



AGENDA

CITY OF CAMDEN
CITY COUNCIL SPECIAL MEETING

April 2nd, 2024 – 4:30 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

APRIL 2ND, 2024 – 4:30 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

ORDINANCES – SECOND READING

Department of Finance

1. ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMIT AND ESTABLISH A CAP BANK, FOR THE CALENDAR YEAR 2025 BUDGET

PUBLIC COMMENT

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

RESOLUTIONS

Department of Finance

1. RESOLUTION AUTHORIZING READING OF THE INTRODUCED AND APPROVED CALENDAR YEAR 2024 MUNICIPAL BUDGET OF THE CITY OF CAMDEN BY TITLE

Department of Administration

2. RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES

Planning & Development

3. RESOLUTION AUTHORIZING A CONTRACT TO REMINGTON & VERNICK ENGINEERS FOR MUNICIPAL CONSULTING AND ENGINEERING SERVICES

PUBLIC HEARING OF THE BUDGET

4. RESOLUTION ADOPTING THE CALENDAR YEAR 2024 BUDGET OF THE CITY OF CAMDEN

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
02-29-24

ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMIT AND ESTABLISH A CAP BANK, FOR THE CALENDAR YEAR 2024 BUDGET

WHEREAS, the Local Government Cap Law, NJSA 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, NJSA 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the City Council of the City of Camden in the County of Camden finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the City Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,046,166.41 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden, in the County of Camden, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the City of Camden shall, in accordance with this ordinance and NJSA 40A: 4-45.14, be increased by 3.5%, amounting to \$3,661,582.46, and that the CY 2024 municipal budget for the City of Camden be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

SECTION 1. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

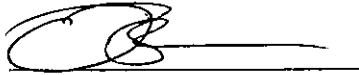
SECTION 2. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

SECTION 3. If any provision of this ordinance is declared invalid, such invalidity shall not affect the other provisions of this ordinance. Furthermore, the other provisions of this ordinance are deemed to be severable and remain in full force and effect.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 29, 2024

The above has been reviewed
and approved as to form.



DANIEL S. BLACKBURN
City Attorney

ANGEL FUENTES
President, City Council

VICTOR CARSTARPHEN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

R-1

DB:dh
04-02-24

**RESOLUTION AUTHORIZING READING OF THE INTRODUCED AND APPROVED
CALENDAR YEAR 2024 MUNICIPAL BUDGET OF THE CITY OF CAMDEN BY TITLE**

WHEREAS, N.J.S.A. 40A:4-8 as amended by Chapter 259, Laws of 1995, provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the governing body, conditioned that at least one week prior to the date of hearing a complete copy of the approved budget has been made available for public inspection. Copies must also be made available by the Clerk to persons requesting them; and

WHEREAS, these conditions have been met; now, therefore

BE IT RESOLVED, by the Mayor and City Council of the City of Camden that the budget be read by title only.

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: April 2, 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

R-2

DB:dh
04-02-24

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF CAMDEN AND CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES

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

WHEREAS, the City of Camden desires to enter into a shared services agreement with the Camden County Improvement Authority to serve as project management for various capital improvement projects throughout Camden City; and

WHEREAS, pursuant to the terms of the agreement CCIA will provide project management services and the expertise and capability to provide comprehensive services to City of Camden for the authorization and management of this project under the Shared Services Agreement; 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 Shared Services Agreement with the Camden County Improvement Authority to project management services.

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: April 2, 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
BY AND BETWEEN THE
CAMDEN COUNTY IMPROVEMENT AUTHORITY
AND
CITY OF CAMDEN**

THIS DOCUMENT constitutes a "Shared Services Agreement" ("Agreement") made by and between the Camden County Improvement Authority, a body politic and corporate of the State of New Jersey, having its principal place of business at 520 Market Street, Suite, 4300, Camden, NJ 08101 (the "CCIA") and the City of Camden, municipal corporation of the State of New Jersey, having its principal place of business at 520 Market Street, Camden, NJ 08101, ("City") (collectively the "Parties"). The date of execution of this Agreement is the day of , 2024.

WITNESSETH:

WHEREAS, the CCIA performs program management services ("Services"), project and construction management services, for programs and individual Projects involving the County of Camden, its affiliated agencies and municipalities to maximize economies and efficiencies in the operations of County or Municipal government; and

WHEREAS, The City has numerous Capital Projects including but not limited to street and sewer repairs, community center improvements, and other developments throughout the City and, at this time and for the reasonably foreseeable future, will have limited staff to provide the needed project management services to cover all the projects. Project"); and

WHEREAS, CCIA has the expertise and capability to provide comprehensive Services to Camden City for the authorization and management of this Project;

WHEREAS, N.J.S.A. 40A:65-1, *et seq* ("Uniform Shared Services and Consolidation Act") permits two local units to enter into a contract for any service which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the CCIA and Camden City 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 No. ____ adopted by Camden city's Council, and Resolution No. ____ adopted by the Camden County Improvement Authority, the Parties are authorized to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. PURPOSE AND SCOPE.

The purpose of the Agreement is for the CCIA to provide the most cost-effective services to Camden City Camden City and the residents of Camden and the County for the authorization and project management services various capital improvement projects throughout Camden City.

2. DUTIES AND RESPONSIBILITIES.

The specific duties and responsibilities of the CCIA is set forth in the proposal for Program Management Services, which is attached as Exhibit "A" and incorporated by reference herein including the scope of work to be performed and the overall project schedule. No additional services shall be performed without approval of both Parties.

A. Reporting

The CCIA will work directly with Camden City staff in providing the Services and provide regular progress reports in a format and schedule acceptable to Camden City.

B. Facilities

Camden City shall provide use of its facilities to the CCIA as may be required to perform the Services.

C. Clerical Support

Camden City shall provide reasonable clerical and administrative support as may be requested by the CCIA to perform these services provided that requested by CCIA does not require the addition of any clerical or administrative staff or Camden City incurring overtime payroll obligations.

3. FUNDING.

Services will be as set forth in Exhibit "A". This Exhibit will detail the phase and services the CCIA will provide to the City. Any third-party expense related to this project must be approved by both parties. If the CCIA issues payment, City shall reimburse the CCIA for these costs. All Projects costs shall be the responsibility of the City to pay or reimburse the CCIA for these costs.

4. CONFLICT OF INTEREST.

The CCIA represents that it is not aware of any conflict based upon its understanding of the Services to be provided under this Agreement and further agrees that in performing the Services it will comply with all applicable standards of conduct including but not limited to the New Jersey Local Government Ethics Law in providing Services and will avoid and disclose to Camden City any real conflict of interest or any appearance of a conflict of interest in the event that one arises.

5. TERM AND TERMINATION.

The term of this Agreement shall be for no longer than one year and subject to circumstances existing at that time, may be renewed for an additional year or other agreed upon time frame by mutual agreement of the CCIA and Camden City. In addition, either party may terminate the agreement by providing thirty (30) days' written notification to the other party for any reason or no reason whatsoever which notice shall also specify the effective date of the termination. In the event of termination, the Parties agree that the CCIA shall be paid for any unpaid amount(s) expended in performing its services up to the termination date.

6. NOTICES.

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

7. INDEMNIFICATION

The Parties shall indemnify and hold each other harmless and defend the other Party, their elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with their performance of services under this Agreement.

8. INSURANCE

The Parties agree to maintain liability and workers compensation insurance for the acts of their elected officials, employees, officers and agents.

9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions shall apply to this Agreement:

a. Governing Law

The Parties acknowledge that this Agreement was prepared pursuant to New Jersey law and that the laws of the State of New Jersey shall apply. The Parties agree to work cooperatively in providing documents in assisting the City of Camden to address and/or respond to any Open Public Records Act ("OPRA") request received by the City related to this Agreement.

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 the Parties hereto and approved by the governing bodies as may be required.

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. Invalid 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 is 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 either party which consent may be unreasonably withheld.

h. Affirmative Action

The Parties hereby agree to incorporate the affirmative action language attached hereto.

i. Americans with Disabilities/Equal Employment Opportunity

The Parties hereby agree to comply with the Americans with Disabilities Act and Equal Employment Opportunity Act as set forth in the attached Exhibits ___ and ___.

j. Audit

The CCLA shall permit Camden City and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as may be applicable:

Type of Contractors Audit Requirements

Non-Profits and Institutions
of Higher Education

State Funds –
N.J.O.M.B. Circular
Letter 98-07

State and Local Governments

Federal Funds -
OMB Circular A-133
(Revised)
State Funds -
N.J.O.M.B. Circular

Letter 98-07
Federal Funds -
OMB Circular A-133
(Revised)

For Profits

County's requirement of access as
detailed above.

Copies of the above-referenced circulars are available upon request from the Camden County Chief Financial Officer. **All non-profits, institutions of higher education, and state and local government contractors shall annually forward a copy of their Single Audit Report to Camden County at 520 Market Street, Camden, New Jersey 08102-1375.**

k. 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.

l. Binding Agreement

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

SIGNATURE PAGE ATTACHED HERETO

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

Witness:

CAMDEN COUNTY IMPROVEMENT AUTHORITY

By: _____

James Lex, Executive Director

CITY OF CAMDEN

By: _____

Victor Carstarphen, Mayor

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 of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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 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.

EXHIBIT A

PHASE I SCOPE OF SERVICES:

The Camden County Improvement Authority (CCIA) will provide Project Management Consulting services to Camden City. During this Phase, the CCIA shall provide the following services:

1. Represent the interests of City with the sole purpose of achieving your goals and objectives on the Capital projects.
2. Provide budget and schedule management for projects including design services and construction.
3. Coordinate stakeholder meetings
4. Provide the communication plan between the owner, design, and construction teams.
5. Assist with risk management and mitigation efforts on the design and construction.
6. Ensure management and enforcement of the construction contract.
7. Provide insight on procurement of the project team.
8. Review the construction documents to minimize any construction conflicts.
9. Review and approve and change orders presented to the city for projects.
10. Alert City Officials of any potential construction issues and if those issues will have monetary impacts.
11. Work with City and Contractors to resolve open issues.

CCIA fee schedule billed on an hourly basis:

Deputy Director and/or Asst of Project Management	\$136.00/hr.
Project Manager	\$105.00/hr.*

Please note, a two percent rate increase will take place at the beginning of each year and to all new agreements or amendments to agreements.

DB:dh
04-02-24

RESOLUTION AUTHORIZING A CONTRACT TO REMINGTON & VERNICK ENGINEERS FOR MUNICIPAL CONSULTING AND ENGINEERING SERVICES

WHEREAS, the City of Camden has a need for a licensed engineering firm to provide consulting and engineering services to address staffing concerns in Planning and Development –Capital Improvement; and

WHEREAS, pursuant to a Request for Proposals, proposals were received and the lowest, responsible proposal was submitted by REMINGTON & VERNICK ENGINEERS, for an amount not to exceed REMINGTON & VERNICK ENGINEERS, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); and

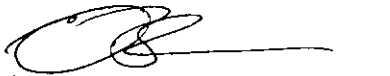
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the adopted budget of the City of Camden under line item(s) "4-01-E5-661-906", and said certification 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 officers of the City of Camden are hereby authorized to execute a contract with REMINGTON & VERNICK ENGINEERS, for an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) to provide consulting and engineering services to address staffing concerns in Planning and Development –Capital Improvement, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the Municipal 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: April 2, 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: REMINGTON AND VERNICK

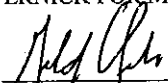
THAT THE FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION/CERTIFICATION, FROM ONE OF THE FOLLOWING:

- BUDGET APPROPRIATION:4-01-E5-661-906
AMOUNT: \$ 150,000.00
- DEDICATED BY RIDER:
AMOUNT:\$
- TEMPORARY RESERVE FOR STATE AND FEDERAL GRANT
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: \$ 150,000.00

DESCRIPTION OF THE GOODS AND SERVICES TO BE PROCURED: RESOLUTION AUTHORIZING A CONTRACT TO REMINGTON AN VERNICK FOR MUNICIPAL CONSULTING AND ENGINEERING SERVICES



Gerald C. Seneski
Chief of Finance
Date: 3/26/24



CITY OF CAMDEN — CITY COUNCIL ACTION REQUEST FORM

COUNCIL MEETING DATE: 04/02/2024-SPECIAL

TO: City Council
FROM: Dr. Edward C. Williams, PP, AICP, CSI, AHP, CZO, CPZBS

TITLE OF ORDINANCE/RESOLUTION: RESOLUTION AUTHORIZING A CONTRACT TO REMINGTON & VERNICK FOR MUNICIPAL CONSULTING AND ENGINEERING SERVICES

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		3/22/24	
Supporting Department Director (if necessary)				
Director of Grants Management				
Qualified Purchasing Agent	Y		3/26/2024	
Director of Finance			3/26	

Approved by: Business Administrator 3/26

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 A CONTRACT TO REMINGTON & VERNICK FOR MUNICIPAL CONSULTING AND ENGINEERING SERVICES

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

- Remington & Vernick will provide consulting and engineering services to address staffing concerns in Planning & Development – Capital Improvement. The staffed Professional Engineer (PE) will aid in addressing issues directed to the City Engineer, who is currently on leave.
- Will focus on projects not directly related to Camden County and surrounding municipalities.
- The City will remove R&V from the On-Call Engineer lists due to this new assignment
- Assignment is temporary & ends December 31, 2024

AMOUNT OF PROPOSED CONTRACT or TOTAL COST OF PROPOSAL: \$150,000.00

APPROPRIATION NUMBER: 4-01-E5-661-906

PROCUREMENT: N.J.S.A. 40A:11-5(a)(i)

IMPACT STATEMENT:

- Services needed in order to effectively and efficiently oversee capital improvement projects slated for completion this year

SUBJECT MATTER EXPERTS/ADVOCATES:

- Dr. Edward C. Williams, Director of Planning & Development

COORDINATION:

- N/A

Prepared by: LATEEAH CHANDLER

856-757-7159

Name

Phone/Email

ATTACHMENT D

**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
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Professional Service or EUS Type	N/A
Name of Vendor	REMINGTON & VERNICK ENGINEER
Purpose or Need for service:	PROVIDE FACILITY STUDY AND PLANS FOR MULTIPURPOSE FOOD FACILITY AT 300 DELWARE AVE
Contract Award Amount	\$150,000.00
Term of Contract	~8 MONTHS
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	4-01-E5-661-906
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.J.S.A 40A:11-5(a)(i)
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.

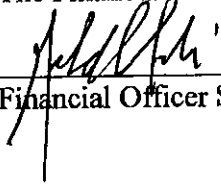
If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

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 _____

R-4

**RESOLUTION ADOPTING THE CALENDAR YEAR 2024
BUDGET OF THE CITY OF CAMDEN**

WHEREAS, the City Budget introduced by City Council of the City of Camden by Resolution (MC-9356) on February 29, 2022 has been made available to the Public in the Office of the Municipal Clerk; and

WHEREAS, the Calendar Year 2024 City Budget has been posted on the City's Internet web page; and

WHEREAS, a Public Hearing has been held on the City's Calendar Year 2024 Budget at 4:30 prevailing time on Tuesday, April 2, 2024; and

WHEREAS, all interested persons were given the opportunity to be heard, regarding the 2024 City Budget; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Camden that the following Statements of Revenues and Appropriations shall constitute, in summary, the City Budget for the Calendar Year 2024.

<u>Summary of 2024 Revenue</u>	<u>General</u>	<u>Water</u>	<u>Sewer</u>
Surplus Anticipated	19,150,000.00	527,908.00	594,647.00
Miscellaneous Revenues	161,755,181.22	7,255,000.00	570,000.00
Delinquent Taxes	3,005,000.00		
Property Taxes – Water/Sewer Rents	30,553,400.11	13,084,500.00	8,600,000.00
TOTAL Revenue	214,463,581.33	20,867,408.00	9,764,647.00

<u>Summary of 2024 Appropriations</u>	<u>General</u>	<u>Water</u>	<u>Sewer</u>
Salaries	48,192,500.00		
Other Expenses	123,098,284.00	14,070,597.00	8,010,590.00
Federal / State Grants	5,535,548.22		
Fringe Benefits	27,796,316.00		
Capital		6,200,000.00	
Deferred Charges & Other	531,710.20	61,407.00	217,020.00
Debt	3,031,916.00	535,404.00	1,537,037.00
Reserve for Uncollected Taxes	6,277,306.91		
TOTAL Appropriations	214,463,581.33	20,867,408.00	9,764,647.00

BE IT FURTHER RESOLVED by the City Council of the City of Camden that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of \$30,553,400.11 to be raised by taxation for municipal purposes.

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: April 2, 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