overarching strategies that increase the City’s resilience.

- **Adaptation Master Plan**
  The Adaptation Master Plan shall be an action plan that describes specific projects and/or initiatives for the City to undertake that support the vision and goals of the Resilience Master Plan.

- **Urban Environmental Design Plan**
  The Urban Environmental Design Plan shall describe strategies that mitigate storm impacts, including stormwater management techniques. The Urban Environmental Design Plan shall emphasize the installation of green infrastructure in City-owned spaces, such as sidewalks and parks.
Zoning and Building Code plus Design Standards
The consultant shall develop proposed amendments to zoning and building code to increase the City’s resilience. These amendments shall be consistent with the Adaptation Master Plan. To provide greater detail, the consultant shall develop design standards with specific guidelines and/or requirements to ensure that proposed zoning and building code requirements are consistent with the City’s goals.

Capital Improvement Plan
The five-year Capital Improvement Plan shall focus municipal capital investment on public facilities, fleets and equipment to improve the City’s resilience, in particular, those identified by the Resilience Master Plan and Adaptation Master Plan.

Evaluation Criteria
Competitive contracting was used to evaluate the proposals based on the following matrix:

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum Points</th>
<th>Comments</th>
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</table>
| A. Demonstrated Effectiveness and Capacity | 40             | • Description of services to be provided and capacity to do so  
• Knowledge of applicable rules/regulations and best practices  
• Successful performance in providing similar resiliency documentation services for other organizations/jurisdictions located in densely-populated urban areas  
• Financial stability and ongoing ability to provide the services proposed  
• Availability of adequate staffing, including support and backup staff  
• Experience and technical expertise of assigned staff and appropriateness of staff roles and assignments  
• Professional licenses, certifications, and affiliations. The project manager of the Respondent team must be a Professional Planner (PP) licensed by the State of New Jersey and a certified planner by the American Institute of Certified Planners (AICP). |
| B. Proposal Quality                  | 30             | • Efficiency and effectiveness of the proposed project approach and methodology in |

3
City of Jersey City
Division of City Planning
Evaluation of Professional Planning Services: Resiliency Planning Documents
May 11, 2016

| Evaluation Committee |

The evaluation committee consisted of five (5) senior employees and one (1) member of the Jersey City Environmental Commission:

- Marcos Vigil, Deputy Mayor
- Doug Carlucci, Mayor’s Office
- Tanya Marione, City Planning
City of Jersey City  
Division of City Planning  
Evaluation of Professional Planning Services: Resiliency Planning Documents  
May 11, 2016

- Naomi Hsu, City Planning  
- Benjamin DeLisle, Jersey City Redevelopment Agency  
- Michelle Luebke, Jersey City Environmental Commission

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

Proposals Received
A total of seven (7) proposals were received in response to the City’s RFP. One proposal, submitted by Stantech (cost $260,000), was disqualified as non-responsive to the RFP. The responsive proposals are listed below with the proposed costs:

<table>
<thead>
<tr>
<th>Proposal</th>
<th>Cost</th>
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<td>CCH</td>
<td>$259,751</td>
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<tr>
<td>LANGAN</td>
<td>$260,000</td>
</tr>
</tbody>
</table>

Summary of Proposals
With the exception of Stantech’s submission, all proposals were responsive to the RFP and covered the scope of work as stated in the RFP.


Clarke Caton-Hintz submitted a proposal in association with Michael Baker International and Haas Media.


Langan submitted a proposal in association with Terrapin Bright Green.

Stantech submitted a proposal in association with H2M Architects and Engineers, KS Engineers P.C., Dr. Philip Orton of Stevens Institute of Technology, Curtis Ginsberg Architects, and Tischler Bise.

T&M submitted a proposal in association with eDesign Dynamics and Grant Engineering and Consulting Group.

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

TAXPAYER NAME:
MASER CONSULTING P.A.

TAXPAYER IDENTIFICATION#:

ADDRESS:
331 NEWMAN SPRINGS RD
RED BANK NJ 07701-5689

EFFECTIVE DATE:
10/15/85

TRADE NAME:
MASER ASSOCIATES

SEQUENCE NUMBER:
0099895

ISSUANCE DATE:
06/08/04

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

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MASER CONSULTING P.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 MASER CONSULTING P.A. (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: MASER CONSULTING P.A.

Signed __________________________ Title: Chairman/CEO

Print Name Richard M. Maser

Date: May 2, 2016

Subscribed and sworn before me this 2 day of May 2016

My Commission expires: ____________

JANIS LEE DORAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 31, 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.**
AGREEMENT

Agreement made this day of , 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and MASER CONSULTING P.A., located at 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701 ("Consultant").

WHEREAS, the City requires professional planning services for the preparation of Resiliency Planning Documents; and

WHEREAS, the Consultant submitted a proposal dated March 23, 2016 ("Consultant’s Proposal"), in the amount of Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00), attached hereto; and

WHEREAS, the Consultant has the skills and expertise necessary to undertake this project in matters relating to professional planning services for the Project; and

WHEREAS, this Agreement was authorized by Resolution No. __________ approved on __________, 2016;

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

The purpose of this agreement is for Consultant to provide the City with professional services to prepare Resiliency Planning Documents.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all of the required professional planning services in accordance with this Agreement, the Request for Proposals ("RFP") prepared by the City, and Consultant’s Proposal, which are attached hereto and incorporated herein by reference. This Agreement, the RFP, and the Consultant’s Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement, the provisions of the RFP, and the provisions of Consultant’s Proposal, the provisions of this Agreement shall govern over the provisions of the RFP and the Consultant’s Proposal, and the provisions of the RFP shall govern over the Consultant’s Proposal. The City agrees in principle that the work elements, deliverables and requirements outlined in the RFP have been incorporated in the Consultant’s Proposal Scope of Work and the study will be executed in a manner consistent with the Proposal Scope of Work. Should, during the conduct of professional planning services, the City and the Consultant agree that refinements to the work plan, consistent with the intent of the RFP and the Scope of Work, would be desirable, the parties will jointly agree on those changes, within the limits of the budget for the individual deliverables and the Project as a whole.

2. Such described services shall be performed during a period of twelve (12) months after execution of a grant agreement between the City of Jersey City and the New Jersey Department of Community Affairs for a Post Sandy Planning Assistance Grant. In the event that the described services are not completed within the time frame specified in
the RFP ("Professional Planning Services: Resiliency Planning Documents," dated March 3, 2016, the City shall not be responsible for any of the cost of the services.

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

ARTICLE III

Contractual Relationship

4. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services. The Parties acknowledge that Consultant's means and methods will be based on information provided by the City of Jersey City and others.

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

ARTICLE IV

Compensation and Payment

6. Compensation for the performance of professional services described in this Agreement will be in accordance with Consultant’s Proposal, with a total contract
amount not to exceed Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00); and

7. Consultant shall submit to City invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant’s Proposal. A progress report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

ARTICLE V
Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

1.) Comprehensive General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate; including Products & Completed Operations coverage.

2.) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of $1,000,000.

3.) Automobile Liability in the amount of $1,000,000 combined single limit.

4.) Professional Liability in the amount of $2,000,000 per occurrence in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.
A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name.

ARTICLE VI

Personnel of the Consultant

11. The Consultant shall engage at his sole expense and be responsible for, all planners, engineers, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The Consultant shall pay to any such planners, engineers, cost estimators and experts employed on the project, monies commensurate with the professional planning services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.
ARTICLE VII
Progress Report

13. The Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

ARTICLE VIII
Suspension or Termination

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.
ARTICLE IX
Arbitration

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

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of City Planning or any claim or dispute covered by this Article.

ARTICLE X
Nondiscrimination

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI
Compliance With Affirmative Action Plan

19. 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.

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:
1.) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $40,000.00) provided by City.

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

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

21. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

22. The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and from costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.
ARTICLE XIV
Entire Agreement

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

24. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV
MANDATORY BUSINESS REGISTRATION REQUIREMENTS
Non Construction Contracts

25. 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. 40:11-2).

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

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

26. This contract was awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008 and pursuant to Certification of Compliance submitted by the Consultant to the City of Jersey City with its proposal Dated June 11, 2015. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or officers 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 Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or officers make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.
CITY OF JERSEY CITY

ATTESTS:

ROBERT J. KAKOLESKI  ROBERT BYRNE
Business Administrator  City Clerk

Date: ______________________  Date: ______________________

ATTEST:

MASER CONSULTING P.A.

BY: ______________________

NAME
TITLE

APPROVED AS TO LEGAL FORM

RAY REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager
Resolution of the City of Jersey City, N.J.

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MANILA AVENUE/GROVE STREET FROM SIXTH STREET TO FIRST STREET BEGINNING 7:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 29, 2016 AT THE REQUEST OF THE CATHOLIC ACTION OF MARY – ST. MARY’S CHURCH FOR THE PURPOSE OF SANTACRUZAN & FLORES de MAYO

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary – St. Mary’s Church to close Manila Avenue/Grove Street from Sixth Street to First Street beginning 7:00 a.m. and ending 9:00 p.m. Sunday, May 29, 2016 for the purpose of Santacruzan & Flores de Mayo; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Manila Avenue/Grove Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2), 296-73(D) and 122-8(A)(C) as more than one block at a time will be closed, the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Manila Avenue/Grove Street from Sixth Street to First Street beginning 7:00 a.m. and ending 9:00 p.m. Sunday, May 29, 2016.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

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

Ramundo R. Lavarro, Jr., President of Council

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

**Full Title of Resolution**

| A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MANILA AVENUE/GROVE STREET FROM SIXTH STREET TO FIRST STREET BEGINNING 7:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 29, 2016 AT THE REQUEST OF THE CATHOLIC ACTION OF MARY – ST. MARY’S CHURCH FOR THE PURPOSE OF SANTACRUZAN & FLORES de MAYO |

**Initiator**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Joao D’Souza at the request of Linda Mayo on behalf of Catholic Action of Mary – St. Mary’s Church, 209 Third Street, JCNJ 201.388.1260</td>
<td>Director of Traffic &amp; Transportation</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201.547.4470</td>
<td><a href="mailto:JOAO@jcnj.org">JOAO@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**

| AUTHORIZING THE CLOSING OF MANILA AVENUE/GROVE STREET FROM SIXTH STREET TO FIRST STREET BEGINNING 7:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 29, 2016 FOR THE PURPOSE OF SANTACRUZAN & FLORES de MAYO |

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

5/10/16

Date
RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Manila Ave/Grove St from Sixth St to First St

PURPOSE OF EVENT: Santacruzan & Flores de Mayo

BEGINS: 7AM. ENDS: 9PM Sunday, May 29, 2016

APPLICANT: Linda Mayo

ORGANIZATION: Catholic Action of Mary - St. Mary’s Church

ADDRESS: 209 Third St, Jersey City NJ 07302

PHONE #: 201.388.1260

BEING WAIVED: More than one block at a time closed, nonresident, start time
NOTE

INDEX SERVICE FOR THIS VOLUME IS MAINTAINED IN THE LOOSE-LEAF GENERAL INDEX BOOK

NOTE

V OR VAC. = VACANT
V = VAC & OPEN
V B. = VACANT & BOARDED UP

INDEX

TITLE / SEQUENCE OF NUMBERS

INDEX / DETAIL SHEETS

KEY

© 1905, MARCH 2005, SANBORN

Hudson County, N.J.
Jersey City Vol. 1
(Ret Map)
<table>
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RESOLUTION APPOINTING SAMUEL A. BERMAN
AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 3, 2016, that he has appointed Samuel A. Berman, of 341 Marin Boulevard, Apt#1, Jersey City, New Jersey, 07302, as a member of the Jersey City Redevelopment Agency, replacing John D. Petkanas, who has resigned, for a period to commence immediately and expire on June 30, 2017.

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

sjg

APPROVED:
APPROVED AS TO LEGAL FORM

APPROVED:
Business Administrator

APPROVED:
Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.11.16

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
GAJIEWSKI ✓ YUN ✓ ✓ RIVERA
RANOHAL ABSENT ✓ OSBORNE ✓ ✓ WATTERMAN
BOGGIANO ✓ ✓ ✓ 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 R. Lavarrro, Jr., President of Council
Robert Bynoe, City Clerk
Dear President and Members,

Kindly be advised that I have appointed Samuel A. Berman, of 341 Marin Boulevard, Apt. #1, Jersey City, New Jersey, 07302, as a Member of the Jersey City Redevelopment Agency. Mr. Berman is replacing John D. Petkanas, who has resigned. Mr. Berman's term will commence immediately upon the adoption of a resolution and will expire on June 30, 2017.

I respectfully request your advice and consent on this matter.

Very truly yours,

Steven M. Fulop
Mayor

C: Jeremy Farrell, Corporation Counsel
   Robert Kakoleski, Business Administrator
   Robert Byrne, City Clerk
   Barbara Amato, Secretary, J.C. Redevelopment Agency
   Mark Albiez, Chief of Staff
   Nancy Warlikowski, Mayor's Office
   Samuel A. Berman
EDUCATION
Rutgers University, School of Arts and Sciences Honors Program, New Brunswick, NJ
B.A. in Political Science, minor in Economics and History, Summa Cum Laude, May 2014
GPA 3.939
Certificate in Political Science from the Eagleton Institute of Politics

HONORS
Cap and Skull Senior Honor Society
- One of eighteen seniors selected from the class of 2014 for excellence in student leadership on campus

WORK EXPERIENCE
Mayor’s Office, Jersey City, NJ
Aide
- Act as a liaison between the Mayor and various city departments and programs.
- Support communications staff in promoting the Mayor’s agenda.

M Public Affairs, New York City, NY
Intern
- Conduct in-depth research on a variety of issues impacting private, non-profit, and public sector clients.
- Develop and implement political and communications strategies to help clients achieve their goals.

Roy Cho for Congress, NJ
Field Organizer
- Responsible for direct management of Field operations and personnel for multiple Field offices district-wide.
- Field operations ranged from visibility/recruitment to voter contact and GOTV operations.

BOARDS AND COMMITTEES
Student Assembly, Rutgers University
Student Representative to the University Senate Executive Committee
- Represented student concerns on the Rutgers University Senate along with other University stakeholders.
- Worked to improve student experience through public safety, transportation, and other initiatives.

Vice President’s Leadership Cabinet, Rutgers University
Committee Member
- Met bi-weekly with top Rutgers University administration officials to represent student concerns, facilitate improved communication.

TECHNICAL SKILLS
Votebuilder, Maple, Stata, Java, Excel, Network troubleshooting