



AGENDA

CITY OF CAMDEN

CITY COUNCIL SPECIAL MEETING

December 3rd, 2024 – 4:00 p.m.

Honorable Angel Fuentes, Council President

Honorable Sheila Davis, Vice-President

Honorable Chris Collins

Honorable Nohemi Soria-Perez

Honorable Jannette Ramos

Honorable Falio Leyba-Martinez

Honorable Arthur Barclay

Honorable Victor Carstarphen, Mayor

Daniel S. Blackburn, City Attorney

Howard McCoach, Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA

SPECIAL MEETING

DECEMBER 3RD, 2024 – 4:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

PUBLIC COMMENT

***Public comment for resolutions and/or any other concerns
(Limited to 3 continuous minutes)**

PRESENTATIONS

Retirement of Fifteen (15) Fire Fighters

RESOLUTIONS

Administration

1. Resolution Approving The **Purchase Of Led Display Signs From Kc Awnings** For Community Centers And Parks Using American Rescue Plan State Local Fiscal Recovery Funds
2. Resolution Authorizing An **Employment Agreement With The Business Administrator** And Authorizing A Shared Services Agreement Between The City Of Camden And Camden County For The Provision Of Services Coordinating Camden County Capital Infrastructure Projects In The City Of Camden

3. Resolution Authorizing A Memorandum Of Understanding With The State Of New Jersey, Department Of Community Affairs, Division Of Local Government Services On Receipt Of **2024 Calendar Year Transitional Aid To The City Of Camden**
4. Resolution Authorizing A **Contract To Various Vendors For Community Service Provider** With The Use Of American Rescue Plan State Local Fiscal Recovery Funds (By Title)

Human Services Department

5. Resolution **Authorizing The Purchase Of A 2025 Ford E450** Vehicle Through Hunterdon County Education Services Commission Cooperative Using American Rescue Plan State Local Fiscal Recovery Funds

Department of Public Works

6. Resolution **Authorizing The Purchase Of Two (2) Ford F250 Pickup Trucks** Through County Cooperative Using American Rescue Plan State Local Fiscal Recovery Funds (By Title)
7. Resolution **Authorizing The Purchase And Installaton Of Hvac Units** For Various Locations Through County Cooperative Using American Rescue Plan State Local Fiscal Recovery Funds
8. Resolution **Authorizing A Contract To Northeast Roof Maintenance** For Roof Replacement At The Public Works Building Using American Rescue Plan State Local Fiscal Recovery Funds

ADJOURNMENT

Please note summary of Public Decorum rules below.

Rule XVII: Decorum

Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.

City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.

DB:AV
12-03-24

R-1

**RESOLUTION APPROVING THE PURCHASE OF LED DISPLAY SIGNS FROM
KC AWNINGS FOR COMMUNITY CENTERS AND PARKS USING AMERICAN RESCUE
PLAN STATE LOCAL FISCAL RECOVERY FUNDS**

WHEREAS, there exists a need to purchase LED display signs for several community centers and parks; and

WHEREAS, pursuant to N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the City of Camden is a member of the Educational Services Commission of New Jersey Pricing System #65MCECCPS (ESCNJ) for the purchase of goods and services; and

WHEREAS, the City has a need to purchase 3 LED display signs for City community centers including: Malandra Hall, Isabel Miller, and Martin Luther King Community Center; and 5 LED monument signs for City parks including: Reverend Evers Park, Roosevelt Plaza Park, Penn Street & Linden, Dudley Grange and Farnham Park from KC Awnings in the amount of (TBD); and

WHEREAS, the Purchasing Agent recommends the City purchase the aforementioned LED signs from KC Sign & Awnings via ESCNJ BID#21/22-26 to best serve the needs of the City; and


WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the budget of the City of Camden under line item "G-02-FF-712-20V" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded under The Educational Services Commission of New Jersey to procure LED display signs for several community centers and parks from KC Awnings, in the amount not to exceed (TBD), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: December 3, 2024

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

Special notes

COUNCIL MEETING DATE: 12/03/2024

TO: City Council
FROM: Timothy J. Cunningham, Business Administrator

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING THE PURCHASE OF LED DISPLAY SIGNS FROM KC AWNINGS FOR SEVERAL COMMUNITY CENTERS/PARKS WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact: Lateefah Chandler, Admin-Purchasing, 856-757-7475, lachandl@ci.camden.nj.us

ENDORSEMENTS

Table with 4 columns: Recommend Approval (Y/N), Signature, Date, Comments. Includes rows for Responsible Department Director, Qualified Purchasing Agent, and Director of Finance.

Approved by: Business Administrator

Signature _____ Date _____

Attachments (list and attach all available):

- 1. Waiver Request Form Attached for State DCA/DLGS Approval - (if applicable)1
2. Certification of Funds2
3. Addition supporting documents.

Walk-on note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by: City Attorney

Signature [Handwritten Signature]

Date NOV 26 2024

1 For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance
2 Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION APPROVING THE PURCHASE OF LED DISPLAY SIGNS FROM KC AWNINGS FOR SEVERAL COMMUNITY CENTERS/PARKS WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- KC Sign & Awnings will provide 3 LED display signs for Malandra Hall, Isabel Miller & Martin Luther King Community Center via ESCNJ Bid #21/22-26 @ 17,995 each
- Each of these community centers were recently renovated and there is no signage to identify the building.
- LED monument signs for 5 park locations
 - Reverend Evers Park
 - Roosevelt Plaza Park
 - Penn St & Linden
 - Dudley Grange
 - Farnham Park

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: TBD

APPROPRIATION NUMBER: G-02-FF-712-20V

PROCUREMENT: N.J.A.C 5:34-7.1 – ESCNJ 21/22-26

IMPACT STATEMENT:

- Replacement signage will allow residents and guests to identify the City's community centers, parks along with important community information

SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

Name

Phone/Email

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	KC AWNINGS & SIGNS
Purpose or Need for service:	PURCHASE OF 3 LED DISPLAY SIGNS & 5 MONUMENT SIGNS.
Contract Award Amount	TBD
Term of Contract	~ 3 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N/A
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJCA 5:34-7.1
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

_____ Date _____
Mayor's Signature*

_____ Date _____
Business Administrator/Manager Signature

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Financial Officer affirms that there is adequate funding available for this action.

Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date _____

For LGS use only:

 Approved Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

HM:DB
12-03-24

RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT WITH THE BUSINESS ADMINISTRATOR AND AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAMDEN COUNTY FOR THE PROVISION OF SERVICES COORDINATING CAMDEN COUNTY CAPITAL INFRASTRUCTURE PROJECTS IN THE CITY OF CAMDEN

WHEREAS, N.J.S.A. 40A:65-1 et. seq. authorizes local units of government to enter into agreements for the joint provision of services; and

WHEREAS, N.J.S.A. 40A: 9-136 and §7-17 of the Camden City Code authorize the appointment of a Business Administrator for the City of Camden with the powers and duties provided for therein; and

WHEREAS, the City of Camden and Camden County desire to enter into a Shared Services Agreement whereby the City will utilize the City Business Administration/Staff Attorney to assist the County with the coordination of County Capital Infrastructure Projects in the City of Camden which is attached hereto as Exhibit A; and

WHEREAS, the City of Camden and Camden County desire this Shared Services Agreement to be in effect for a period of three (3) years, commencing on January 1, 2025 and terminating on December 31, 2027; and

WHEREAS, the City of Camden also seeks to enter into an employment agreement with the Business Administrator which is attached hereto as Exhibit B; and

WHEREAS, during this period, the City will utilize the City Business Administrator/Staff Attorney to provide the services as specified in N.J.S.A. 40A: 9-136, §7-17 of the Camden City Code and in the employment agreement, attached hereto; and

WHEREAS, during this period, the City will utilize the City Business Administrator/Staff Attorney to assist the County with the coordination of County Capital Infrastructure Projects in the City of Camden pursuant to the Shared Services Agreement, attached hereto; and

WHEREAS, there is also a need to establish the rights and responsibilities of the City of Camden and Camden County as it relates to the services for utilizing the City Business Administrator/Staff Attorney to assist the County with Capital Infrastructure Projects in the City of Camden for which the County will reimburse the City \$150,000.00 per year for three (3) years which shall supplement and be included in the salary paid to the Business Administrator by the City of Camden during this period; now, therefore


BE IT RESOLVED by the City of Council of the City of Camden that a Shared Services Agreement is hereby authorized between the City of Camden and the County of Camden for the above stated reasons.

BE IT FURTHER RESOLVED by the City of Council of the City of Camden that an appropriate Official of the City of Camden is hereby authorized to enter into and execute the employment agreement between the City of Camden and the Business Administrator for the above stated reasons.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: December 3, 2024

The above has been reviewed and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

Shared Services Agreement

AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN AND THE CITY OF CAMDEN FOR THE PROVISION OF COORDINATING CAMDEN COUNTY CAPITAL INFRASTRUCTURE PROJECTS IN THE CITY OF CAMDEN

WHEREAS, the Parties have studied and implemented measures designed to streamline government operations by coordinating various services and programs and have identified and implemented efficiencies with the overall goal of maintaining the maximum level of services for the public, while at the same time reducing the burden on taxpayers; and

WHEREAS, after careful consideration, the Parties have determined that a cooperative approach for the review and management of certain County capital infrastructure projects that will occur in the City would offer the Parties, as well as the general public, a more effective and more efficient means of addressing this aspect of public health and safety; and

WHEREAS, to properly coordinate the County capital infrastructure projects in the City of Camden the Parties have decided to enter into a Shared Services Agreement to authorize the County and City to work in partnership with the operational support for this area; and

WHEREAS the term of Agreement will be for a period of three (3) years, commencing on January 1, 2025, and terminating on December 31, 2027; and

WHEREAS this Shared Services Agreement is authorized pursuant to N.J.S.A. 40A:65-1, et seq. ("Uniform Shared Services and Consolidation Act") which permits two or more local units to enter into an Agreement for any service which any party to the agreement is empowered to render within its jurisdiction: and

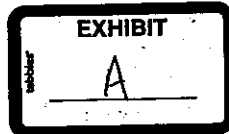
WHEREAS the Parties each agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

WHEREAS, by Resolution #52 adopted on November 7, 2024, by the County of Camden, and Resolution MC- adopted on December 3, 2024 by the City of Camden, the Parties respectively authorized the preparation and execution of the within Agreement by and between the parties; now, therefore,

IN CONSIDERATION of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to support and address the various County capital infrastructure projects required by the County in the City of Camden. This will be



accomplished by the County utilizing the City's Business Administrator to coordinate between the State of New Jersey, the County and the City by providing various County resources and expertise to work with the City's Administration and City departments to supplement and streamline the County capital infrastructure projects throughout the City. All projects will be conducted in accordance with applicable state law. The County will pay the city \$150,000.00 annually during the term of the Agreement to utilize the City's Business Administrator on an as needed project basis.

2. TERM AND TERMINATION; RENEWAL

The term of this Agreement shall be for a period effective January 1, 2025, to December 31, 2027. Notwithstanding the above, each of the Parties shall have the right to terminate this Agreement prior to the end of its term, with or without cause, upon Thirty (30) days written notice delivered to the following addresses:

For Camden County:

Camden County
520 Market Street, 6th Floor
Camden, New Jersey 08101
Attn: Camden County Counsel

For the City of Camden:

City of Camden
520 Market Street,
Law Department, 4th Floor
Camden, New Jersey 08101
Attn: City Attorney

This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

3. DUTIES AND RESPONSIBILITIES

The County will provide the following:

- (a) The County will work cooperatively with the City of Camden's Business Administrator to promote all necessary County capital infrastructure projects to improve the health, welfare, and safety of the residents of Camden City and Camden County.
- (b) The County will provide the City's Business Administrator a list of County capital infrastructure projects that are scheduled to begin in the City during the term of this Agreement.
- (c) In consideration the County will pay the City \$150,000 annually for the use of the City's Business Administrator on an "as needed" basis.

The City of Camden will provide the following services:

- (a) Provide access to the City's Business Administrator on an as needed basis to coordinate County capital infrastructure projects occurring in the City of Camden.
- (b) Work cooperatively with the County to accomplish the County capital infrastructure projects contemplated by this Agreement.

4. CONFLICT OF INTEREST

The Parties agree that in administering the services in connection with this Agreement, each will comply with all appropriate standards of conduct and will avoid any conflict of interest in its administration.

5. INSURANCE

- A. The County of Camden will maintain professional liability insurance coverage, general liability coverage, workers compensation coverage and automobile liability coverage, as may be required, in amounts sufficient for the services rendered pursuant to this Agreement.
- B. The County of Camden will cause the City of Camden to be named as an additional insured in the above policies on a primary, non-contributory basis.

6. REMEDIES and DEFAULT

In the event either party to this Agreement defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available in law or in equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate the Agreement pursuant to Section 2 above.

7. NOTICES

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to all of the parties to this Agreement at the addresses listed in section 2, herein above.

8. N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller ("OSC") pursuant to N.J.S.A. 52:15C-14(d). Accordingly, pursuant to N.J.A.C. § 17:442.2, Authority to Audit or Review Contract Records, the selected professional legal services firm shall maintain all documentation related to products, transactions or services under its agreement with the County of Camden for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.

9. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared pursuant to New Jersey law and shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

B. Waiver

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

C. Amendment for Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing signed by each of the parties hereto.

D. Heading

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect meaning or interpretation of this Agreement.

E. Invalidity Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

F. Entire Agreement

This Agreement shall consist of the entire agreement of the parties, and it is acknowledged that there are no side or oral agreements relating to the understandings set forth herein.

G. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from all parties hereto.

H. Affirmative Action

The parties hereby agree to incorporate and be bound by the affirmative action

language attached hereto as Exhibit A.

I. Americans with Disabilities Act and New Jersey Law Against Discrimination The parties hereby agree to incorporate and be bound by the attached language pertaining to the Americans with Disabilities Act and the New Jersey Law Against Discrimination.

J. Audit

The County of Camden and the City of Camden shall conduct any required audits of the services procured in conformance with all City, State and Federal accounting practices.

K. Further Assurances

From time to time, the parties hereto may make, execute and deliver or cause to be made, executed and delivered any and all such further and other instruments and assurances, and will furnish such information, and make such filings with governmental authorities, as may be reasonably necessary or proper to carry out the intention of or to facilitate the performance of the terms of this Agreement or to protect and preserve the rights and remedies hereunder of the parties hereto.

L. Funding

Pursuant to N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

M. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Attest:

COUNTY OF CAMDEN

Karyn Gilmore, Clerk
Board of Commissioners

M. Holly Cass
Director of County Operations

Attest:

CITY OF CAMDEN

Honorable Victor Carstarphen
Mayor – Camden City

Authorized by Resolution _____
Reviewed and approved as to form.

City Attorney

Shared Services Agreement

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

Shared Services Agreement

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:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to N.J.A.C. 17:27.1-1 et seq.

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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

Shared Services Agreement

regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, 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 County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 this agreement or otherwise at law.

**EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF CAMDEN
AND
TIMOTHY J. CUNNINGHAM
AS
BUSINESS ADMINISTRATOR**

Last Revised:
November 15, 2024



**ARTICLE 1
RECOGNITION**

THIS AGREEMENT ("Agreement") entered into this ___ day of _____, _____ by and between the City of Camden, in the County of Camden, State of New Jersey ("City"), a body corporate and politic, and Timothy J. Cunningham, individually, as City Administrator ("Administrator"), hereby establishes the following terms and conditions of employment for the position of City Administrator, subject to the provisions of N.J.S.A. 40A:9-136 et seq. This Agreement represents the complete and final understanding on all bargaining issues between the City and the Administrator.

**ARTICLE 2
MANAGEMENT RIGHTS**

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Constitutions and Laws of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitutions and the Laws of the State of New Jersey and of the United States.

**ARTICLE 3
RESPONSIBILITIES OF THE CITY ADMINISTRATOR**

The duties, responsibilities and role of the City Administrator shall be in accordance with the Revised General Ordinances of the City of Camden, as currently set forth at § 7-17 et seq., and as may be amended during the pendency of this Agreement.

The City and Administrator acknowledge that under the City's form of government, the executive responsibilities rest with the Mayor and are delegated to the Administrator, and accordingly, the Administrator shall generally report, have duties assigned, and be managed by the Mayor.

**ARTICLE 4
WORKWEEK**

The Administrator shall spend sufficient time at his job to ensure the smooth and responsible operation of the City and all of its departments and functions. The Administrator's regular schedule shall generally be thirty-five work hours per week, Monday through Friday, as well as attendance at regularly scheduled meetings of the City Council. The Administrator recognizes that the position is a 24/7 commitment. As such, the Administrator may be required to work outside of regular office hours and/or attend meetings on behalf of the City including regular and special City Council meetings, community meetings, and the like. Additionally, the Administrator may be required to respond outside of regular business hours to emergencies, events, and other City business not scheduled during typical business hours.

As such, the City recognizes that the Administrator, as a professional, will be entitled to reasonable flexibility in the work schedule to accommodate the demands of the job. The Administrator shall, at times, be required to work from home during the workweek, after hours and on the weekends for purposes of necessity or efficiency. The Mayor shall oversee the Administrator's schedule in that regard. The City shall not be responsible for any expenses incurred by the Administrator while working at home (e.g. computer, internet, etc...). As a professional, the Administrator is expected to devote service, presence, and commitment to the City commensurate with the full-time nature of the job.

The Administrator recognizes that he is not entitled to any overtime or compensatory time and/or additional compensation regardless of the number of hours worked.

ARTICLE 5 SALARY

The annual base salary of the Administrator shall be paid in regular periodic payments, and shall be creditable compensation for the Public Employee Retirement System if the laws of that system allow or the State Defined Contribution Retirement Plan. The annual salary for the Administrator, as set forth in the City's Salary & Wage Ordinance shall be \$150,000 for the duration of this agreement.

ARTICLE 6 SICKNESS AND SICK LEAVE

The Administrator shall be entitled to paid sick leave on a calendar year basis in accordance with the City Personnel Manual. The use of sick leave provided in this section, including any potential carryover, shall be governed by the provisions of the City's Policies and Procedures Manual in force at the time of inquiry (the "Personnel Manual"). Notwithstanding any provision to the contrary, sick leave shall have no monetary value whatsoever as to the Administrator, including if such leave is not used during the allotted time period or upon separation from the City.

ARTICLE 7 VACATIONS

The Administrator shall be entitled to a total of twenty (20) paid vacation days per calendar year. The use of vacation leave provided in this section, including any potential carryover, shall be governed by the Personnel Manual.

ARTICLE 8 PERSONAL LEAVE

The Administrator shall be entitled to personal leave on a calendar year basis in accordance with the Personnel Manual. Notwithstanding any provision to the contrary, personal leave shall have no monetary value whatsoever as to the Administrator, including if such leave is not used during the allotted time period or upon separation from the City.

**ARTICLE 8
HOLIDAYS**

As reflected in the Personnel Manual.

**ARTICLE 9
FUNERAL LEAVE**

As reflected in the Personnel Manual.

**ARTICLE 10
LEAVES OF ABSENCE**

As reflected in the Personnel Manual and in consultation and agreement with the Mayor and City Council.

**ARTICLE 11
LONGEVITY AND EDUCATION STIPENDS**

The Administrator shall not be entitled to any stipends for longevity and or education.

**ARTICLE 12
INSURANCE**

A. Life insurance

As reflected in the Personnel Manual.

B. Medical Plan

As reflected in the Personnel Manual.

C. Contribution

The Administrator shall be subject to the provisions of P.L. 2011, c. 78 ("Chapter 78") regarding health benefits contributions. Such Chapter 78 contributions shall be deducted equally from each paycheck. The same contribution level shall remain in place unless the rate of contributions required under the Personnel Manual shall change following entry into this Agreement, in which case, the terms set forth under the Personnel Manual shall govern the rate of the Administrator's contribution.

D. Prescription Plan

As reflected in the Personnel Manual.

E. Dental Plan

As reflected in the Personnel Manual.

F. Temporary Disability

As reflected in the Personnel Manual.

G. Change in insurance carrier

The City reserves the right to change insurance carriers, so long as substantially similar benefits, coverage and administration are provided.

H. Opt-Out Provision

Consistent with the City Personnel manual, the Administrator shall not be entitled to any credit for opting out of City health benefits.

I. Professional Liability/Indemnification

The Administrator shall be included under applicable professional liability insurance policies provided by the City and indemnified for actions and/or omissions made in the course of employment pursuant to the terms and conditions of the Revised General Ordinances of the City of Camden governing the indemnification of municipal employees.

**ARTICLE 13
PROFESSIONAL EDUCATION AND DEVELOPMENT**

The Administrator shall be permitted to attend continuing education classes and conferences that are reasonably necessary to maintain professional licensure. The Administrator shall also be permitted to attend classes for continued professional development in the field of municipal administration, including but not limited to attendance at ICMA, NJMMA, NJAC and New Jersey League of Municipalities events, up to a maximum of seven (7) days per year. The Administrator shall be compensated at his regular salary while attending such programming and shall only be entitled to reimbursement in accordance with City policy and any Transitional Aid Memorandum of Understanding with the State of New Jersey Department of Community Affairs. No travel expenses or overnight accommodations shall be reimbursed by the City and reimbursement for continuing education credits shall not exceed \$1,000 annually. However, the Administrator shall make every effort to take classes that are available for free or included as part conference participation. The City will reimburse the Administrator for the cost of his annual membership/registration as a member of the New Jersey Bar Association.

**ARTICLE 14
OUTSIDE EMPLOYMENT AND ACTIVITIES**

It is understood that the Administrator may engage from time-to-time in unpaid outside professional activities, such as teaching, consulting, or board or charitable service.

The Administrator shall be permitted to perform those tasks outlined in that certain Shared Services Agreement between the City and the County of Camden ratified by City

Council by Resolution-9, MC- ____ on December 3, 2024 and any other extensions or successor agreements thereto. Any efforts to limit, terminate or modify said agreement shall be tantamount to termination and Administrator would be eligible for any severance provisions available under statute or Section 17 of this Agreement.

The Administrator's foremost responsibility is always to the City and no outside involvements shall interfere with the day-to-day management responsibilities of the City, interfere with the overall performance of duties, or create a condition where a conflict of interest would exist with regard to the City. The Administrator may not practice law outside of his duties to the City nor receive any compensation for any teaching or employment opportunities outside of his employment with the City.

The Administrator is entitled to occasional flexibility in the work schedule which may accommodate said activities; however, any time not spent performing work on behalf of the City as a result of same is required to be made up at another time during the same week in which it occurs such that the minimum 35-hour workweek requirement is met at all times. Any failure to meet this requirement will require accrued vacation/personnel time to be used.

The Administrator will notify the Mayor in writing of any and all entities or organizations in which he is involved, annually and at any time any such involvement occurs or arises. No such involvement may create a condition where a conflict of interest would exist with regard to the City. If one were to even potentially arise, the Administrator must immediately communicate that to the City Attorney for evaluation and satisfactory resolution. If resolution cannot be reached, the involvement in question must immediately be terminated by the Administrator.

ARTICLE 15 MAINTENANCE OF STANDARDS

This Agreement is not intended to alter the rights, benefits or obligations of the Administrator pursuant to existing Ordinances of the City, or the laws and constitution of the State of New Jersey and of the United States, except where provisions of this Agreement shall control. This Agreement will control all negotiable terms and conditions of employment of the Administrator in the City.

ARTICLE 16 SEVERABILITY

If any provision of this Agreement is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 17 SEVERENCE

Should the Mayor terminate the City Administrator or Council take action to remove the Administrator, including through amendments or termination of that Shared Services Agreement referenced in Article 14 above, the Administrator shall be entitled to a period of

compensation pursuant to N.J.S.A. 40A: 9-138 during which time he shall receive full salary, benefits and compensation pursuant to this Agreement and the Shared Services Agreement.

**ARTICLE 18
FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been subject to negotiations. During the term of this Agreement, neither the City nor the Administrator shall be required to negotiate with respect to any such matter, whether covered by this Agreement or not, and whether or not within the knowledge or contemplation of either both parties at the time they negotiated or signed the Agreement, except as set forth in Article 19.

**ARTICLE 19
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either City Ordinance or the Personnel Manual, or as prescribed by State Law, and any present or past benefits which the Administrator customarily enjoys, but that have not been specifically included in this Agreement, shall be continued.

**ARTICLE 20
TERM AND RENEWAL**

This Agreement shall be in full force and effect from its date of execution through December 31, 2027, and shall remain in effect until such time as the parties renegotiate it, unless otherwise terminated in accordance with law.

Should the Administrator choose to terminate his employment with the City, he shall provide written notice to the Mayor, with a copy to the Council President, no later than ninety (90) days prior to his anticipated departure date.

**ARTICLE 21
AUTOMOBILE**

The City shall provide a City-owned automobile for use by the Administrator during the term of this Agreement. The City shall maintain, fuel and insure said vehicle. The Administrator shall be responsible for any tolls incurred while driving said vehicle and any EZ Pass account shall be the sole responsibility of the Administrator.

**ARTICLE 22
RESIDENCY**

The Administrator shall not be required to reside within the City of Camden for the duration of this agreement.

**ARTICLE 23
DCA APPROVAL**

This agreement shall be subject to approval by the Department of Community Affairs ("DCA") pursuant to that certain Memorandum of Understanding between the DCA and the City as a condition for receiving Transitional Aid funding.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified above:

Attest:

City Administrator

Timothy J. Cunningham

Attest:

City of Camden

Lous Pastoriza, City Clerk

Hon. Victor G. Carstarphen, Mayor

DB:dh
12-10-24

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES ON RECEIPT OF 2024 CALENDAR YEAR TRANSITIONAL AID TO THE CITY OF CAMDEN

WHEREAS, after reviewing an application submitted by the City of Camden (the Municipality), the Director of the Division of Local Government Services (the Director) has determined that the Municipality is in serious fiscal distress and an award of Transitional Aid to Localities (Transition Aid) for calendar year 2024, all in accordance with the criteria set forth in P.L. 2024, c.22 (the State Budget); and

WHEREAS, the State Budget and P.L. 2011, c.144 condition Transitional Aid on conditions, requirements, orders and oversight that the Director deems necessary including, but not limited to, requiring approval by the Director of personnel actions, professional services and related contracts, payment in lieu of tax agreements, acceptance of grants from State, Federal or other organizations, and the creation of new or expanded public services; and

WHEREAS, it is necessary for the City of Camden to enter into a Memorandum of Understanding with the State of New Jersey, Department of Community Affairs to receive the Transitional Aid; and

WHEREAS, the Mayor of the City of Camden and the Council of the City of Camden support and deem it in the best interest of the City of Camden to enter into a Memorandum of Understanding with the State of New Jersey, Department of Community Affairs; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons stated herein, the proper officers of the City of Camden are hereby authorized to enter into a Memorandum of Understanding with the State of New Jersey, Department of Community Affairs to receive State Aid in the form of Transitional Aid to meet its current year budget needs by providing essential services related to the safety and public health of its residents and to work towards regaining its financial stability.

BE IT FURTHER RESOLVED, that this Memorandum of Understanding sets forth the minimum conditions, requirements, orders, and oversight required as a condition of receiving Transitional Aid.

BE IT FURTHER RESOLVED, the City of Camden shall comply with the conditions set forth below in addition to all laws, regulations, Local Finance Notices, and any government, administrative and operational efficiency, and oversight measures necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: December 10, 2024

The above has been reviewed and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

MEMORANDUM OF UNDERSTANDING

Setting forth minimum conditions on the receipt of 2024 Calendar Year Transitional Aid to Localities

City of Camden, County of Camden, New Jersey

TRANSITIONAL AID PROGRAM MISSION STATEMENT

The Division of Local Government Services (DLGS) allocates its limited discretionary funds to ameliorate structural municipal budget shortfalls, ensuring that recipient municipalities can adopt a balanced budget during periods of distress. In addition to providing supplemental state aid to municipalities with documented need, the DLGS establishes a partnership with each recipient municipality, providing technical assistance and fiscal oversight that empowers the recipient municipality to achieve fiscal stability through operational reform, adoption of best practices, and sound financial planning.

To this end, each recipient municipality shall be assigned one or more Municipal Technical Advisor(s) who will work in collaboration with each Transitional Aid municipality to identify cost drivers, implement operational and budgetary reforms, and identify and attract revenue generation and development opportunities. Through this intervention, DLGS will assist each recipient municipality in achieving lasting structural reform sufficient to conclude the municipality's reliance on transitional aid.

RECITALS

WHEREAS, after reviewing an application submitted by the City of Camden, County of Camden, New Jersey (the "Municipality"), the Director (the "Director") of DLGS has determined that the Municipality is in serious fiscal distress and an award of \$18,955,000.00 of Transitional Aid to Localities ("Transitional Aid") is appropriate, all in accordance with the criteria set forth in P.L. 2024, c.22 (the "State Budget"); and

WHEREAS, the State Budget and N.J.S.A. 52:27D-118.42a conditions Transitional Aid on requirements, orders, and oversight that the Director deems necessary including, but not limited to, the implementation of government, administrative, and operational efficiencies, the approval by the Director of personnel actions, professional services and related contracts, payments in lieu of tax agreements, acceptance of grants from State, Federal or other organizations, and the creation of new or expanded public services; and

WHEREAS, if the Legislature has appropriated, and the Governor has approved; sufficient Transitional Aid funding, an amount not to exceed 75% of the applicant's total Transitional Aid award shall be disbursed upon execution of the Memorandum of Understanding (MOU). The balance of Transitional Aid shall be disbursed on a timetable consistent with approval by the Director, provided the Municipality is in substantial compliance with this Memorandum and all laws, regulations, Local Finance Notices, and any government, administrative, and operational

efficiency, and oversight measures necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law. Other than purposeful withholding of funds due to non-compliance with this Memorandum, all money will be transferred by year-end. The Municipality may be deemed not to be in substantial compliance if it has hired personnel without appropriate approvals or otherwise knowingly violates any provision of the Memorandum. Additionally, the Municipality may be deemed not to be in substantial compliance if the Municipality or its officials have failed to attend meetings or produce documents as directed by DLGS.

DLGS may, at its sole discretion, withhold funds from the final payment where the Municipality is in substantial compliance but has otherwise violated certain terms of the Memorandum. For example, in addition to any other sanctions, DLGS may withhold aid in an amount equal to no less than the amount of funds expended in support of hires or activities not approved in compliance with the terms and timeframes set forth in this Memorandum.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1) This Memorandum of Understanding (the "MOU") sets forth the minimum conditions, requirements, orders, and oversight required as a condition of receiving Transitional Aid; and
- 2) The Municipality shall comply with the conditions set forth below in addition to all laws, regulations, Local Finance Notices, and any government, administrative, and oversight measure necessary for the fiscal recovery of the Municipality as the Director may order from time to time pursuant to the State Budget or any other law.

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A. Definitions

As used herein the following words are defined as follows, unless the context otherwise indicates:

1. "Municipality" means: City of Camden, in the County of Camden, New Jersey.
2. "Director" means: Director of the Division of Local Government Services.
3. "DLGS" means: Division of Local Government Services.
4. "Transitional Aid" means: Transitional Aid to Localities.
5. "State Budget" means: P.L. 2024, c.22
6. "MOU" means: Memorandum of Understanding.
7. "Municipal Technical Advisor(s)" means: the Director's designee.
8. "CMPTRA" means: Consolidated Municipal Property Tax Relief Aid.
9. "PILOT" means: Payment in Lieu of Taxes.
10. "Self-Liquidating" means: The entity generates sufficient annual revenue to cover 100% of its annual expenses which includes debt service.

B. List of Attachments

- Attachment A** Request for Approval for Employees Requiring Advice and Consent of Governing Body
- Attachment B** Request for Approval for Senior Level Employees or Confidential Employees
- Attachment C** Request for Employment Approval
- Attachment D** Contract Request Form
- Attachment E** Creation/Extension of Services Form
- Attachment F** Out of State & Overnight Travel Request Form
- Attachment G** Grant Approval Form
- Attachment H** Bond Ordinance or Contract Request Form
- Attachment I** "Best Price Insurance Contracting" Model Ordinance
- Attachment J** Model Letter to Collective Bargaining Units and Arbitrators for Municipalities that Use the State Health Benefits Plan
- Attachment K** Model Letter to Collective Bargaining Units and Arbitrators for Municipalities that Do Not Use the State Health Benefits Plan
- Attachment L** Tax Exemption and Abatement Report
- Attachment M** Termination or Suspension without Pay Form
- Attachment N** Waiver Approvals List

C. Implementing Provisions and Flexibility

The Director shall be represented by one or more assigned DLGS Municipal Technical Advisor(s) and/or any other person or persons designated by the Director who shall be authorized to act on the Director's behalf. The Municipal Technical Advisor(s) will partner with the Municipality to implement sound fiscal practices and ensure compliance with the terms of this MOU.

All requests, questions, issues, and submissions of any attachment referenced above shall first be addressed to the Municipal Technical Advisor(s).

The Municipality shall provide reasonable office space, as needed, so that the Municipal Technical Advisor(s) may conduct business within the municipality. Additionally, the Municipality shall provide the Municipal Technical Advisor(s) with requested documents and records and shall allow them to meet with the Business Administrator, Chief Financial Officer, Registered Municipal Clerk, Tax Collector, Police Chief, Fire Chief and any other department heads or supervisors. Additionally, the Municipal Technical Advisor(s) shall be provided immediate access to view information on the Municipality's accounting system or any other municipal software system upon request.

D. Meeting Requirements

The Municipality's representatives shall meet with the Director, Municipal Technical Advisor(s), and other DLGS staff at a time scheduled by the Director to discuss budgetary, fiscal, operations, and any other matters.

The Municipal Technical Advisor(s) will set up a regular weekly meeting schedule that must be attended consistently by key municipal staff as directed.

The Municipal Technical Advisor(s) may contact the Municipality to schedule meetings with the Auditor, Chief Financial Officer and the Mayor and/or designee to discuss the latest audit findings.

E. Authorities, Boards, Commissions, and Utilities

- 1) The Municipality shall annually notify all Boards, Agencies, Authorities, or Commissions including, but not limited to, Historic Preservation Commission, Parking Authority, Housing Authority, Planning Boards, Zoning Boards, Alcohol Beverage Control Board, Redevelopment Agencies, Recreation Commissions and any others identified by DLGS (collectively "entities"). This notification shall ensure the "entities" conduct ethics training, meet financial disclosure requirements, and adhere to governance and procurement best practices. Additionally, all entities must comply with the Local Public Contracts Law, state and local affirmative action regulations and laws, and statutory "pay to play" requirements to the extent applicable to each entity. Furthermore, all such entities of the Municipality shall collaboratively work together to advance the vision and mission of the Municipality.
- 2) Unless otherwise specified by the MOU addenda, DLGS oversight of self-liquidating utilities shall be limited to annual budgetary review if the municipal budget does not rely upon transfers of surplus or utility assets and the utility issues no debt that relies upon a municipal guarantee.

- 3) The Municipality shall annually obtain and review the independent audit reports for each utility and authority.

F. Restrictions on Hiring and Assignment of Individuals in Acting Capacities

- 1) **Hiring Employees Requiring Governing Body Advice and Consent.** A "Request to Hire Employees Requiring Governing Body Advice and Consent Waiver Form" (Attachment A) shall be completed and submitted to DLGS prior to the Municipality advancing any candidate to the governing body for advice and consent. Senior level and confidential employees typically requiring Governing Body advice and consent may include, but are not necessarily limited to, city manager, business administrator, chief of staff, department directors, chief financial officer, director of finance, municipal judges, the police chief, the fire chief, the tax assessor, and the tax collector. This requirement shall also apply to Municipal Clerks. The Municipality should establish a hiring committee that shall include the mayor or their designee (except for the Municipal Clerk), a governing body representative, the department head, a personnel/human resources staff member, and the Municipal Technical Advisor(s) to interview/screen candidates for the position in a collaborative manner. The Municipality will then submit the candidate to the governing body for advice and consent. This methodology will ensure key positions are filled with qualified individuals who will achieve State and governing body approval. Thereafter, the governing body may hold a meeting to consider its advice and consent. The Municipality shall return the waiver form indicating the results of said meeting. Upon receipt of the waiver form, DLGS will make a final determination concerning the approval or disapproval of the candidate. The Municipality shall not hire the candidate until it receives DLGS's final written approval. Resumes must be submitted for each candidate being considered for employment under this section.

All waivers approved by the Municipal Technical Advisor(s) for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

- 2) **Hiring Senior Level and Confidential Employees Not Requiring Governing Body Advice and Consent.** A "Request to Hire Senior Level and Confidential Employees Not Requiring Governing Body Advice and Consent Waiver Form" (Attachment B) shall be completed and submitted to DLGS prior to the Municipality hiring any such candidate for employment. Senior level and confidential employees shall include, but not be limited to city manager, business administrator, chief of staff, chief financial officer, tax collector, chief of police, chief of fire, department head, division director, and any aides to the Mayor or governing body, regardless of job title. Any senior level and confidential employees requiring advice and consent shall be subject to the approval process in #1 above. Nothing herein shall alter any State or municipal laws governing the necessity to obtain advice and consent. The Municipality shall not hire the candidate until it receives final written approval from DLGS. Resumes must be submitted for each candidate being considered for employment under this section.

All waivers approved by the Municipal Technical Advisor(s) for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

- 3) **Hiring All Employees Other Than Employees Requiring Governing Body Advice and Consent or Senior Level and Confidential Employees.** A "Request to Hire Employee Waiver Form" (Attachment C) shall be completed and submitted to DLGS prior to the Municipality filling any position not covered by either of the two processes described in the preceding paragraphs, unless the Municipality has submitted to DLGS, and received approval of, a Table of Organization and salary ranges for all municipal positions within this employee category contained therein. A Municipality that has received DLGS approval of a Table of Organization and salary ranges may hire candidates for the approved positions and ranges without individual waivers, except those positions described in sections 1 and 2 above. Tables of Organization and ranges may be submitted for individual departments. The Municipality must certify that the appropriate background checks were completed for any hires within this category and that the Municipality remains in compliance with State and federal labor laws. Waivers are required for any hiring or salary adjustments outside approved Tables of Organization and ranges. Individual waivers may be required for each position at the discretion of the Municipal Technical Advisor(s).

All waivers approved by the Municipal Technical Advisor(s) for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

- 4) **Assignment of Individuals to Acting Positions.** The Municipality shall not assign any person to work in an "acting capacity" regarding positions permanently vacated through death, retirement, termination, or resignation without DLGS approval if the vacant position is covered by the process for either a "Request to Hire Employees Requiring Governing Body Advice and Consent Waiver Form" or a "Request to Hire Senior and Confidential Employees Not Requiring Governing Body Advice and Consent Waiver Form." In such cases, the process for assigning a person to work in an "acting capacity" shall follow the process for permanently filling the vacancy.
- 5) **Hiring Part-time, Hourly, and Seasonal Employees.** The hiring of part-time, hourly, and seasonal employees receiving no health benefits will be addressed by title in its entirety. The Municipality shall submit a Table of Organization and/or request for the maximum number of employees in the title along with the budgetary impact for the title. DLGS will review the request and approve a total number of positions for that title for the purpose of hiring and replacing employees as needed. Additionally, DLGS will review and approve the appropriate budgetary appropriation for said title. The Municipality must certify that the appropriate background checks were completed and remain in compliance with State and federal labor laws.

All waivers approved by the Municipal Technical Advisor(s) for the hiring of personnel expire 6 months after the date of approval if the position has not been filled. The Municipality must resubmit new waiver requests for each expired waiver.

- 6) **Anti-Nepotism Policy.** The Municipality shall adopt and maintain an anti-nepotism policy. The policy shall be reflected in the municipal personnel manual. Family members/relatives of municipal officials and employees may be eligible for employment with the Municipality only if individuals involved do not work in a direct supervisory relationship or in job positions in which a conflict of interest could arise. The term "family member/relatives" is defined to include but not necessarily be limited to spouses, children, siblings, parents, in-laws, and step-relatives. Current employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest. Barring conflicts of interest, the Municipality may "grandfather" employees from this policy that were hired prior to the date of the original MOU, with the understanding that if an employee is separated and re-hired, they must adhere to this policy.

G. Restriction on Terminations and Suspensions without Pay

The Municipality shall be required to notify the Municipal Technical Advisor(s) of a decision to terminate or suspend without pay any officer or employee, as previously defined in sections 1 and 2 of "Restrictions on Hiring," or request that an employee resign. No employee referenced above may be terminated by the Municipality or asked to resign without the Municipality first submitting a "Termination Form" (Attachment M) for approval to DLGS. The Municipal Technical Advisor(s) in their sole discretion, shall be permitted to, but shall not be required to, prohibit or postpone such a termination for any of the following reasons: retaining a qualified and conscientious employee; ensuring an appropriate transition to a qualified replacement; concerns that termination is not consistent with law. Prior approval to terminate an officer or employee is not needed upon an officer or employee being criminally convicted or indicted.

H. Restrictions on Longevity Pay, Overtime, Salary Increases, Promotions and Transfers

- 1) **Elimination of Ordinances Allowing for Future Increases in Longevity Pay or other Forms of Increases for Elected Officials and Non-Contractual Employees:** The Municipality shall immediately freeze supplemental pay provided to elected officials and non-contractual employees, including but not limited to longevity pay, at the rates that existed prior to the effective date of this MOU (or in the case of a Municipality that received Transitional Aid or a State Loan from DLGS in FY 2017, prior to the effective date of the 2017 Memorandum). Stated differently, supplemental pay for elected officials and non-contractual employees shall not be increased on or after the effective date of this MOU (or the 2017 MOU, if applicable). Any applicable ordinances and policies shall be amended accordingly.
- 2) **Employee Primary Functions:** The Municipality shall prescribe all municipal employees service functions that directly relate to the service responsibilities of the department and division to which they are assigned. No municipal employee may have as their primary function the performance of union business.

- 3) **Salary Restraints for Elected Officials and Non-Contractual Employees:** On and after the effective date of this MOU, the Municipality shall not increase the salaries or compensation of elected officials, non-contractual employees, and contractual employees who are not otherwise entitled to increases under the terms of a negotiated contract. However, annual increases of no greater than 2% under the PERC cost-out may be authorized if the Municipality has submitted to DLGS and received Director approval of a Table of Organization and salary ranges for all municipal positions contained therein and the salary increases fall within the approved salary ranges for each position for which a raise is approved. Waivers are required for any salary adjustments outside approved Tables of Organization and salary ranges. Elected officials shall not be entitled to accrue sick or vacation time and shall not be entitled to receive payouts for said time.
- 4) **Overtime Compensation:** The Municipality shall not authorize any employee, including but not limited to any management employee, to earn or be paid for overtime unless Federal or State law expressly requires overtime to be earned or paid. Any applicable ordinances and policies shall be amended accordingly. Elected officials are not eligible for overtime.
- 5) **Renewal, Extensions, and Changes to Individual Employment Contracts:** No new or renewed individual employment contracts, letters of agreement, extension of terms of an individual employment contract, or any other change to an individual employment contract or letter shall be executed without the prior written approval DLGS.
- 6) **Promotions, Transfers, and Title Changes:** Absent approval by DLGS, the Municipality shall not approve any promotions, transfers, and/or title changes, including but not limited to "backfilling," unless contractually obligated to do so.
- 7) **Elected Officials:** The Municipality acknowledges it is inappropriate for an elected official to receive payment for vacation, sick, compensatory, or overtime relating to their elected position. To the extent any ordinance contains provisions expressly allowing for such forms of compensation to elected officials, the provisions shall be considered inoperative. Any such inoperative provisions remaining on the books shall be deleted by the governing body within 60 days of being notified by DLGS.
- 8) **Sick Time Policies:** The Municipality shall adopt an ordinance disallowing compensation for unused sick time in amounts not to exceed \$15,000 to the extent such an ordinance would not violate a contractual entitlement existing prior to enactment.
- 9) **Compensatory Time:** The Municipality acknowledges that compensatory time can be an appropriate means by which to manage human resources within flexible time schedules that may require work at unusual times but should not be a form of compensation for employees whose positions require unusual work hours and who are not entitled by law or contract to receive pay for compensatory time. Therefore, while the Municipality may establish compensatory time policies for such employees, the policies shall contain a requirement to "use it or lose it" at minimum, quarterly.

- 10) **Direct Deposit of New Pay:** The Municipality shall adopt a resolution or ordinance requiring mandatory direct deposit of net pay for all employees. Exemptions may be granted for seasonal and temporary employees. Additional information regarding direct deposit can be found in LFN 2015-14 on the DLGS website at <http://www.nj.gov/dca/divisions/dlgs/lfn/15/2015-14.pdf>

I. Human Resources

All policies pertaining to personnel and human resources may be reviewed at the discretion of the Director or Municipal Technical Advisor(s). The Municipality shall implement any DLGS-recommended changes to its personnel or human resource policies and procedures, including, but not limited to, employee training and handling of employee complaints, that are not otherwise required under Title 11A (Civil Service) or required under the terms of a collective negotiation agreement or an individual employment agreement.

J. Licensing and Permitting

The Municipality's processes for issuing any permit or license and enforcing the provisions of permits or licenses issued by the Municipality may be reviewed at the discretion of the Director or the Municipal Technical Advisor(s). The Municipality shall implement any DLGS-recommended changes for increasing efficiency in permitting or licensure application reviews, along with enforcement of the terms and conditions of licenses and permits, including, but not limited to, hiring of staff or entry into a shared services agreement.

K. Records Management and Responses to Records Requests

The Municipality's processes for responding to public records requests may be reviewed at the discretion of the Director or the Municipal Technical Advisor(s). The Municipality shall implement any DLGS-recommended changes to increase efficiency in responses to public records requests, including, but not limited to, hiring of staff or entry into a shared services agreement.

L. Restrictions on Public Contracting

- 1) **Professional and Consultant Services:** A "Contract Request Form" (Attachment D) shall be submitted to and approved by DLGS prior to the Municipality authorizing the services of any consultant or professional, regardless of contract value or any amendments with respect thereto. This condition applies to legal services, insurance brokerage services, risk management, grant writing, public relations, government affairs, engineering and public works, accounting and financial services, public safety and health services, management services, and without any exceptions, services of any type or description, regardless of contract value, that are procured as professional services, consulting services, and/or extraordinary unspecifiable services under the Local Public Contracts Law.

The Municipality shall include in each contract for professional or consulting services the requirement that each vendor provide monthly billing statements that include a brief statement showing the original amount of the Contract, any increases established by an

amendment to the Contract, the amount previously billed under the Contract and the total amount of unbilled funds remaining available under the Contract after deduction of the most recent amount billed. A copy of each billing statement shall be made available to the Municipal Technical Advisor(s) upon request.

The Municipality may retain consultants and professionals without the DLGS's pre-approval in cases of emergency, provided however, that the engagement is promptly reported to the Municipal Technical Advisor(s), a Contract Request Form is submitted, and the scope of the engagement is limited to meeting the requirements created by the emergency.

- 2) **Public Bidding:** A Contract Request Form" (Attachment D) shall be submitted to and approved by the Director prior to the Municipality authorizing services of any kind that exceed the bid limits of Qualified Purchasing Agent (currently \$44,000) municipalities or, if applicable, non-Qualified Purchasing Agent (currently \$17,500) municipalities. All contracts exempt from public bidding shall be procured pursuant to the "fair and open" process described in N.J.S.A. 19:44A-20.4 et seq., unless the Director approves an alternative procurement process that is necessary under the circumstances or that provides greater transparency and competition than the minimum requirements of the "fair and open" process.

The Contract Request Form shall be accompanied by the Request for Proposal, the list of all bidders and their bid amounts, and the evaluation memorandum or worksheet.

- 3) **Pre-Approval of Returning Vendors:** Unless ordered to the contrary, DLGS pre-approval is not required in cases where the Municipality intends to award a contract to a vendor that was approved by DLGS during the previous budget year if all of the following conditions are present: (i) the Municipality has complied with this MOU and laws relating to the procurement process, and (ii) the scope of services, rates (or total contract value), caps on payment, and other terms are the same or better than the previous budget year, and (iii) any conditions imposed by DLGS in the previous year's approval are retained.

M. Restrictions on Tax Exemptions and Abatements and the Collection of Related Payments in Lieu of Taxes

- 1) **Payment Schedules:** In no case shall the governing body approve a redeveloper agreement or PILOT payment schedule that requires an up-front, one-time, or short-term payment that leaves the Municipality with a structural revenue loss in the ensuing year or later years without DLGS prior approval.
- 2) **DLGS Approval prior to Authorization of any Agreement:** A "Contract Request Form" (Attachment D) shall be submitted to and approved by DLGS prior to the Municipality authorizing any proposed PILOT Redevelopment Plan or Redeveloper Agreement (or amendments thereto) or any ordinance authorizing same. The Municipality shall consult the Tax Abatement Toolkit and implement these best practices for PILOT agreements. In addition, the Municipality shall utilize the PILOT Financial Agreement Forecast (PFAF)

to determine the economic impact of the PILOT agreement. The Municipal Technical Advisor(s) shall meet with the Municipality and determine whether the development plan has been established through a reasonable process and that tax exemptions and PILOTs have been reviewed in the context of gap financing to ensure they are not being awarded without good cause. Such notification shall not be required when: (1) any proposed PILOT contained in the Redevelopment Plan or Redeveloper Agreement is allocated to the county, school district(s), and other applicable local government jurisdictions in the same proportion as ordinary taxes are allocated to those taxing district; (2) any amendment to a Redevelopment Plan or Redeveloper Agreement maintains or increases a PILOT previously set forth in a Redevelopment Plan or Redeveloper Agreement; or (3) any Redeveloper Agreement that is required or approved by the New Jersey Housing and Mortgage Finance Agency. To request approval of tax exemptions and PILOTs pursuant to this section, the Municipality shall submit Attachment D and provide information containing: a cost benefit discussion of the project, assurances that the project would not move forward but for the existence of a PILOT, the taxes that would be collected if the project were subject to ordinary taxation; and the proposed PILOT.

N. Regular Meetings with DLGS on Economic Development Efforts and Reporting Requirements Pertaining to Tax Exemptions and Abatements

In recognition that special tax exemptions or abatements should be granted only where essential to ensure economic development, the Municipality shall complete and return to DLGS a completed "Tax Exemption and Abatement Report" (Attachment L) along with its Transitional Aid Application in each year aid is sought. The report is an electronic fillable spreadsheet that is located on the DLGS website under the Municipal State Aid section. The following documents must accompany the report and be delivered in PDF format: a map of all areas within the municipality classified as Redevelopment Areas, a map of all areas within the municipality classified as Areas in Need of Rehabilitation, and any current ordinance(s) allowing taxpayers to obtain tax exemptions or abatements as a matter of right. This report does not replace any similar filing requirements that may be required pursuant to State statute. It will be necessary for the Tax Collector, Chief Financial Officer, and Tax Assessor to collaborate in preparing the form and certifying the accuracy of the data submitted.

The Municipality must designate someone in the organization to prepare and maintain a spreadsheet or similar instrument to list all current PILOT agreements, the amounts owed to the Municipality, and the date the agreement expires. This designee shall also ensure that the annual payments for these PILOTs are collected prior to the end of each fiscal year.

O. Restrictions on the Creation or Expansion of Services

A "Creation/Extension of Services Form" (Attachment E) shall be submitted to and approved by DLGS before the Municipality creates or expands municipal services for which no fully offsetting revenue is generated. This condition extends to the creation of new programs and increases in funding or expansion of eligibility of existing programs. By way of example only, the following actions would need pre-approval from the Director: creating a new recreational program; expanding the total number of enrollees in a particular service; establishing a new

regulatory program in code enforcement; establishing or increasing funding for a grant or loan program. This requirement exists to avoid the expansion of a structural budget deficit.

P. Restrictions on Miscellaneous Nature

- 1) **Travel Approval:** A "Travel Approval Form" (Attachment F) shall be submitted to and approved by DLGS before the Municipality expends funds for out-of-state travel and overnight stays within New Jersey, which shall include attendance at the annual convention of the New Jersey League of Municipalities. The Municipality shall explain good cause for the expenditure, which may include, but is not limited to, a need to maintain licensure or certification of statutory employees; essential training for elected officers in areas concerning finance, budget, procurement, and ethics; and essential training for public safety employees. Travel for executive protection will generally not be approved absent a compelling reason. The Director may, in their discretion, consider requests for executive protection upon request of the Municipality. These requests must follow the same procedure as all other travel requests and must be accompanied by a completed "Travel Approval Form" (Attachment F) along with a significant justification for the need for executive protection. Requests must be submitted in advance of the requested travel dates. Failure to obtain prior written approval may result in a reduction in Transitional Aid.
- 2) **Attendance at the NJ League of Municipalities Conference:**
 - a) When the Municipality will pay the cost or reimburse the employee for the cost of attendance:
 - i) With the approval of the chief administrative officer, and subject to an appropriate rationale and explanation (as set forth above) approved by the Director (DLGS), appropriate employees, including department heads and members of the governing body, may attend the conference with the cost of registration and lodging for one (1) night reimbursed or paid for by the Municipality.
 - ii) The Mayor may attend with the cost of registration and lodging for up to two (2) nights reimbursed or paid for by the Municipality.
 - b) Who may attend, subject to self-payment:
 - i) Any employee whom the chief administrative officer considers appropriate may take time off from work to attend the League Conference at their own expense (registration, lodging, mileage, meals, etc.).
 - ii) Any employee whom the chief administrative officer considers appropriate may take time off from work to attend training sessions and organizational conferences for purposes of obtaining continuing education units to maintain a license or certification may do so at their own expense (registration, lodging, mileage, meals, etc.).
- 3) **Mileage Reimbursement:** Expenditures and reimbursements for travel mileage to and from meetings for the purpose of day-to-day municipal business shall be restricted to the State reimbursement rate (currently .47 cents per mile.)

- 4) **Food/Entertainment Prohibited:** Expenditures and reimbursements from any municipal funds for food/meals (other than food/meals required by contracts in effect on the date of this Memorandum), entertainment, and receptions are prohibited.
 - 5) **Grant Applications:** A "Grant Pre-Approval Form" (Attachment G) shall be submitted to and approved by the Director prior to the application of any grant requiring current or long-term matching funds or a commitment of municipal resources or staffing to ensure sustainability. If the Municipality is awarded a grant requiring any commitment of resources or funds, a copy of the award letter shall be submitted to DLGS within 15 days of receipt of the award letter.
 - 6) **Expenditure of Funds to Non-Profit/Charitable Organizations:** No public funds shall be paid or distributed in any manner to non-profit organizations, including but not limited to charitable organizations, unless the expenditure of funds is expressly authorized by statute. No public funds shall be expended for non-statutory charitable contributions, bereavement, or celebratory purposes for individuals or organizations. Funds allocated to third-party grantees, including CDBG and HOME funds, distributed to non-profits through a competitive process for the performance of municipal social service work are exceptions to this limitation.
 - 7) **Fee Waivers:** No fees adopted by the governing body by ordinance shall be waived, reduced, or otherwise revised without prior approval of the Director.
 - 8) **Municipal Court Security:** The Municipality shall not regularly assign active-duty police officers as security for the Municipal Court but shall hire retired police officers or special law enforcement officers at a reasonable hourly rate.
 - 9) **Use of Municipal Funds for Litigation.** Approval of contracts or other requests does not extend to any litigation contesting actions of the State of New Jersey or any of its agencies or authorities. Prior to participating in any such actions, the prior written approval of the Director shall be first obtained by the Municipality.
 - 10) **Local Finance Board.** If the Municipality has been notified by the Director or the assigned Municipal Technical Advisor(s) of a violation of the MOU, then the Local Finance Board shall not accept as complete any application submitted for approval or findings, as appropriate, until such time as the requirements of the MOU have been satisfied.
- Q. Governing Body Meeting Agendas**
- 1) Immediately upon publication, prior to any regular or special meetings by the governing body, the municipal clerk or their designee shall provide a copy of each agenda to the Municipal Technical Advisor(s).

R. Requirements for Approval of Bond Ordinances and Contract Request Forms

1. **DLGS Approval Prior to Authorization:** Bond Ordinance or Contract Request Form (Attachment H) shall be submitted to and approved by the Director prior to the introduction by the governing body of any proposed bond ordinance exceeding \$1 million. All Contract Request Forms shall include a copy of the bond ordinance to be voted upon by the governing body and a supplemental debt statement. Each bond ordinance shall include a financial impact statement on the estimated additional debt service attributable to the bond ordinance, using an interest rate in effect at the time of introduction and certified by the municipality's Certified Financial Officer, Bond Counsel, or Financial Advisor. The purpose of this requirement is to ensure that elected officials (and the public) are aware of the cost and impact on future years' budgets of the legislation being voted upon.
2. **Offering Statements:** The Municipality shall file with the Director, prior to the closing of a bond sale, a copy of any Offering Statement prepared in relation to any financing.

S. Requirement to Consider a Model Insurance Brokerage Ordinance

Insurance costs, especially health care and prescription benefits, are very costly for municipalities. To obtain the lowest possible price for insurance, whenever the Municipality desires to retain the services of an insurance consulting service (e.g., broker), the Municipality shall first have considered, discussed, and adopted the "Best Price Insurance Contracting" model ordinance at a public hearing of the governing body in substantially the form as shown in Attachment I.

T. Individual and Collective Negotiation Agreements (CNA)

- 1) **Limitations on Annual Increases:** The Municipality acknowledges that the State will not provide Transitional Aid in cases where the Municipality allows or approves compensation increases that are not sustainable. The Municipality understands that if it approves any individual employment contract/agreement or any collective negotiation agreement that increases annual compensation for the employee or group of employees by more than 2% annually, on average, during the term of the agreement, the Municipality may become ineligible for future aid.
 - i) Establishment of base salary costs upon which the total annual and aggregate costs shall be calculated:
 - (a) A list of all bargaining unit members, their base salary step in the last year of the expired agreement, and their anniversary date of hire;
 - (b) Cost of increments and the specific date on which they are paid;
 - (c) Cost of longevity and the calculation by which it was derived;
 - (d) The total cost of all base salary items for the last year of the expired agreement. For unit members retiring in the last year of the expired agreement, the base salary shall be prorated to that actually paid to the unit member; and
 - (e) The total of all costs identified above.

- ii) Establishment of the total contract cost over the proposed contract period, to include a scattergram of each employee listed in the base year (last year of the expiring agreement – see above), moving each employee through the salary guide proposed for the proposed term of the agreement (the potential future retirement of unit members shall not be considered as part of this analysis). The scattergram shall include the annual dollar and percentage increases for each year of the contract, along with the total aggregate dollar and percentage increase compared to the base year. A hard copy and an electronic copy (in MS Excel format) are required.
 - iii) Analysis of the cost of any proposed changes to health benefits, including the methodology by which the costs were calculated including any assumptions.
 - iv) Requirement for an analysis of the cost of any other non-salary financial impacts proposed including the methodology and assumptions used in the calculation.
 - v) Maintain no less than the full implementation of Chapter 78 employee health benefits premium contributions.
- 2.) **DLGS Presence During Negotiations Sessions:** The Municipality agrees to include the Municipal Technical Advisor(s) in collective bargaining negotiations/mediation/arbitration to include providing copies of draft agreements and authorizing them to participate as an observer who may offer comments or recommendations to the negotiation team in closed session.
- 3.) **DLGS Prior Approval of all Agreements:** The Municipality shall provide a copy of any proposed employment contract, employment agreement, collective bargaining agreement, or settlement agreement to DLGS for review at least ten days prior to ratification. A “Contract Request Form” (Attachment D) shall be submitted to and approved by the Director prior to the Municipality authorizing execution of the Collective Negotiations Agreement.
- 4.) **State Health Benefits Plan:** The Municipality acknowledges that the State does not provide Transitional Aid for subsidizing health and prescription benefits that are more expensive than the health and prescription benefits available through the State Health Benefits Program. The Municipality shall provide a plan to take all steps necessary to enroll in the State Health Benefits Plan should their health care insurance costs exceed that of the State Health Benefits Plan.
- 5.) **Requirement to Provide Notification of Transitional Aid Impact:** The Municipality will provide the Director or Designee with copies of letters substantially similar to the model letters set forth in Attachment (J) (for municipalities participating in the State Health Benefits Program) or Attachment (K) (for municipalities not participating in the State Health Benefits Program) that it has delivered to each of the collective bargaining units representing the Municipality’s employees. Furthermore, in the event any collective negotiation is submitted to binding arbitration in the case of police and fire employees or fact-finding in the case of all other bargaining unit employees, the Municipality will deliver

to the arbitrator or fact-finder, with a copy to DLGS, a letter that is substantially similar to the model letter set forth on Attachment J or Attachment K, whichever is applicable.

- 6.) **No Benefits for Part-Time Officials and/or Employees:** The Municipality acknowledges that the State does not provide Transitional Aid to support health and prescription benefits to part-time elected officials, part-time appointed officials, and part-time employees and agrees that it shall eliminate such benefits unless said benefits are contractually required

U. Miscellaneous Reporting Requirements

1. **Municipal Organizational Inventory:** The Municipality shall promptly submit to the Director, upon the Director's request, a list of all employees containing their name, salary, title, department or organizational unit, and date of hire, together with information identifying which employees were direct appointments of the Mayor.
2. **Findings by State or Federal Agencies:** The Municipality shall promptly notify the Director of all future findings, decisions, penalties, orders, and requirements resulting from complaints, investigations, and reports issued by State and Federal regulatory agencies, including, but not limited to, the Department of Labor, Civil Service Commission, and the Public Employment Relations Commission.
3. **Municipal Judgments and Settlements:** The Municipality shall promptly submit to the Director a copy of all judgments or settlements in excess of \$100,000 rendered or executed on and after the date of this Memorandum. The Director may, at the Director's discretion, request copies of any other judgments or settlements involving the Municipality or its employees regardless of the date of same.
4. **Government Records:** The Municipality shall immediately provide the Director with a copy of any complaint filed with the Superior Court or the Government Records Council against the Municipality or its officers with respect to a request for government records.
5. **Municipal Records:** The Municipality shall make available to the Director, upon the Director's request, any of the Municipality's records, including but not limited to bill lists, vouchers, active litigation files, etc.
6. **Waiver Approvals:** The Municipality shall maintain a list of all waiver approvals and provide them monthly to the Municipal Technical Advisor(s). It shall contain the information provided in Attachment (N).
7. **Budget Reports:** The Municipality shall provide quarterly budget reports no later than two weeks after the close of the reporting month. The report shall include, but not necessarily be limited to, the following:
 - a. For each budgeted item of Revenue
 - i. Approved budgeted amount
 - ii. Amount collected year to date
 - iii. Percentage of budgeted revenue collected year to date
 - iv. Previous year collected year to date

- b. For each budgeted Appropriation line item
 - i. Approved budgeted amount
 - ii. Amount expended year to date
 - iii. Percentage of approved budgeted amount expended year to date.
 - iv. Previous year expended year to date

- 8. **Pay Classification Plan:** The Municipality shall establish a pay classification plan with salary ranges for all municipal job titles within six months of execution of this MOU.

- 9. **Revenue Adjustments:** The Municipality shall annually review and adjust revenues in line with current cost of services for the following:
 - a. All shared services agreements
 - b. All agreements with outside agencies such as Housing and Parking Authorities.
 - c. All fees charged by the various municipal departments.

- 10. **National Fire Incident Reporting System (NFIRS):** The Municipality shall participate in the NFIRS and shall submit its data to DCA's Division of Fire Safety monthly.

V. Requirements of Local Finance Notices for Transitional Aid Application Process

The requirements outlined in LFN 2024-06 are incorporated herein by reference.

W. Good Faith Exceptions

The Municipality may apply in writing to the Director for a good cause exception of any condition or requirement contained in this MOU. The Director may also issue *sua sponte* exceptions from any condition or requirement contained in this MOU for good cause shown, as determined within her exclusive discretion.

X. Duration of Memorandum

The provisions of the MOU shall remain in force and effect until a successor MOU is executed. Provided, however, if the Municipality adopts a budget for CY 2024 that leaves a structural imbalance heading into 2024 that is greater than 5% of their levy as determined by the Director, the MOU shall remain in force and effect until a budget is adopted for 2025 or a subsequent year that is free of such a structural imbalance in the sole discretion of the Director. The Director's determination to extend the provisions of the MOU can be appealed to the Local Finance Board, but the Director's decision shall remain final unless and until a majority of appointed members vote to overturn the Director's decision. If the Municipality adopts a budget for Calendar Year 2024 that does not rely on Transitional Aid, the State may offer early termination.

Governing Body Acknowledgement

The Municipal Governing Body shall review this Memorandum and approve a resolution stating its awareness and acknowledging its contents.

Mayor

Date: _____

Chief Administrative Officer

Date: _____

Governing Body President

Date: _____

Certification of Municipal Clerk

Date: _____

Director, DLGS

Date: _____

Resolution #4

Resolution Authorizing A Contract To Various Vendors For Community Service Provider With The Use Of American Rescue Plan State Local Fiscal Recovery Funds (By Title)

RESOLUTION

**NOT available at time of print on
Wednesday, November 27, 2024.**



4

CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 12/03/2024

TO: City Council
FROM: Timothy J. Cunningham, Business Administrator

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT TO VARIOUS VENDORS FOR COMMUNITY SERVICE PROVIDER WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department- Division- Bureau	Phone	Email

ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director				
Supporting Department Director (if necessary)				
Grants Management				
Qualified Purchasing Agent	Y			
Director of Finance				

Approved by:
Business Administrator

Signature	Date
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Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds²
3. Addition supporting documents.

"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:

City Attorney	Signature	Date
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¹ For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

² Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT TO VARIOUS VENDORS FOR COMMUNITY SERVICE PROVIDER WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- Each listed vendor will provide the following community programs for one year
- TBD - \$ - Programs: TBD
- TBD - \$ - Programs: TBD
- TBD - \$ - Programs: TBD

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$TBD

APPROPRIATION NUMBER: G-02-FF-712-20M

PROCUREMENT: RFP 24-34 – Received (TBD) proposals on December 3, 2023

IMPACT STATEMENT:

- N/A

SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

Name

Phone/Email

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	N/A
Name of Vendor	VARIOUS
Purpose or Need for service:	COMMUNITY PROGRAM PROVIDERS
Contract Award Amount	TBD
Term of Contract	12 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	G02-FF-712-20M
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	CC: RFP 24-34 – RECEIVED (TBD) PROPOSALS ON DECEMBER 3, 2024
Were other proposals received? If so, please attach the names and amounts for each proposal received?	TBD

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

_____ Mayor's Signature*	Date _____
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_____ Business Administrator/Manager Signature	Date _____
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*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Financial Officer affirms that there is adequate funding available for this action.

Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date _____

For LGS use only:

 Approved Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

R-5

DB:dh
12-03-24

RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 FORD E450 VEHICLE THROUGH HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION COOPERATIVE USING AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

WHEREAS, there exists a need to purchase a 14 passenger van with wheelchair accessibility; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.1 et seq., the City of Camden is a member of the Hunterdon County Educational Services Commission Cooperative #34HUNCCP (HCESC), and is authorized to make purchases from contracts awarded by the HCESC; and

WHEREAS, the City desires to utilize HCESC Contract #HCESC-VEH-22-11 to purchase a 2025 Ford E450 High Level 14 Passenger Van from H.A. DeHart & Son in the amount of ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$146,688.00); and

WHEREAS, the Purchasing Agent has determined that purchasing a 2025 Ford E450 High Level 14 Passenger Van from H.A. DeHart & Son, via HCESC Contract #HCESC-VEH-22-11 will result in a cost savings to the City and has recommended that the City utilize Contract #HCESC-VEH-22-11 for the purchase; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "G-02-FF-712-20U" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to H.A. DeHart Son, Inc., 311 Crown Point Road, Thorofare, NJ 08086 for the purchase of a 2025 Ford E450 High Level 14 Passenger Van to provide wheelchair bound residents being transported to City events/programs under Hunterdon County Educational Services Commission Cooperative Contract #HCESC-VEH-22-11, in the amount of ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$146,688.00), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Dated: December 3, 2024

The above has been reviewed and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

Special Mtg

COUNCIL MEETING DATE: 12/03/2024

TO: City Council
FROM: Dorri Brown, Acting Director of Human Services

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2025 FORD E450 HIGH LEVEL HLE 24 VEHICLE THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact: Lateefah Admin-Purchasing 856-757-7475 lachandl@ci.camden.nj.us
Chandler

Table with 4 columns: Name, Department-Division-Bureau, Phone, Email

ENDORSEMENTS

Table with 5 columns: Recommend Approval (Y/N), Signature, Date, Comments. Rows include Responsible Department Director, Supporting Department Director, Director of Grants Management, Qualified Purchasing Agent, Director of Finance.

Approved by: Business Administrator

Signature Date

Attachments (list and attach all available):

- 1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)1
2. Certification of Funds2
3. Addition supporting documents.

Walk-on note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by: City Attorney

Signature

NOV 26 2024

Date

1 For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

2 Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE PURCHASE OF 2025 FORD E450 HIGH LEVEL HLE 24 VEHICLE THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- Through Hunterdon County Cooperative, HCESC-VEH-22-11, DHS will procure a new 14 passenger van - 12 regular seats with availability for 2 wheelchair from H.A. DeHart Son, Inc, 311 Crown Point Road, Thorofare, NJ 08086
- New van will provide the same opportunities for wheelchair bound residents that mobility capable seniors and youths have in being transported to City events/programs.

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$146,688.00

APPROPRIATION NUMBER: G-02-FF-712-20U

PROCUREMENT: N.J.A.C 5:34-7.1 HCESC-VEH-22-11

IMPACT STATEMENT:

- Will allow City to provide transportation to wheelchair bound residents to City events/programs. This is the only wheelchair lift vehicle in the City's fleet

SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

Name

Phone/Email

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	H.A. DEHART SON, INC
Purpose or Need for service:	PURCHASE OF 2025 FORD E450 HIGH LEVEL HLE24 14 PASSENGER WHEEL CHAIR LIFT VAN
Contract Award Amount	\$146,688
Term of Contract	~4 WEEKS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	ARP
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.1 – HCESC-VEH-22-11
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

 Mayor's Signature* Date _____

 Business Administrator/Manager Signature Date _____

DB:dh
12-03-24

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 PICKUP TRUCKS THROUGH COUNTY COOPERATIVE USING AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

WHEREAS, there exists a need to purchase two (2) Ford F250 pickup trucks from SHI Winner Ford for various City divisions/departments; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.1 et seq., the City of Camden is a member of the Bergen County Cooperative Contract #BC-BID-24-43, and is authorized to make purchases from contracts awarded by the NJCPA; and

WHEREAS, the Purchasing Agent has determined that purchasing two (2) Ford F250 pickup trucks from Winner Ford, via Bergen County Cooperative Contract #BC-BID-24-43 will result in a cost savings to the City and has recommended that the City utilize Contract #BC-BID-24-43 for the purchase; and

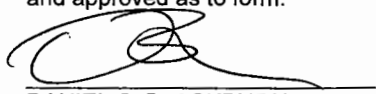
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "G-02-FF-712-22U" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034 for the purchase of two (2) Ford F250 pickup trucks under Bergen County Cooperative Contract #BC-BID-24-43, in the amount of ONE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS AND TWENTY-EIGHT CENTS (\$138,362.28), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Dated: December 3, 2024

The above has been reviewed and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: WINNER FORD

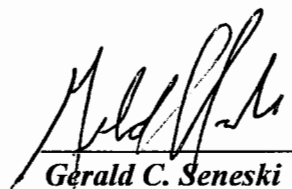
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT:\$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-FF-712-22U (ARP)
AMOUNT: \$138,362.28
- CAPITAL ORDINANCE
AMOUNT:\$

PDETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$138,362.28

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 TRUCKS THROUGH COUNTY COOPERATIVE



Gerald C. Seneski
Chief Financial Officer
Date: 12/2



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE 12/03/2024

TO: City Council
FROM: KEITH L. WALKER, DIRECTOR OF PUBLIC WORKS

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 PICKUP TRUCKS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director	Y			
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y			
Director of Finance	Y			

Approved by:
Business Administrator

	Signature	Date
--	-----------	------

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds²
3. Addition supporting documents.

"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:	Signature	Date
City Attorney		

¹ For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

² Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 PICKUP TRUCKS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- Purchase of two (2) Ford F250 pickup trucks from Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034
 - Regular Ford 250 to Fleet to transport mechanics to fix vehicles on site. Replacing '90s F150 end of life
 - Ford F250 Utility Body Traffic Engineering Bureau ('95 Ranger). Replacing older model vehicles at the end of life
- Vehicles will allow staff to complete and oversee daily operational and administrative functions
- Vehicles will include snowplow kits to assist with snow removal on narrow streets and alleys

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$138,362.28

APPROPRIATION NUMBER: G-02-FF-712-20U

PROCUREMENT: N.J.A.C 5:34-7.1

IMPACT STATEMENT:

- Vehicles needed in order for DPW employees to clear yards, pick up trash, clear snow covered streets, and other public safety duties.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Director Keith Walker, DPW

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7475

Name

Phone/Email

CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	R2402314

S H I P T O	DEPT OF PUBLIC WORKS 101 NEWTON AVENUE CAMDEN, NJ 08103 ATTN: A. CHAN
V E N D O R	VENDOR #: WIN01 WINNER FORD 250 HADDONFIELD-BERLIN RD CHERRY HILL, NJ 08034

ORDER DATE: 12/02/24
 DELIVERY DATE:
 STATE CONTRACT: BC BID 24-43
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2025 F250 SUPER CAB 4X4 6.8L V8 ENGINE 10 SPEED AUTOMATIC TO INCLUDE; WESTERN 8' PRO PLUS SNOW PLOW, RUBBER DEFLECTOR, LED PLOW LIGHTS, COMBO PINTLE & BALL, WHELEN 54" LIGHT BAR, AMBER, GRILL LIGHTS AND TAIL LIGHTS, AMBERSTANDATO INCLUDE: WESTERN	G-02-FF-712-20U	63,595.7900	63,595.79
1.00	'25 F250 SUPER CAB 4X4 8' UTL BODY 6.8L V8 ENGINE 10 SPEED AUTOMATIC TO INCLUDE: KNAPHEIDE 8" UTILITY BODY, RELOCATE CAMERA, MASTER LOCK, SPRAY LINER IN CARGO AREA, WESTERN 8' PRO PLUS SNOW PLOW, RUBBER DEFLECTOR, LED PLOW LIGHTS, COMBO PINTLE & BALL, WHELEN 54" LIGHT BAR, AMBER, GRILL LIGHTS AND TAIL LIGHTS, AMBERS: REPLACES RES # RES DATE 12/3/2024	G-02-FF-712-20U	74,766.4900	74,766.49
			TOTAL	138,362.28

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	N/A
Name of Vendor	WINNER FORD
Purpose or Need for service:	PURCHASE OF TWO (2) F250 PICKUP TRUCKS
Contract Award Amount	\$138,362.28
Term of Contract	~6 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	YES (ARP)
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.1
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

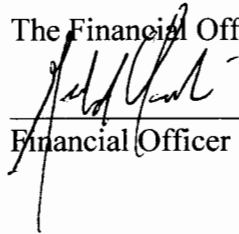
Date_____

Business Administrator/Manager Signature

Date_____

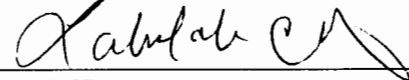
*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Financial Officer affirms that there is adequate funding available for this action.



Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.



Certifying Officer Date _____

For LGS use only:

Approved Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____



Linda Hoffman
 856-214-0759 Phone
 856-488-1915 Fax

lhoffman@winnerford.com

Bergen County Cooperative Contract
 BC-BID-24-43

November 27, 2024
 County of Camden
 ATTN: Lateefah

2025 F250 Utility

	MSRP	DISCOUNT
X2B F250 Super Cab 4x4	50635.00	44406.89
99A 6.8L V8 Engine	INC	INC
44F 10 Speed Automatic	INC	INC
17Z Off Road Package	995.00	935.30
18B Running Boards	445.00	418.30
43C 120V/400W Outlet	175.00	164.50
43K Pro Power Onboard	985.00	925.90
473 Snow Plow Prep	250.00	235.00
52S Interior Work Surface	140.00	131.60
61S Splash Guards	130.00	122.20
66S Upfitter Switches	165.00	155.10
76C Back UP Alarm	220.00	206.80
76S Remote Start	250.00	235.00
85G Tailgate Step	375.00	352.50
86M Dual Battery	210.00	197.40
Destination and Delivery		1995.00
Delivery Charge		200.00
Knapheide 8' Utility Body		9700.00
Relocate Camera		365.00
Master Lock		600.00
Spray Liner in Cargo Area		1065.00
Western 8' Pro Plus Snow Plow		6945.00
Rubber Deflector		295.00
LED Plow Lights		690.00
Combo Pintle and Ball		395.00
Whelen54" Light Bar, Amber		2735.00
Grill Lights and Tail Lights, Amber		1295.00
COMPLETE COST OF VEHICLE:		74766.49



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

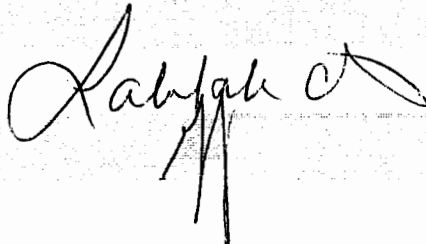
COUNCIL MEETING DATE 12/03/2024

TO: City Council
FROM: KEITH L. WALKER, DIRECTOR OF PUBLIC WORKS

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 PICKUP TRUCKS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department-Division-Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Director of Grants Management Qualified Purchasing Agent Director of Finance	Y			

Approved by:
Business Administrator

	Signature	Date
--	-----------	------

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds²
3. Addition supporting documents.

“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:

	Signature	Date
--	-----------	------

¹ For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

² Mandatory for any financial commitment to the City or expenditure of City Funds.

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: WINNER FORD

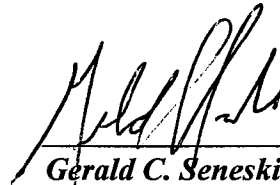
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT:\$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-FF-712-22U (ARP)
AMOUNT: \$138,362.28
- CAPITAL ORDINANCE
AMOUNT:\$

PDETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE: \$138,362.28

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 TRUCKS THROUGH COUNTY COOPERATIVE



Gerald C. Seneski
Chief Financial Officer
Date: 12/2

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) FORD F250 PICKUP TRUCKS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- Purchase of two (2) Ford F250 pickup trucks from Winner Ford, 250 Haddonfield-Berlin Road, Cherry Hill, NJ 08034
 - Regular Ford 250 to Fleet to transport mechanics to fix vehicles on site. Replacing '90s F150 end of life
 - Ford F250 Utility Body Traffic Engineering Bureau ('95 Ranger). Replacing older model vehicles at the end of life
- Vehicles will allow staff to complete and oversee daily operational and administrative functions
- Vehicles will include snowplow kits to assist with snow removal on narrow streets and alleys

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$138,362.28

APPROPRIATION NUMBER: G-02-FF-712-20U

PROCUREMENT: N.J.A.C 5:34-7.1

IMPACT STATEMENT:

- Vehicles needed in order for DPW employees to clear yards, pick up trash, clear snow covered streets, and other public safety duties.

SUBJECT MATTER EXPERTS/ADVOCATES:

- Director Keith Walker, DPW

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7475

Name

Phone/Email

CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	R2402314

SHIP TO	DEPT OF PUBLIC WORKS 101 NEWTON AVENUE CAMDEN, NJ 08103 ATTN: A. CHAN
VENDOR	VENDOR #: WIN01 WINNER FORD 250 HADDONFIELD-BERLIN RD CHERRY HILL, NJ 08034

ORDER DATE: 12/02/24
 DELIVERY DATE:
 STATE CONTRACT: BC BID 24-43
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2025 F250 SUPER CAB 4X4 6.8L V8 ENGINE 10 SPEED AUTOMATIC TO INCLUDE; WESTERN 8' PRO PLUS SNOW PLOW, RUBBER DEFLECTOR, LED PLOW LIGHTS, COMBO PINTLE & BALL, WHELEN 54" LIGHT BAR, AMBER, GRILL LIGHTS AND TAIL LIGHTS, AMBERSTANDATO INCLUDE:	G-02-FF-712-20U	63,595.7900	63,595.79
1.00	WESTERN '25 F250 SUPER CAB 4X4 8' UTL BODY 6.8L V8 ENGINE 10 SPEED AUTOMATIC TO INCLUDE: KNAPEIDE 8" UTILITY BODY, RELOCATE CAMERA, MASTER LOCK, SPRAY LINER IN CARGO AREA, WESTERN 8' PRO PLUS SNOW PLOW, RUBBER DEFLECTOR, LED PLOW LIGHTS, COMBO PINTLE & BALL, WHELEN 54" LIGHT BAR, AMBER, GRILL LIGHTS AND TAIL LIGHTS, AMBERS: REPLACES RES # RES DATE 12/3/2024	G-02-FF-712-20U	74,766.4900	74,766.49
			TOTAL	138,362.28

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
--------------	----------------

Professional Service or EUS Type	N/A
Name of Vendor	WINNER FORD
Purpose or Need for service:	PURCHASE OF TWO (2) F250 PICKUP TRUCKS
Contract Award Amount	\$138,362.28
Term of Contract	~6 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	YES (ARP)
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.1
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date

Business Administrator/Manager Signature

Date



Linda Hoffman

856-214-0759 Phone

856-488-1915 Fax

lhoffman@winnerford.com

Bergen County Cooperative Contract

BC-BID-24-43

November 27, 2024

County of Camden

ATTN: Lateefah

2025 F250 Utility

	MSRP	DISCOUNT
X2B F250 Super Cab 4x4	50635.00	44406.89
99A 6.8L V8 Engine	INC	INC
44F 10 Speed Automatic	INC	INC
17Z Off Road Package	995.00	935.30
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43K Pro Power Onboard	985.00	925.90
473 Snow Plow Prep	250.00	235.00
52S Interior Work Surface	140.00	131.60
61S Splash Guards	130.00	122.20
66S Upfitter Switches	165.00	155.10
76C Back UP Alarm	220.00	206.80
76S Remote Start	250.00	235.00
85G Tailgate Step	375.00	352.50
86M Dual Battery	210.00	197.40
Destination and Delivery		1995.00
Delivery Charge		200.00
Knapheide 8' Utility Body		9700.00
Relocate Camera		365.00
Master Lock		600.00
Spray Liner in Cargo Area		1065.00
Western 8' Pro Plus Snow Plow		6945.00
Rubber Deflector		295.00
LED Plow Lights		690.00
Combo Pintle and Ball		395.00
Whelen54" Light Bar, Amber		2735.00
Grill Lights and Tail Lights, Amber		1295.00
COMPLETE COST OF VEHICLE:		74766.49



Linda Hoffman
856-214-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
Bergen County Cooperative Contract
BC-BID-24-43

November 27, 2024
 County of Camden
 ATTN: Lateefah

2025 F250

	MSRP	DISCOUNT
X2B F250 Super Cab 4x4	50635.00	44406.89
99A 6.8L V8 Engine	INC	INC
44F 10 Speed Automatic	INC	INC
17Z Off Road Package	995.00	935.30
18B Running Boards	445.00	418.30
43C 120V/400W Outlet	175.00	164.50
43K Pro Power Onboard	985.00	925.90
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61S Splash Guards	130.00	122.20
66S Upfitter Switches	165.00	155.10
76C Back UP Alarm	220.00	206.80
76S Remote Start	250.00	235.00
85G Tailgate Step	375.00	352.50
85S Spray in Bedliner	595.00	559.30
86M Dual Battery	210.00	197.40
Destination and Delivery		1995.00
Delivery Charge		200.00
Western 8' Pro Plus Snow Plow		6945.00
Rubber Deflector		295.00
LED Plow Lights		690.00
Combo Pintle and Ball		395.00
Whelen54" Light Bar, Amber		2735.00
Grill Lights and Tail Lights, Amber		1295.00
COMPLETE COST OF VEHICLE:		63595.79

DB:dh
12-03-24

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF HVAC
UNITS FOR VARIOUS LOCATIONS THROUGHOUT THE CITY VIA THE
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION COOPERATIVE
WITH THE USE AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL
RECOVERY FUNDS**

WHEREAS, there exists a need for the purchase and installation of HVAC units ("HVAC Services") for multiples locations throughout the City; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.1 et seq., the City of Camden is a member of the Hunterdon County Educational Services Commission Cooperative #34HUNCCP (HCESC), and is authorized to make purchases from contracts awarded by the HCESC; and

WHEREAS, the City desires to utilize HCESC Contract #HCESC-SER-16 to enter into a contract with McCloskey Mechanical to provide HVAC services with the use of American Rescue Plan Act State and Local Fiscal Recovery Funds in the amount of ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$122,767.00); and

WHEREAS, the Purchasing Agent has determined that utilizing HCESC Contract #HCESC-SER-16 to procure HVAC services from McCloskey Mechanical via HCESC Contract #HCESC-SER-16 will result in a cost savings to the City and has recommended that the City utilize Contract #HCESC-SER-16 to procure HVAC Services; and

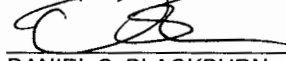
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line items G-02-FF-712-20J, G-02-FF-712-20V, and G-02-FF-12-20K, and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to McCloskey Mechanical to provide HVAC services to multiple locations throughout the City with the use of American Rescue Plan Act State and Local Fiscal Recovery Funds in the amount of ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$122,767.00) pursuant to Public Contracts Law, P.L. 1971, Chapter 198, and that the proper City of Camden Officials shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Dated: December 3, 2024

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO: MCCLOSKEY MECHANICAL

THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:
- AMOUNT \$
- APPROPRIATION RESERVE:

AMOUNT: \$

- DEDICATED BY RIDER:

AMOUNT: \$

- RESERVE FOR STATE AND FEDERAL GRANT: G-02-FF-712-20J (\$39,044.00) G-02-FF-712-20V (\$36,720.00)G-02-FF-712-20K (\$37,061.00)
- AMOUNT \$
- CAPITAL ORDINANCE

AMOUNT: \$

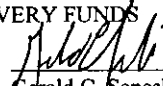
- TRUST ACCOUNT:

AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 112,825.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING THE INSTALLATION OF HVAC UNITS FOR VARIOUS OFFICES / LOCATIONS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS



Gerald C. Seneski
Chief Financial Officer
Date: 11/26



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

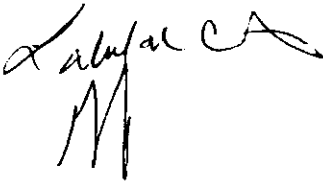
COUNCIL MEETING DATE: 12/03/2024

TO: City Council
FROM: Timothy J. Cunningham, Business Administrator

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE INSTALLATON OF HVAC UNITS FOR VARIOUS OFFICES/LOCATIONS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact:	Lateefah Chandler	Admin-Purchasing	856-757-7475	lachandl@ci.camden.nj.us
	Name	Department- Division- Bureau	Phone	Email

ENDORSEMENTS

	Recommend Approval (Y/N)	Signature	Date	Comments
Responsible Department Director Supporting Department Director (if necessary) Grants Management				
Qualified Purchasing Agent Director of Finance	Y			

Approved by:
Business Administrator

	Signature	Date
--	-----------	------

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds²
3. Addition supporting documents.

“Walk-on” note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:

City Attorney	Signature	Date
---------------	-----------	------

¹ For Example: Form “A” - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form “D” - Contract Request, Form “E” - Creation/Extension of Services, Form “G” - Grant Approval, Form “H” - Bond Ordinance or Contract Request, Form “I”, “Best Price Insurance Contracting” Model Ordinance

² Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING THE INSTALLATION OF HVAC UNITS FOR VARIOUS OFFICES/LOCATIONS THROUGH COUNTY COOPERATIVE WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- McCloskey Mechanical, 445 Lower Landing Road, Blackwood NJ 08012 will supply and install HVAC units via Hunterdon County Cooperative (HCESC-SER-16) for the following locations
 - Room 201 – Council Offices – unit is old, replacement parts are hard to obtain and last service – replacement recommended (National Comfort Products B61-445)- \$21,309.00
 - Room 325 – Capital Improvements – unit is old, has not been cleaned service effective due to position outside of window. Rental of crane needed to remove unit to clean and service coils – replacement unit (National Comfort Products B66-544) \$17,735.00
 - N. Camden Boxing Gym – new installation to increase circulation and air flow especially during hot summer months \$73,781.00

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$112,825

APPROPRIATION NUMBER: G-02-FF-712-20J (\$39,044) G-02-FF-712-20V (\$36,720) & G-02-FF-712-20K (\$37,061.00)

PROCUREMENT: N.J.A.C 5:34-7.1 – HCESC-SER-16

IMPACT STATEMENT:

- N/A

SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

Name

Phone/Email

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	MCCLOSKEY MECHANICAL
Purpose or Need for service:	REPLACEMENT/INSTALLATION OF NEW HVAC UNITS FOR VARIOUS CITY LOCATIONS
Contract Award Amount	\$112,825
Term of Contract	~12-24 WEEKS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N/A
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.A.C 5:34-7.1 - HCESC-SER-16
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

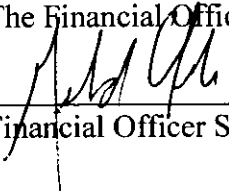
If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature* Date _____

Business Administrator/Manager Signature Date _____

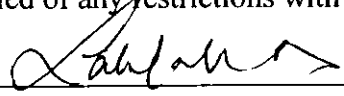
*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Financial Officer affirms that there is adequate funding available for this action.



Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.



Certifying Officer Date _____

For LGS use only:

 Approved Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

CAMDEN CITY

520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	R2402257

S H I P T O	CITY HALL - PURCHASING 520 MARKET ST, ROOM 213 CAMDEN, NJ 08102
	V E N D O R

ORDER DATE: 11/20/24
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

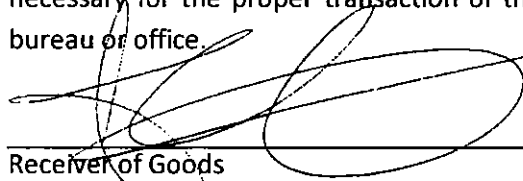
QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Hvac Services McCloskey Mechanical contractors to provide HVAC Repair replacement for Capital improvements.	G-02-FF-712-20U	17,735.0000	17,735.00
1.00	Hvac Services Provide hvac service to Camden City Council	G-02-FF-712-20U	21,309.0000	21,309.00
			TOTAL	39,044.00

CITY OF CAMDEN
 PURCHASING BUREAU
 2024 NOV 26 AM 9:10

Approved:

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

 Department Head Date


 Receiver of Goods Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

CAMDEN CITY
 520 MARKET STREET
 P O BOX 95120
 CAMDEN, NJ 08101-5120
 TEL (856)757-7000

REQUISITION	
NO.	R2402291

S H I P T O	DEPARTMENT OF HUMAN SERVICES NORTH CAMDEN COMMUNITY CENTER 1000 N. 6TH STREET CAMDEN, NJ 08102
	V E N D O R

ORDER DATE: 11/27/24
 DELIVERY DATE:
 STATE CONTRACT: HCESC-SER-21A
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	N. CAMDEN BOXING GYM HVAC	G-02-FF-712-20V	36,720.0000	36,720.00
1.00	INSTALL OF ONE NEW GAS FIRED HEAT COOL AC UNIT WITH DUCT EXTENSIONS ON ROOF. WILL DISCONNCT CURRENT REZNOR HEAT ONLY RTU FROM GAS PIPPING AND LINE VOLTAGE AND REMOVE OFFSITE. QUOTE #W1012024-D2 RES # RES DATE 12/3/2024 Pricing per Hunterdon County ESC Cooperative Bid HVAC Services #HCESC-Ser-24-16	G-02-FF-712-20K	37,061.0000	37,061.00
			TOTAL	73,781.00

Approved: 

I hereby certify that the work or supplies specified are necessary for the proper transaction of the business of this bureau or office.

Department Head _____ Date _____ Receiver of Goods _____ Date _____

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU



**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION
COOPERATIVE PURCHASING PROGRAM**

37 Hoffmans Crossing Road, Califon, NJ 07830

<https://purchasing.hcesc.com>

#34HUNCCP

HVAC Services #HCESC-SER-24-16

Effective November 3, 2024 through November 3, 2026

Mandatory documents required for these trades can be downloaded from our website. Vendors are required, when requested, to submit Certificates of Insurance naming your district as an additional insured prior to the start of any project. Also, a Performance Bond payable by members can be requested. Billing travel time is not permitted under these contracts. Remember, these are time and material contracts so it's imperative you remain aware of the comings and goings of these vendors to be sure you are being billed correctly.

NEW - Alternate Awarded Vendor - In the event the Primary Contractor declines the work due to unavailable workforce and/or fails to respond to an inquiry within 24 hours, the Co-op Member has the option of contracting with the Secondary Contractor (Only the counties that have an asterisk have an alternate awarded vendor). Be sure to document your attempt(s) to contact the primary vendor.

NEW - Service Call (Flat fee) shall apply when a quote is requested and work is NOT performed. Fees are stated below per vendor.

Awarded Vendors

Vendor		Labor /Hour	Parts Mark Up	Counties Served
McCloskey Mechanical Contractors 445 Lower Landing Road Blackwood, NJ 08012 Contact: Robert Reeves (856) 784-5080 <u>rob@mccloskeymechanical.com</u> Service Call \$170	Primary Contractor	\$85.25	20%	All Counties

Emergency labor on Saturdays or outside the regular workday of 8 a.m. to 4 p.m. will be paid for at the rate of 1.5 times the contract time charges. Emergency labor on holidays and Sundays will be paid for at the rate of 2.0 times the contract time charges.

To ensure discount pricing please document all PO's with "Pricing per Hunterdon County ESC Cooperative Bid HVAC Services #HCESC-Ser-24-16".

Questions? Lisa, lperry@hunterdonesc.org Ph: (908) 439-4280 x1474

H-8

DB:AV
12-03-24

RESOLUTION AUTHORIZING A CONTRACT TO NORTHEAST ROOF MAINTENANCE FOR ROOF REPLACEMENT AT THE PUBLIC WORKS BUILDING USING AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

WHEREAS, the City of Camden has a need to acquire services by a duly licensed roofing company to provide roof replacement at the Department of Public Works building (the "Project"); and

WHEREAS, pursuant to N.J.S.A. 40A:11-11, the City is a member of the Bergen County Cooperative Purchasing Alliance ("BCC"); and

WHEREAS, the Purchasing Agent recommends the City utilize the BCC to enter into a contract with Northeast Roof Maintenance ("NRM") to complete the Project for an amount not to exceed TWO MILLION FOUR HUNDRED TWENTY THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$2,420,235.00); and

WHEREAS, the City desires to fund a portion of the project using American Rescue Plan State & Local Fiscal Recovery Funds in the amount of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00); and

WHEREAS, the Purchasing Agent has recommended to the Council of the City of Camden, that the Council award a contract to Northeast Roof Maintenance to supply labor, materials, etc. to replace majority of the deteriorating roof needed to improve the Public Works building for an amount not to exceed TWO MILLION FOUR HUNDRED TWENTY THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$2,420,235.00); and


WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the budget of the City of Camden under line item(s) "G-02-FF-712-20J (\$1,200,000) and 4-01-09-930-872 (\$1,220,235)", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper City Officers of the City of Camden are hereby authorized to execute a contract with Northeast Roof Maintenance, for an amount not to exceed TWO MILLION FOUR HUNDRED TWENTY THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$2,420,235.00) to provide roof replacement at the Department of Public Works building, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date: December 3, 2024

The above has been reviewed and approved as to form.


DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, DIRECTOR FOR THE FINANCE DEPARTMENT FOR THE CITY OF CAMDEN, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

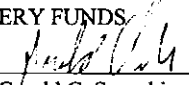
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION: 4-01-09-930-872
AMOUNT \$ 1,220,235.00
APPROPRIATION RESERVE:
AMOUNT: \$
- DEDICATED BY RIDER:
AMOUNT: \$
- RESERVE FOR STATE AND FEDERAL GRANT: G-02-FF -712-20J
AMOUNT \$ 1,200,00.00
- CAPITAL ORDINANCE
AMOUNT: \$
- TRUST ACCOUNT:
AMOUNT: \$

DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE \$ 2,420,235.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A CONTRACT TO NORTHEAST ROOF MAINTENANCE FOR ROOF REPLACEMENT AT THE PUBLIC WORKS BUILDING WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS.



Gerald C. Seneski
Chief Financial Officer
Date: _____



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

*Special Meeting
DEC 3, 2024*

COUNCIL MEETING DATE: ~~11/14/2024~~

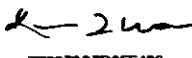

TO: City Council
FROM: Keith Walker, Department of Public Works

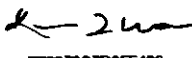
TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT TO NORTHEAST ROOF MAINTENANCE FOR ROOF REPLACEMENT AT THE PUBLIC WORKS BUILDING WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

Point of Contact: Lateefah Admin-Purchasing 856-757-7475 lachandl@ci.camden.nj.us
Chandler

Name	Department- Division- Bureau	Phone	Email
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ENDORSEMENTS

Responsible	Recommend Approval (Y/N)	Signature	Date	Comments
Department Director	Y		11/13/2024	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y			
Director of Finance	Y			

DocuSigned by:
 11/13/2024
FF2078C7D85F486...

Approved by:
Business Administrator

Signature Date

Attachments (list and attach all available):

1. Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)¹
2. Certification of Funds²
3. Addition supporting documents.

"Walk-on" note: All walk-on legislation must be pre-approved by the Business Administrator. The Department Director and Contact Person are jointly responsible for delivering all necessary documents to the City Clerk for distribution at the Council Meeting.

Received by:
City Attorney



NOV 26 2024

Signature Date

¹ For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance
² Mandatory for any financial commitment to the City or expenditure of City Funds.

EXECUTIVE SUMMARY

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT TO NORTHEAST ROOF MAINTENANCE FOR ROOF REPLACEMENT AT THE PUBLIC WORKS BUILDING WITH THE USE OF AMERICAN RESCUE PLAN STATE LOCAL FISCAL RECOVERY FUNDS

FACTS/BACKGROUND: (Executive level details. Short concise bullets)

- Northeast Roof Maintenance (NRM), 649 Catherine Street, Perth Amboy, NJ 08861 will supply labor, materials, etc to replace majority of the Public Works roof (includes 5% allowance).
 - Roof Area C - low sloped Built-Up Roof - \$460,800
 - Roof Area B – low sloped Built-Up Roof - \$276,400
 - Roof Area E - low sloped Built-Up Roof /sloped metal roof - \$342,200
 - Roof Area A – Sloped Metal Roof - \$1,309,835
 - Required Snow Rail on Roof Area A - \$21,000
- This project will replace a deteriorating, leaking roof at DPW and improve health and working conditions for staff along with alleviating any damages to materials, equipment, stored in this building

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$2,420,235.00

APPROPRIATION NUMBER: G-02-FF-712-20J (\$1,200,000) & 4-01-09-930-872 - \$1,220,235

PROCUREMENT: N.J.S.A. 40A: 11-12

IMPACT STATEMENT:

- Roof replacement needed to improve working conditions for staff and reduce damages to materials, equipment, etc. store in the building

SUBJECT MATTER EXPERTS/ADVOCATES:

- N/A

COORDINATION:

- N/A

Prepared by: **LATEEAH CHANDLER**

856-757-7159

Name

Phone/Email

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	CITY OF CAMDEN
Professional Service or EUS Type	N/A
Name of Vendor	NORTHEAST ROOF MAINTENANCE
Purpose or Need for service:	DPW ROOF REPLACEMENT
Contract Award Amount	\$2,420,235
Term of Contract	~90 CALENDAR DAYS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	G-02-FF-712-20J & 4-01-09-930-872
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	NJSA 40A:11-11
Were other proposals received? If so, please attach the names and amounts for each proposal received?	NO

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature

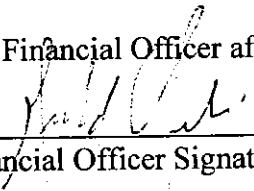
Date _____

Business Administrator/Manager Signature

Date _____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Financial Officer affirms that there is adequate funding available for this action.



Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer Date _____

For LGS use only:

Approved Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

Lateefah Chandler

From: Harry Fox <hfox@erinj.com>
Sent: Wednesday, November 13, 2024 5:43 PM
To: Lateefah Chandler
Subject: (EXTERNAL) PW roof

Hi Lateefah,

I tried calling your number and it keeps saying that that number has been disconnected.?

Here are the prices:

- A. Replace all flat roofs, including deck repairs: \$1,532,200.00.
- B. Replace roof "A"(Main Garage sloped roof), including deck repairs, and install snow rail system: \$1,340,835.00

Repair roof "A" at front right corner including soffit and fascia: **Estimated cost** \$85,000.00

Totals:

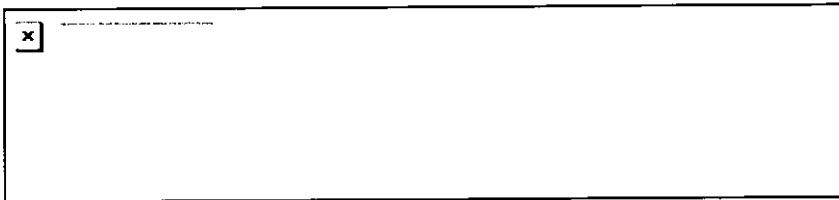
- 1. Replace **entire** roof: \$2,873,035.00
- 2. Replace all flat roof areas and repair sloped roof: **Estimate** ~~\$1,425,000.00~~ 1,532,200 + 85,000. = \$1,617,200

If you wanted to do option 2, since we don't have a quote from the contractor, you can award option A above at \$1,532,200.00 and we could do a change order for the roof repairs at the sloped roof.


Hope this helps. Feel free to call me on my cell at any time, 856-981-0483

Thanks,
Harry

--
Harry R. Fox
Partner/Project Manager



Like us on [Facebook](#) or find us online at www.erinj.com to learn more about our services and projects!

 Please consider the environment before printing this e-mail

Lateefah Chandler

From: Charles Chelotti
Sent: Wednesday, November 13, 2024 9:04 PM
To: Lateefah Chandler
Cc: Keith L. Walker; Dr. Edward C. Williams, Dir. of Planning & Development
Subject: FW: FW: (EXTERNAL) Public Works Roof Replacement

Lateefah:

See below from ERI. With the unknown weather you may want to add a month for weather, submittals, and punchlist.

If you need anything on this, just let me know.

Thanks
Charlie

From: Harry Fox <hfox@erinj.com>
Sent: Wednesday, November 13, 2024 5:16 PM
To: Charles Chelotti <Charles.Chelotti@camdennj.gov>
Subject: Re: FW: (EXTERNAL) Public Works Roof Replacement

Hi Charlie,

The actual construction time would be about 2 months. Some of the work is temperature sensitive so that could be a factor depending on when we can get authorization to proceed from the City, and of course Mother Nature.

I should be in the office all day tomorrow if you need to call. Also, my cell number is 856-981-0483, feel free to call at any time.

Thanks,
Harry

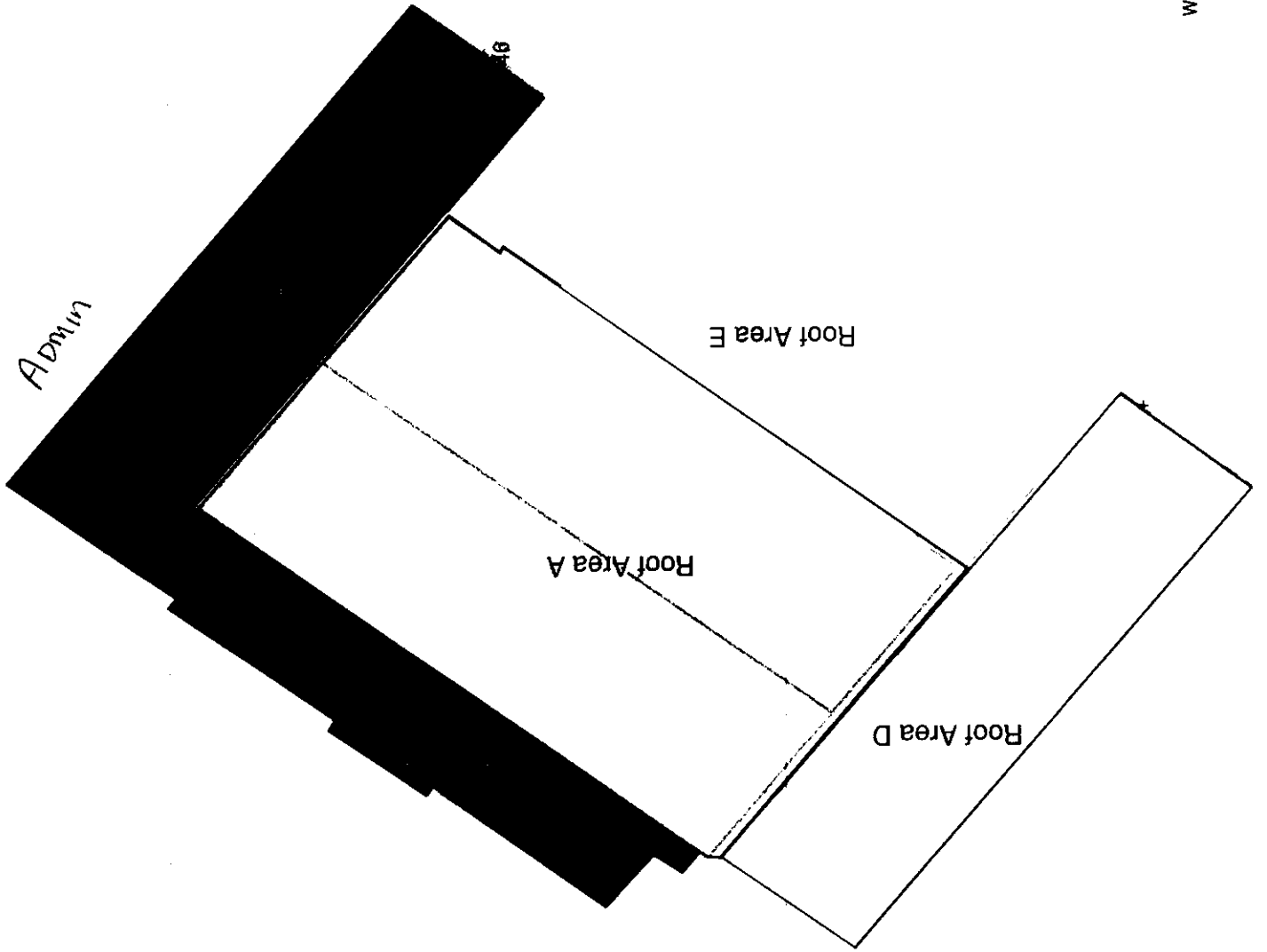
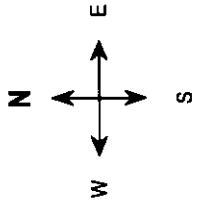
On Wed, Nov 13, 2024 at 3:35 PM Charles Chelotti <Charles.Chelotti@camdennj.gov> wrote:

Harry:

See below and just left you a vms asking if you had any idea of how long the project would take?

Thanks

Charlie



1A > C+B
1B
E-leftover

