



New Jersey Senate Republicans

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Memorandum

To: Senator Michael Testa
From: Tom Neff, Budget Director
Date: July 28, 2023
Re: \$58 Million State Grant for French Arts Museum in Jersey City
Excess and Waste; No State Oversight; Fueled by Pay-to-Play.

Per your request, this memorandum discusses how \$58 million in taxpayer funds that was appropriated to the Jersey City Redevelopment Authority will be used in support of a French Arts Museum that may open in 2026, known as Pompidou X. There is gross excess and waste with respect to Pompidou X which appears to be borne of: State largesse without any meaningful oversight; Jersey City not having to raise the bulk of money needed to pay for its own project; and possibly the influence of pay-to-play vendor arrangements. More than 100 documents (*listed in Attachment A*) were reviewed as the basis for this memorandum.

The project began in earnest six years ago in 2017 as part of local officials' redevelopment plan for the area surrounding the Journal Square PATH station. A commitment of funding started off "small" without any cost-benefit analysis when Jersey City and the Authority made plans for the purchase of a four-story building on highly desirable real estate adjacent to a PATH station for less than \$10 million.

Pompidou X is envisioned to be an extraordinarily expensive "world-class" museum with a focus on French art. The costs of the project have mushroomed quickly since the purchase of the building. The Department of State estimated the cost to open the museum could exceed \$200 million. Additionally, the State will subsidize (at least) an annual \$5 million operating cost in its opening years.

By way of comparison, the Trenton Museum and the Newark Museum (a 15-minute PATH ride away from what is being built in Jersey City) are both more modest in scope and focus on American works of art and New Jersey history.

In FY 2022, the Museum was provided its first \$24 million State budget line item. Since that first grant, \$34 million more has been appropriated (including \$10 million of Federal COVID Block Grants) bringing the total State cash subsidy to \$58 million. All of these funds were appropriated and/or awarded without meaningful applications or substantive oversight, and there is no transparency or accountability with respect to same.

None of these funds have been expended as of May 2023. However, with the knowledge that such easy money is in the pipeline, the project has become a circus of excess and waste.

- Approximately 30 million Euros (more than \$33 million in dollars) will be payable just to the Centre Pompidou French Arts Museum in Paris. 10 million Euros (approximately \$11 million) of that amount is for the right to use the Pompidou name on the museum for five years – assuming it ever opens.
- More than 30 other no-bid consultants (*listed in Attachment B*) have been retained – with more to follow – and they will receive more than \$40 million for just some of the project’s soft costs. Among the more than 30 consultants are: consultants to find other consultants; consultants that review each other’s work product; consultants that duplicate functions; a food consultant; an elevator consultant; a French law firm; a lighting consultant; a signage consultant; etc.
- Consultants were awarded contracts with minimal competition and outside of public bidding. Many were selected despite having higher prices than even limited competition where it existed at all.
- \$10 million in debt was issued in 2018 by the Jersey City Redevelopment Authority with a one-year maturity. It has been renewed annually ever since. The interest rate is a staggering 6.5%. Millions of dollars in avoidable interest payments and no-bid professional fees could have been avoided (and still could be) if a portion of the \$58 million State cash set aside for the project paid off the debt -- which is permissible at any time. Apparently, the Executive Branch and local agency have been content to allow such waste for years – with currently idle State funds either directly or indirectly footing this waste later.

A review of ELEC and press reports suggests the excesses and waste are fueled by pay-to-play vendor arrangements. Several of the vendors on this project routinely “max out” contributions and have even made hundreds of thousands of dollars in campaign contributions over the past 20 years to the Governor, certain legislators, and local office holders. Some have even donated to nonprofits run by local officials who, in turn, reportedly traveled to Paris on the “nonprofit’s” dime. It is unknown if the no-bid vendors also donate to dark money PACs supporting Statewide candidates including the Governor and Mayor, though it seems likely.

Loopholes in pay-to-play laws that allow these no-bid vendors to make such contributions include the failure of pay-to-play laws to be applicable to: contributions to 501c organizations controlled by candidates and officeholders; contributions to dark money PACs; vendors who are land developers given special treatment in redevelopment areas; and vendors that receive contracts under certain bid processes that amount to little more than fig leaves that mask predetermined selections.

Tens of millions of dollars have already been spent or incurred on no-bid consultant and professional fees. Some of it is indirectly washing back into campaign coffers and entities that otherwise promote officeholders supporting the project.

Despite (or perhaps because of) the excessive consulting expenditures and commitments, the project remains mired in delays. It is not projected to open until 2026 at the earliest – nearly a decade after the project was started.

The Executive branch is either unaware or disinterested in the level of excess and waste and has insisted on no cost constraints.

If you would like to discuss the conclusions above or possible legislation to prevent the sorts of excesses and waste associated with this, or similar, projects, I am available at your discretion.

Legislation could include provisions such as:

- including mandatory state oversight of local projects funded with grants exceeding a certain amount or percentage of costs;
- Disallowing State grant funds from being used to pay costs incurred through no-bid contracts -- to encourage more competitive procurement;
- tightening State pay-to-play laws with respect to local projects overwhelmingly funded with State grants -- to remove obvious disincentives for local officials to control "their" project costs.

- This explanation was prepared without the benefit of an explanation of fund uses from the Executive Branch -- which is primarily responsible for shoveling so much State taxpayer money to the project -- or unknown legislators who recently advanced "Budget Resolutions" to increase funding. It was prepared after reviewing hundreds of relevant documents noted in the pages that follow and obtained mostly through the nonpartisan Office of Legislative Services, OPRA requests, and local financial and operating postings required by federal and State law.

ATTACHMENT A

Some of the hundreds of documents reviewed as part of this analysis.

The following pages list some of the documents reviewed for the basis of the conclusions in this memorandum. Notes are included which explain the significance of certain documents. I have attached some of the more noteworthy documents as a later attachment, though all documents listed are available for your review should you want to personally review them.

Noticeably missing from these documents is anything from either the departments of State or Treasury that documents what specific bills the \$58 million of state taxpayer dollars will cover – because no determination has yet been made other than general assurances that the funds will pay for consulting costs, costs of opening the museum, and operating costs.

The State's lack of information about specific fund use is attributable to no real State oversight. The Department of State informed the Senate Budget Committee it is just a "pass through entity" and can't explain how State funds will be spent. Out of the \$58 million appropriated for the project, only \$6 million (from an initial \$24 million grant provided in FY 2022) has been provided to the Jersey City Redevelopment Authority, and that amount was an "advance" for nebulous costs and had not been spent as of May 2023.

- 2022 appropriation of \$24 million, 2024 appropriation of \$24 million and a 2023 Joint Budget Oversight Committee allocation of \$10 million for the Pompidou Project.
- 2021 MOU between City and Centre Pompidou 2021, agreeing to \$30 million consulting and naming rights and loans of French-owned Art. (*Attachment C*)
- All Jersey City Redevelopment Authority agendas and expense reports since 2017 and resolutions pertaining to execution of agreements with the Centre Pompidou, hiring more than 30 no-bid consultants and professionals, and authorizing other expenses and actions – all related to the project. (**Select Resolutions as Attachment D**)
- New Jersey Department of Community Affairs Local Finance Board transcripts of meeting in 2017, 2022, and 2023 reviewing the building purchase debt. The debt was issued as a one-year note renewed each year without paying down any principal until 2022. The debt now has a needless/expensive 6.5% interest rate. Professional fees associated with the borrowing have likely exceeded \$500,000 in avoidable no-bid professional fees and millions more in avoidable interest payments.
- Department of State / JCRA Grant Agreement \$24 million) 11/17/2021.
- Department of State Response to Senator Testa questions about Pompidou grants before FY 2024 Senate Budget and Appropriations Committee budget hearing May 17, 2023.
- Various news reports of nonprofits that receive public money and contributions from no-bid project vendors, and which paid for local officials to travel to Paris. (**Certain News Reports as Attachment E**)

- ELEC Reports for Select “No-bid” Vendors.
- 2023 Official Statement of 2023 renewal of almost \$10 million of needless project debt.
- Moody’s Note and BAN Rating – June 27, 2023.

ATTACHMENT B

*Partial list of more than 30 vendors working on Pompidou X.
Most selected regardless if price was excessive and without ordinary public bidding.*

- **Multiple Consultants to Identify a Museum Partner Development Consultant**

OMA-AMO Architecture PC (OMA) (Paid to find a museum that would partner with the City
*Proposals only and exempt from public bidding.

AEA Consulting – (Paid to find a museum that would partner with the City – services discontinued in 2019.) *Proposals only and exempt from public bidding.

- **Museum Partner Development Consultant**

Centre national d'art et de culture Georges Pompidou ("Centre Pompidou") Paid as Museum Partner Development Consultant Centre national d'art et de culture Georges Pompidou.

- **French Legal Services**

Bureau Baillet (Paid for French legal Services) *Professional Services Contract without public bid. Unsure if more than one proposal even considered.

- **Cost Estimator Consultant and Consultant to Review Cost Estimator Work Product**

Directional Logic, Inc. (Paid for Cost Estimator Services... controlling costs and providing cost estimates) * Selected using alternative "Competitive Contracting" and selected despite higher price.

MAST Construction Services (Paid for Cost Construction Services) *Annually under bid threshold, so only quotes (hired, in part, to address leaks in roof.)

Dharam Lally and Smith D/B/A/ Dharam Consulting (Paid to review Cost Estimator work product) *Under bid amount, quotes only, no competitive bid.

- **Food Consultant**

JGL Food Service Consultants LLC (Paid to be food consultants) *Not for lowest bid... done through "Competitive contracting.") Highest price of three proposals.

- **Elevator Consultant**

VDA Inc (Paid for "vertical transportation services" aka consulting on elevator improvements)
*Proposals only and exempt from bidding.

- **Signage and Wayfinding**

Linked by Air Studio Design Services (Paid for Signage and Wayfinding Services) *Proposals only and exempt from bidding.

- **Façade Consultant**

Thorton Tomasetti Inc. (Paid for Façade Services)

- **Lighting Consultant**

DOT DASH, LLC (Paid for Architectural Lighting Services) *Proposals only and exempt from bidding.

- **Security Consultants**

Layne Consultants International, Inc. (Paid for Security Consulting and Design Services) *Proposals only and exempt from bidding.

Linked by Air (Paid for Security Consulting and Design Services) *Proposals only and exempt from bidding.

- **Acoustic, Audiovisual, Information Technology, and Communication Consultant**

Arup USD Inc (Paid for Acoustic, Audiovisual, Information Technology, and Communication Services) *Proposals only and exempt from bidding.

- **Other Consultants and Professionals**

OMA-AMO Architecture PC (OMA) (Paid for Architectural and consulting services) *Proposals only and exempt from public bidding.

Wielkocz & Company (Paid generally JCRA Accounting and Financial Services Consultant. *Proposals only and exempt from bidding. (Steve and Matt Wielkocz (More than \$250,000 ELEC reported contributions and unknown dark money contributions over past 20 years.)`

Kassim Handyman Services LLC (Paid for periodic site inspections and repairs) *Quotes only, under bid threshold.

Matrix New World Engineering Land Surveying and Landscape Architecture PC (Paid for civil engineering and geotechnical engineering) *Proposals only and exempt from bidding.

Arup USD Inc (paid for Structural Engineering Services) *Proposals only and exempt from bidding.

Brownfield Redevelopment Solutions (paid for environmental consulting) *Proposals only and exempt from bidding.

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology (Paid for Surveying Services) Proposals only and exempt from bidding.

Advanced Scaffold Services (Paid for scaffolding rentals) *Under bid threshold, no competitive bid.

Tetra Tech Engineers (Paid for Mechanical, Electrical, plumbing and fire protection services) *Proposals only and exempt from bidding.

Paratus Group (Paid for Consulting Services as Builder's Representative on Cost Control) *Proposals only and exempt from bidding.

McManimon, Scotland, Baumann (Paid for Redevelopment Work on Pompidou X) *Proposals only and exempt from bidding.

Economic Impact Study Consultant – Ironically hired after project 6 years in process in February 2023. *Authorized through alternative “competitive contracting” process without need to select lowest responsive bidder. Unknown results of ever hiring one.

Massie Construction (Paid for Misc. Services)

- **Vendors to Issue (Avoidable) Debt**

NW Financial (Paid as JCRA and Jersey City Financial Advisor and for Financings) *Proposals only and exempt from bidding.

McManimon, Scotland, Baumann (Paid as General Counsel and Bond Counsel to JCRA) *Proposals only and exempt from bidding.

Wilentz Goldman Spitzer (Paid as Bond Counsel for City related to work on Authority debt) *Proposals only and exempt from public bidding.

RBC Capital Markets (Current Purchaser of 6.5% interest \$9.495 Million Note)

US Bank Trust Company (Trustee of 6.5% interest \$9.495 Million Note)

Archer (Unknown Role – Listed to be copied on Bond documents.)

- **Vendors to Inspect/Secure Community College Building**

MAST Construction Services (Paid for Cost Construction Services) *Annually under bid threshold so only quotes (in 2019 hired, in part, to address leaks in roof.

O'Donnell & Naccarato Structural Engineers (Paid as structural engineer 2018 – authorized hiring in August 2018 to assess building façade and determine any necessary repairs) and hired in 2019 to address roof leaks – apparently duplicating hiring of MAST Construction in 2019)

DiCaro Rubino Architects (Paid as Architectural Consultant – authorized hiring in August 2018 to assess roof and identify needed repairs, and later hired in 2019 as third consultant/professional to address roof leaks) *under bid threshold so only quotes.

ARCO Construction (Paid for Emergency Roof Repairs) *”Emergency” repairs so no bidding. Unknown if more than one quote was received.)

ATTACHMENT C

MOU between City and Centre Pompidou dated June 25, 2021, giving Centre Pompidou in Paris more than \$30 million in consulting and naming fees to help create a museum associated with their name and exhibiting art owned by France.

MOU BETWEEN
CENTRE POMPIDOU
JERSEY CITY REP. AUTH.

WHERE CITY AGREES
TO PAY MORE
THAN \$ 30 MILLION
TO CENTRE
POMPIDOU, EXCLUSIVE
OF TAXES. MORE THAN
\$10 MILLION IS
JUST FOR
NAMING RIGHTS.

MEMORANDUM OF UNDERSTANDING
FOR THE PATHSIDE PROJECT

AMONG

Centre national d'art et de culture Georges Pompidou

A public cultural establishment

the registered office of which is at Paris 75191 Cedex 04 – France

Represented by its Chairman Mr. Serge Lasvignes

hereinafter referred to as: the "Centre Pompidou",

AND

The City of Jersey City

A public body corporate and politic of the State of New Jersey

The office of which is 280 Grove Street, Jersey City, New Jersey 07302 USA

Represented by its Mayor Mr. Steven M. Fulop

hereinafter referred to as: the "City"

AND

The Jersey City Redevelopment Agency

A public body corporate and politic of the State of New Jersey

The office of which is 4 Jackson Square, Jersey City, NJ 07305 USA

Represented by its Chairman Mr. Daniel Rivera

hereinafter referred to as: the "JCRA".

Hereinafter referred to together as the "Parties",

BACKGROUND:

The JCRA acquired the Pathside Building (25 Sip Avenue, Jersey City), a historic four-story building, adjacent to the PATH station (the "Pathside Building") located within the area designated by the City as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, , N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Redevelopment Law") and subject to the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, (the "Redevelopment Plan") adopted pursuant to the Redevelopment Law.

As set forth in the Redevelopment Plan, the City, and the JCRA as the “redevelopment entity”, have embarked upon an effort to establish the Redevelopment Area as an artistic and cultural hub and determined to repurpose the Pathside Building as a museum (the “Pathside Project”). In connection with such effort, the JCRA, with the assistance of OMA*AMO Architecture, P.C. (“OMA”), undertook an international search to find a museum partner for the Pathside Building. The international search resulted in the selection of the Centre Pompidou.

The Centre Pompidou houses one of the largest collections of modern and contemporary art in the world, ranging from pillars of modern art to key figures in contemporary art, from cinema to photography, from architecture to design and new media. It is enriched each year with new acquisitions; the Centre Pompidou’s primary mission is to share this collection.

Since 1977, the Centre Pompidou was designed as a multidisciplinary hub. Its programming focuses on live performances, conferences, debates and interactions with artists.

The Centre Pompidou, with years of experience in the field of cultural engineering in France and abroad, offers its expertise to international partners who wish to develop strong, unique cultural projects.

The JCRA has selected the OMA team to design a multidisciplinary artistic and cultural hub located inside the Pathside Building (25 Sip Avenue, Jersey City), a historic four-story building, adjacent to the PATH station (the “Pathside Building”). It plans to bring together a variety of art forms and community activities that shall further enhance the creative interest in the Journal Square area. It is noteworthy that the tentative schedule for the project (opening of the new venue in 2023-24) coincides with a transition period for the Centre Pompidou (as its flagship site in Paris shall be temporarily closed for renovations from 2023 onwards).

The Centre Pompidou intends to help design, support and steer the Pathside project – then (depending on site visit and project specificities) may also permit use of the Centre Pompidou name and provide privileged access to its collections. However, the responsibility of operating the venue or selecting operating entities shall be borne by JCRA solely.

The Pathside Project would not be undertaken but for the provision of financial assistance from the City and JCRA. Accordingly, in accordance with Sections 39(e) and (f) of the Redevelopment Law, the City shall provide the funding for the Pathside Project including the amounts due pursuant this Redevelopment Memorandum of Understanding (the “MoU”) and the Implementation Contracts and the Master Agreement (all described below) unless provided otherwise herein. This MoU is entered into by the JCRA pursuant to the Redevelopment Plan, including Section 8(e), (f) and (n) of the Redevelopment Law.

ARTICLE 1: PURPOSE

The Centre Pompidou and JCRA wish to collaborate on the opening of a multidisciplinary artistic and cultural hub to be located inside the Pathside Building for a period of five years, which may then be renewed in case both Parties agree (the “Pathside Project”).

This Memorandum of Understanding (the "MoU") sets out the first elements of collaboration between the Centre Pompidou and the JCRA.

Parties understand and acknowledge that this MoU merely constitutes a statement of their mutual intentions and a recital of their discussions in connection with the transactions contemplated by this MoU, and therefore does not constitute a binding agreement upon any Party.

ARTICLE 2: DESCRIPTION OF THE PATHSIDE PROJECT

The Pathside Project shall be undertaken by the Parties, on an exclusive basis for Centre Pompidou, for a five-year term possibly from 2023-24 to 2028-29 (the "Term") which may be renewed. The spaces within and on the roof of the Pathside Building shall be called the "Space".

In order to guarantee the Artworks' safety and best possible conservation conditions as well as optimal security of the public throughout the duration of the Term, the Space shall be adapted at the cost and sole responsibility of the City or the JCRA, as appropriate.

2.1 Phase 1: Project Definition

During Phase 1 (Project Definition), based on initial view on opportunities and priorities, dedicated interviews and workshops, Centre Pompidou's experts shall help frame and map key stakeholders' demands and needs, then co-construct a unique project and best allocate all key areas within the Space.

The Centre Pompidou, City and JCRA shall execute a separate consultancy agreement after the execution of the MoU for the provision of the Phase 1 relevant services by the Centre Pompidou (hereinafter "**Implementation Contract 1**").

The time for completion of Phase 1 is 4 months period from the execution of Implementation Contract 1.

The fee for Phase 1 is set at €240,000 excluding taxes. This fee will help the Centre Pompidou recruit staff based in Paris operationally supporting the Pathside Project, as part of the overall agenda, to temporarily strengthen teams impacted in charge of integrating the unique Pathside Project into global museum and multidisciplinary operations (such as personnel and administrative coordination, programming, communication etc.).

2.2 Phase 2: Project Development

Phase 2 will develop a tailor-made project for an artistic and cultural hub in the Space. It will assess and prioritize key capabilities needed, with implications for key aspirations for the future venue (including organizational structure and governance, broad business plan). Priority skills will be identified and high-level capability building plan will be developed. Practical deliverables may include an expert view on optimal resource allocation to maximize chances of success for the Pathside Project; advice on mandatory prerequisites to build an

area at an international level of conservation, display and safety for art works; made-to-measure educational programs and audience development roadmap; development of communication strategy (including digital and press).

The Centre Pompidou, City and JCRA shall execute a separate consultancy agreement, after the execution of the Implementation Contract 1, for the provision of the Phase 2 relevant services by the Centre Pompidou (hereinafter "**Implementation Contract 2**").

The time for completion of Phase 2 is 10 months period from the execution of Implementation Contract 2.

The fee for Phase 2 is set at €1,580,000 excluding taxes.

2.3 Phase 3: Preparation of Grand Opening and Exploitation

During Phase 3, the Centre Pompidou will help JCRA duly prepare for grand opening and autonomous exploitation phase. To do so, the Centre Pompidou will further detail deliverables handled during Phase 2 and add new ones (possibly: visitor policy definition, advice on editorial strategy, support on development of own resources, co-construction of programming guidelines); assist on key enablers (recruitment and upskilling) and help ready key internal processes. Staff from the Centre Pompidou will run training and coaching sessions for future local teams. These trainings could for instance be led by Centre Pompidou's field experts in scenography, cultural mediation, exhibition production, art conservation, publishing, business development.

The Centre Pompidou, City and JCRA shall execute a separate consultancy agreement after the execution of the MoU for the provision of the Phase 3 relevant services by the Centre Pompidou (hereinafter "**Implementation Contract 3**").

The time for completion of Phase 3 is 15 months period from the execution of Implementation Contract 3.

The fee for Phase 3 is set at €2,790,000 excluding taxes.

2.4 Phase 4: Opening and Five-Year Full-Fledged Exploitation Phase

Phase 4 will start with the opening of the artistic and cultural hub. The partnership might include a made-to-measure package to ensure proper use of the Centre Pompidou brand for the Pathside Project; as well as (for instance) a selection of major installations by contemporary artists (of various generations and backgrounds), iconic works of the Centre Pompidou's collection, curation of exhibitions, festivals and performing arts, a center for art initiation dedicated to toddlers, children and/or teenagers. Paris-based teams from the Centre Pompidou will keep supporting the Pathside Project as reasonably needed: monitoring, helping gather feedbacks, measure and improve on key aspirations, in order to reach and maintain operational excellence. Meanwhile, over the 5-year period described below, trainings initiated during Phase 3 will continue, with specific deep-dives and/or multiple levels per priority skill.

This Phase 4 shall be covered by a master agreement determining the terms and conditions of the 5-year partnership ("Master Agreement").

The fee for Phase 4 is set at €4,950,000 (four million nine hundred and fifty thousand euro) excluding taxes per year. This financial consideration shall comprise the following 4 inseparable components and therefore consist of:

- a yearly branding fee of €1,950,000 excl. tax (one million nine hundred and fifty thousand euro) excluding taxes, corresponding to the right of use of the name "Centre Pompidou";
- a yearly fee of €550,000 (five hundred and fifty thousand euro) excluding taxes, corresponding to the Centre Pompidou's expertise and consulting;
- a yearly fee of €1,750,000 (one million seven hundred and fifty thousand euro) excluding taxes, for the provision of works and contribution to the organization of exhibitions;
- a yearly fee of €700,000 (seven hundred thousand euro) excluding taxes, corresponding to the lump-sum HR contribution.

Yearly amounts for Phase 4 may decrease over the duration of the 5-year partnership (higher amount at the beginning, then lower amount during the final 3 years).

It is understood that compensation for the provision of works and contribution to the organization of exhibitions includes the intellectual work of curators as well as a privileged access to parts of the collections. It does not cover any costs for the material dimension of the exhibitions: production, including but non-limited to transportation, insurance, copyrights and related promotion rights (the loan of works does not include copyright), maintenance; nor programming for performing arts; all of which City or JCRA shall pay separately.

It is pointed out that the works that will be loaned from Centre Pompidou, which constitute a private use of the movable public domain and as such shall be governed by the Master Agreement are part of the French national collections, as well as the property of France, and as such are inalienable, with no time limitation and unseizable. JCRA and Centre Pompidou shall jointly strive to ensure a guarantee of the unseizability of the works loaned by the Centre Pompidou.

The Master Agreement shall detail the sharing of ownership and copyright of the materials produced in the scope of the Pathside Project which do not otherwise fall within an artist's or an author's copyright or intellectual property, between Centre Pompidou and JCRA.

The Centre Pompidou does not own the copyright on the works of its collection so JCRA shall obtain all necessary authorizations prior to any use of any reproduction of the works.

ARTICLE 3: EFFECTIVE DATE AND DURATION OF THE MOU

This MoU shall take effect as of the date of its execution by the Parties. Implementation Contracts shall be executed within the timeframes indicated in Article 4 below, unless an extension is agreed jointly and in writing between the Parties.

+
€24,750,000
Euro
EXCLUDING
TAXES.
= 29,360,000
EUROS

AT CURRENT
EXCHANGE
RATE, THAT
\$32,435,753!
AND IT
DOES NOT
INCLUDE
TAXES TO
FRANCE,
IF PAYABLE

ARTICLE 4: TIME SCHEDULE FOR THE IMPLEMENTATION CONTRACTS

4.1 The Parties shall make their best efforts to execute the Implementation Contract 1 no later than 1 month after the execution of this MoU, the Implementation Contract 2 no later than 6 months after the execution of this MoU; their best efforts to execute the Implementation Contract 3 no later than 2 months after the completion of Phase 2; and Master Agreement no later than 2 months after the completion of Phase 3.

4.2 Implementation Contracts shall indicate, amongst other details, the obligations and responsibilities of each of the Parties under the terms of their cooperation and the detail of the financial consideration.

4.3 All the other expenses shall be the responsibility of JCRA, including all capital expenses (such as investments, architecture, construction, design); significant project-related costs, including production costs *lato sensu* (noticeably transportation of art works, insurance, copyright, promotion, maintenance); programming-related costs; learning-related expenses; and all operating expenses needed to actually run the Pathside Building including, but not limited to: all local staff, security, utilities, ticketing, publishing, etc.

4.4 All costs and expenses incurred by the Centre Pompidou for the missions of Centre Pompidou experts and steering team for the Pathside Project (flights, hotels, per diem, other related, necessary and justified expenses of the Pathside Project) shall be paid by the JCRA. These costs shall be invoiced by the Centre Pompidou to the JCRA.

ARTICLE 5: OPERATING REVENUES

5.1 Local governance of the future venue shall have sufficient leeway on own initiatives (including partnerships between the future venue and other entities (such as sub-contractors or patrons) under the following condition: these should always be compliant with (and not likely to damage) the image or reputation of the Centre Pompidou.

As there is no profit-sharing scheme, the JCRA and operating entities shall keep all revenues to be generated (no ceiling on future potential own resources): admissions and membership, sponsorship and partnerships, privatization of spaces, revenue of auxiliary activities, etc. Only products sold using the Centre Pompidou brand shall be subject to royalties, as shall be duly specified in the Master Agreement.

5.2 Throughout the Term, JCRA shall be entitled to carry out and host events in the Space and retain all the revenue and profits therefrom, in accordance with a set of specifications agreed to by the Parties and which shall be appended to the Master Agreement.

5.3 JCRA shall be responsible for the pricing policy of the Space. JCRA shall be entitled to set up ticket office(s) and set up and operate, or authorize or cooperate with third parties to set up and operate, art design shop(s), set up cafes and/or restaurants, introduce sponsors and hold appreciation dinners for sponsors in the Spaces and shall retain all revenue and profits

deriving therefrom. The specific conditions of these activities shall be detailed and agreed to by the Parties in the Master Agreement.

5.4 Centre Pompidou shall not be held responsible for any operating losses.

ARTICLE 6: COMMUNICATION

The Parties shall decide by mutual agreement on the contents, date and form of the announcement of the signing of the MoU and decide jointly how the communication around this announcement should be organised. Before any communication to the public is actually made, the Parties agree to start striving to determine when, how and under what conditions the Centre Pompidou name and brand could be used.

ARTICLE 7: TERMINATION

7.1 Should it be the case, for whatever reason, that implementation contracts described in Article 4 are not executed within the time limits set forth in Article 4, or within the time extended by mutual and written agreement of the Parties, this MoU may be terminated by either Party as of right upon written notice.

7.2 Any termination ordered in accordance with this Article 7 shall exclude any compensation in favour of any Party.

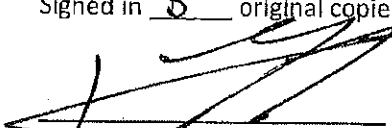
ARTICLE 8: GOVERNING LAW OF THE MEMORANDUM OF UNDERSTANDING/DISPUTES

The matters in respect of the operation of the Pathside Building shall be governed by, construed and enforceable in accordance with the laws of the State of New Jersey and be subject to the authorities of the Superior Court of the State of New Jersey courts.


All matters in respect to the conclusion, effectiveness, interpretation and performance of this MoU, as well as of the safety, transportation, ownership and conservation conditions of the works provided by Centre Pompidou shall be governed by, construed and enforceable in accordance with French law and any claims in regard shall be submitted to the French courts after the exhaustion of all other means of amicable conciliation.

This Memorandum of Understanding is drafted in French and English.

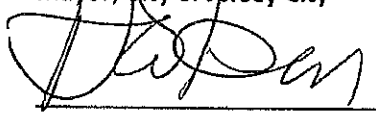
Signed in 3 original copies, in Paris/Jersey City


Serge Lasvignes
Chairman, Centre Pompidou

Date: 6/25/21


Steven W. Fulop
Mayor, City of Jersey City

Date: 6/21/21



Daniel Rivera
Chairman, Jersey City Redevelopment Agency

Date: 6/21/21

ATTACHMENT D

Select Jersey City Redevelopment Authority resolutions hiring 5 of of more than 30 no-bid consultants and professionals and authorizing certain expenses and actions – all related to the project.

- *Museum Consultant OMA hired at \$400,000 and role expands considerably for more services costing more than \$7.6 million.*
- *Vertical Transportation Consultant - \$49,600*
- *Façade Consultant/Services \$403,000*
- *Food Consultant \$134,000 (Highest cost proposal selected.)*
- *French Legal Services - \$350/Hour.*

INITIAL AWARD
OF MUSEUM CONSULTANT
OMA - AMO AND
AEA CONSULTING

RESO NO. 18 / 3

\$ 400,000

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
CONTRACT AWARD FOR A MUSEUM DEVELOPMENT
CONSULTANT IN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

JULY 2018

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") has determined that it is necessary and in the best interest of the Agency to procure the services of a Museum Development Consultant; and

WHEREAS, on September 13, 2017, the Agency issued a Request for Proposals for a Museum Development Consultant ("RFP") pursuant to the competitive contracting process of the Local Public Contracts Law (the "LPCL"), N.J.S.A. 40A:11-4.3, from qualified and experienced consultants, for the Pathside Museum Project; and

WHEREAS, on November 17, 2017, the Agency received Proposals from the following six (6) Respondents to the RFP:

1. EISTERHOLD ASSOCIATES
2. LORD CULTURAL RESOURCES
3. M. GOODWIN MUSEUM PLANNING, INC
4. OMA / AMO ARCHITECTURE PC & AEA CONSULTING
5. WEBB MANAGEMENT SERVICES, INC.
6. ZOE FAN-EN CHIU WAHBA; and

WHEREAS, the Proposals were reviewed and evaluated in accordance with the requirements of the RFP and the requirements of the competitive contracting process set forth in the LPCL, by the Agency's Evaluation Committee and Special Counsel; and

WHEREAS, based on this review, an Evaluation Report and Recommendation of Award (the "Report") was prepared and submitted to the Commissioners in accordance with the requirements of the LPCL; and

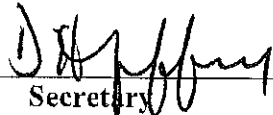
WHEREAS, as set forth in the Report, the Evaluation Committee recommends that a contract award be made to OMA / AMO ARCHITECTURE PC & AEA CONSULTING for the reasons set forth in the Report, and the Commissioners desires to award a contract to OMA / AMO ARCHITECTURE PC & AEA CONSULTING, in accordance with the recommendations of the Report.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

18-07-13

1. The Commissioners hereby approve the recommendation of the Evaluation Committee and awards a contract to OMA / AMO ARCHITECTURE PC & AEA CONSULTING, pursuant to the competitive contracting process of the LPCL, for consulting services for the Agency's Pathside Museum Project, based on the terms and conditions set forth in the RFP.
2. The total amount authorized to be paid pursuant to the contract herein awarded shall not exceed the total sum of \$400,000.00, without further action by the Board of Commissioners subject to the availability of funds.
3. A notice of this contract award shall be published in the form prescribed by law

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Board of Commissioners of the Jersey City Redevelopment Agency, at their Special Meeting held on July 30, 2018 by the following vote:


Secretary

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Roalndo R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

OMA CONTRACT
GROWS TO \$7.6 MILLION

Resolution No. 22-12-~~14~~

DEC. 2022

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES CONTRACT NO. 21-05-ED3 WITH OMA AMO ARCHITECTURE, P.C. FOR ARCHITECTURE AND RELATED SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) and has responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the “**Pathside Building**”), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide certain municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

WHEREAS, the Agency has entered into a series of contracts with the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building; and

WHEREAS, in furtherance of its responsibilities under the Redevelopment Law, the Cooperation Agreement, and the Pompidou Contracts, the Agency requires full architecture design services (design and implementation) for the Pathside Building (the “**Architecture Services**”) in order to design and renovate the existing building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop; and

WHEREAS, pursuant to the Redevelopment Law and the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), the Agency has the power to award contracts necessary for the efficient operation of the Agency; and

WHEREAS, the Agency previously entered into that certain Professional Services Contract No. 21-05-ED3 dated July 1, 2021 (the "**2021 Contract**") with OMA*AMO Architecture, P.C. ("**OMA**") for performance of the Architecture Services; and

WHEREAS, on August 16, 2022, by Resolution 22-08-5, the Agency authorized a contract with OMA to provide OMA with additional time to complete the Architecture Services for term commencing on July 1, 2022, and expiring on June 30, 2023 (the "**2022 Contract**"); and

WHEREAS, the scope and cost of the Architecture Services required has been revised by OMA in consultation with the Agency; and

WHEREAS, on November 17, 2022, OMA submitted an updated proposal to the Agency (the "**Proposal**") requesting an amendment to the 2022 Contract, and detailing the revised scope of Architecture Services and the revised increased cost of those Architecture Services in an amount not to exceed Seven Million Six Hundred Seven Thousand Thirty Dollars (\$7,607,030.00) for the contract term set forth in the 2022 Contract; and

WHEREAS, OMA possesses the skills and expertise to perform and complete the Architecture Services; and

WHEREAS, the Architecture Services are professional services within the definition contained in *N.J.S.A.* 40A:11-2 and exempt from public bidding; and

WHEREAS, pursuant to the LPCL, the Agency desires to amend the 2022 Contract (as reauthorized, the "**2022 Contract Amendment**") for the performance of Architecture Services as outlined in the Proposal; and

WHEREAS, the 2022 Contract Amendment will be funded by monies received from the City in accordance with the Cooperation Agreement and/or with the proceeds of a grant from the State of New Jersey Department of State/New Jersey Council on the Arts; and

WHEREAS, OMA has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledges that the 2022 Contract Amendment will prohibit OMA from making any reportable contributions through the term of the 2022 Contract; and

WHEREAS, notice of the award of the 2022 Contract Amendment shall be published in a newspaper of general circulation in accordance with *N.J.S.A.* 40A:11-5(1)(a)(i),

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

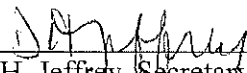
Section 2. The Board of Commissioners hereby authorizes the 2022 Contract Amendment with OMA for the Architecture Services for the contract term commencing on July 1, 2022, and expiring on June 30, 2023 and payable at the rates set forth in the Proposal for a total amount not to exceed Seven Million Six Hundred Seven Thousand Thirty Dollars (\$7,607,030.00) for the scope of work set forth in the Proposal, and subject to the terms and conditions set forth in the 2022 Contract Amendment, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute and deliver the 2022 Contract Amendment, together with such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel and to undertake all other actions necessary to effectuate the 2022 Contract Amendment and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Agency shall publish notice of the award of the 2022 Contract Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on December 20, 2022.



 Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera				✓

VERTICAL TRANSPORTATION
CONSULTANT
49,600

Resolution No. 23-01-12

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 23-01-RN5 WITH VDA, INC. FOR VERTICAL TRANSPORTATION SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) was established by the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the “**Pathside Building**” or the “**Property**”), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for vertical transportation services for the Property (the “**Services**”); and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL"), the Agency has the power to award contracts necessary for the efficient operation of the Agency; and

WHEREAS, VDA, Inc. ("VDA") submitted a detailed proposal to the Agency for the Services dated January 17, 2023 (the "Proposal"), a copy of which is on file with the Agency; and

WHEREAS, the Services provided by VDA are professional services within the definition contained in *N.J.S.A. 40A:11-2* and exempt from public bidding; and

WHEREAS, VDA possesses the skills and expertise to perform and complete the Services; and

WHEREAS, the Agency desires to enter into a contract with VDA (the "Contract") to perform the Services as outlined in the Proposal for an amount not to exceed \$49,600.00, to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency certified that funds are available for the purposes set forth herein; and

WHEREAS, VDA has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the Contract will prohibit VDA from making any reportable contributions through the term of the reauthorized Contract; and

WHEREAS, notice of the award of this contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

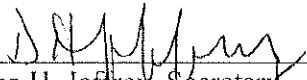
Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Board of Commissioners hereby authorizes Contract No. 23-01-RN5, for a term of up to twelve (12) months and for a total contract amount not to exceed \$49,600.00, which shall be payable in accordance with the cost breakdown set forth in the Proposal, all substantially in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on January 17, 2023.



 Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING CONTRACT 22-04-RN8 WITH THORNTON TOMASETTI, INC. FOR FAÇADE SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by the City of Jersey City (the "City") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "Redevelopment Plan") to effectuate and regulate the redevelopment of the area designated by the City as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, the Agency is the owner of the Pathside Building located at 84 Sip Avenue/25 Journal Square (the "Pathside Building") within the Redevelopment Area; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Pathside Building and to provide certain municipal funding for the Agency's redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the "Cooperation Agreement"); and

WHEREAS, the Agency has entered into a series of contracts with the Centre national d'art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the "Pathside Museum Project"); and

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for façade services for the Pathside Building ("Façade Services"); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Board of Commissioners hereby authorizes the First Amendment and authorizes TT to perform and complete the Additional Services for a total additional amount not to exceed Two Hundred Eight Thousand Dollars (\$208,000.00), and such that the total amount of the 2022 Contract, as amended, shall not exceed Four Hundred Three Thousand Dollars (\$403,000.00), all payable in accordance with the rates established in the 2022 Contract. Except as expressly authorized herein, all other terms and conditions of the 2022 Contract shall remain unchanged and in full force and effect.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the First Amendment, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the First Amendment and this Resolution, all in accordance with the LPCL and in consultation with counsel.

Section 4. The Agency shall publish notice of the award of the First Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. This Resolution shall take effect immediately.

FOOD CONSULTANT
HIGHEST COST ~~██████████~~

Resolution No. 22-SP12-~~██████████~~

PROPOSAL SELECTED

#134,000

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF CONTRACT NO. 22-12-RN19 FOR A FOOD SERVICES CONSULTANT FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by the City of Jersey City (the "City") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

WHEREAS, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the "Pathside Building" or the "Property"), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide certain municipal funding for the Agency's redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the "Cooperation Agreement"); and

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding and the Centre national d'art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the "Pathside Museum Project"); and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law and Redevelopment Plan and to support the Pathside Museum Project, the Agency requires food services consultant (the “**Services**”); and

WHEREAS, on November 3, 2022, by Resolution No. 22-SP11-3 the Agency authorized the use of competitive contracting to procure the Services pursuant to *N.J.S.A. 40A:11-4.1 et seq.*; and

WHEREAS, on November 4, 2022, the Agency issued a Request for Proposals for the Services (the “**RFP**”) pursuant to the competitive contracting process set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), including but not limited to *N.J.S.A. 40A:11-4.3*; and

WHEREAS, the Agency received three (3) proposals (each, a “**Proposal**” and collectively, the “**Proposals**”) in response to the RFP; and

WHEREAS, the Agency formed an evaluation committee (the “**Evaluation Committee**”) to review the Proposals; and

WHEREAS, the Evaluation Committee reviewed the Proposals and counsel for the Agency prepared a report in accordance with *N.J.S.A. 40A:11-4.5(d)* (the “**Evaluation Report**”) evaluating the Proposals and, in accordance with the RFP terms, recommended awarding a contract for the Services to JGL Food Service Consultants LLC (“**JGL**”); and

WHEREAS, the Agency wishes to authorize the award of a contract with JGL (the “**Contract**”) for an amount not to exceed \$134,000 to perform the Services, based on the terms and conditions set forth in the RFP and JGL’s Proposal, for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier; and

WHEREAS, the Agency hereby certifies that it has funds available for such costs; and

WHEREAS, notice of the award of the Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-4.5(g)*,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby awards a contract to JGL for an amount not to exceed \$134,000 to perform the Services, based on the terms, conditions and rates set forth in the RFP and JGL’s Proposal, for a term to expire upon

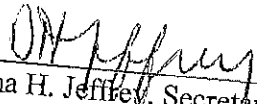
completion of the Services and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to negotiate, execute and deliver the Contract with JGL for Services to effectuate this Contract award, in consultation with counsel, and to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Agency shall publish notice of the award of the Contract in a newspaper of general circulation in accordance with the LPCL.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of December 6, 2022.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				
Victor Negron, Jr.	✓			✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera				✓

MEMORANDUM

FOOD CONSULTANT
HIGHEST
BIDDER
SELECTED

TO: Diana Jeffrey, Executive Director
Commissioners of Jersey City Redevelopment Agency

FROM: Evaluation Committee

DATE: December 2, 2022

RE: Evaluation Report for Food Service Consultant Services for
84 Sip Avenue

"WINNING"
PROPOSAL \$134,000

BACKGROUND

The Jersey City Redevelopment Agency ("Agency") issued a "Request for Proposals for Food Service Consultant Services relating to the project located at 84 Sip Avenue ("RFP") pursuant to the competitive contracting process of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The objective of the RFP was to find a consultant to assist the Agency throughout the planning, design, and construction of Centre Pompidou X Jersey City as it relates to foodservice. The partner organization will assist the Agency in a variety of ways, including but not limited to conducting a feasibility study; recommending and helping procure a foodservice operator as well as negotiating with the selected foodservice provider; assisting in design and specification for foodservice spaces; assisting in obtaining and evaluating bids or proposals, assisting in construction administration; and helping obtain governmental approvals (the "Food Service Consultant Services"). The Agency received three (3) proposals in response to the RFP: (1) Cini-Little International, Inc.; (2) JGL Food Service Consultants LLC; and (3) William Caruso & Partners, LLC d/b/a YoungCaruso.

SUMMARY OF PROPOSALS

1. CINI-LITTLE INTERNATIONAL, INC. ("Cini-Little")

BACKGROUND: Cini-Little is a global design and planning firm specializing in the areas of foodservice, laundry, and waste management. Cini-Little has over sixty years' experience providing clients with their services. Cini-Little has collaborated on many museum projects over the past sixty years.

PLAN: Citi-Little will facilitate clear communication of needs and expectations as well as adherence to the project schedule. Cini-Little will assist in preparing an independent Market Feasibility Study for the proposed concepts. The scope of work will include but is not limited to site analysis, economic trends in the region, assessment of current demand for existing competitive restaurants, provide comparables regarding menu pricing and seating capacity, assist

in schematic design and design development, and furnish a completed set of contract documents for the solicitation of foodservice equipment.

PROPOSED TERMS AND FEES: Cini-Little proposed the following fees:

	Proposed Fee
Fee	\$106,800
All Other Costs (reimbursable expenses, etc.)	\$5,500
Total Fee	\$112,300

2. JGL FOOD SERVICE CONSULTANTS LLC (“JGL”)

*“WINNER”
HIGHEST
PROPOSAL*

BACKGROUND: JGL is a food service and retail consultancy specializing in cultural institutions and has almost forty years’ experience. JGL has consulted on more than three hundred and fifty cultural institutions in its history. A large majority of JGL’s clients are museums and/or places of public attraction.

PLAN: JGL’s approach starts with interviews of key stakeholders to help understand institutional goals. JGL will make site visits to get a better understanding of the area. JGL’s kitchen design subcontractors, Jacobs Donald Beer (JDB) will lead the design process from schematic design through construction administration based on decisions made in the feasibility phase. JGL will suggest operating requirements, draft RFP documents, recommend bidders, act as liaison for bidders, review and analyze all bids, prepare a report summarizing the bids, verify references, and make recommendations regarding negotiations with selected candidate(s).

PROPOSED TERM AND FEES: JGL proposed the following fee:

	Proposed Fee
Part A	\$78,000
Part B	\$55,000
All Other Costs (reimbursable expenses, etc.)	\$1,000
Total Fee	\$134,000

3. WILLIAM CARUSO & PARTNERS, LLC d/b/a YOUNGCARUSO (“YoungCaruso”)

BACKGROUND: YoungCaruso is a specialized consulting firm in food/beverage, solid waste and laundry planning and design services and has participated in over 10,000 projects in 32 countries. YoungCaruso has approximately thirty-five years’ experience providing such services to its clients.

PLAN: YoungCaruso's proposal did not include the full scope outlined in the RFP. Scope for a feasibility study was not provided. In the Schematic Design Phase, YoungCaruso will attend design meetings to establish the scope and criteria of the project. Thereafter, YoungCaruso will finalize the client's thoughts and implement them into the planning process. YoungCaruso will prepare a functional program narrative outlining the food program and processes. YoungCaruso will prepare space utilization schematic layouts to emphasize functionality. In the Design Development Phase, YoungCaruso will prepare to scale equipment layouts with an equipment list and ensure functional relationships of food preparation and the kitchen. Additionally, YoungCaruso will prepare itemized equipment cut sheets and prepare a preliminary budget cost estimate. During the Construction Document Phase, YoungCaruso will identify all building requirements to accommodate equipment, plumbing and electrical plans.

PROPOSED TERMS AND FEES: YoungCaruso proposed the following fees:

	Proposed Fee
Part A	\$45,000.00
Part B	
All Other Costs (reimbursable expenses, etc.)	\$5,175.00
Total Fee	\$50,175.00

EVALUATION PROCESS

The Evaluation Committee, consisting of Diana H. Jeffrey, Executive Director of the Agency; Elizabeth Vasquez, Qualified Purchasing Agent; and Cortez Crosby, Owner's Representative for the project, reviewed each proposal to reach the conclusions set forth in this report. Pursuant to *N.J.S.A. 40A:11-4.3(b)*, scoring represents the input of the Evaluation Committee as presented to Elizabeth Vasquez, Qualified Purchasing Agent for the Agency and the administrator of the competitive contracting process, in consultation with McManimon, Scotland & Baumann, LLC, counsel to the Agency.

EVALUATION CRITERIA

The RFP requires the responses to be evaluated on the following weighted criteria:

CRITERIA		POINTS
1	Qualifications, References and Capacity of Respondent	[0 – 20]
2	General Experience of the Respondent as Applicable to this Project	[0 – 30]
3	Food Service Consultant Services Plan and Approach	[0 – 30]
4	Fee Proposal	[0 – 20]

The Evaluation Committee applied the Evaluation Criteria set forth in the RFP to the Proposals. The Proposals were also reviewed for legal compliance, as well as administrative, technical, experience, and cost.

FINAL EVALUATION SCORING RANKED HIGHEST TO LOWEST

PROPOSER	EVALUATION CRITERIA				TOTAL
	1	2	3	4	
Cini-Little International, Inc.	45	59	68	51	223
JGL Food Service Consultants LLC	60	80	90	40	270
William Caruso & Partners, LLC d/b/a YoungCaruso	-	-	-	-	-

RECOMMENDATION

JGL received the highest total score from the majority of the Evaluation Committee based upon the evaluation criteria and scoring model in the RFP.

JGL is qualified to provide the Food Service Consultant Services set forth in the RFP. The firm has extensive experience on multiple projects of similar type and within and near the Jersey City community, including Liberty Science Center, Newark Museum

of Art, and New Jersey Performing Arts Center. JGL has demonstrated the knowledge and the ability to provide food consulting service that meet the needs of the Agency, including focus on feasibility studies to outline strategic planning opportunities, emphasis on aligning institutional goals with operational goals, and understanding of various food service operating models.

The Evaluation Committee believes that JGL has the experience and the administrative and technical capability to work with the Agency to efficiently and effectively provide the Food Service Consultant Services sought pursuant to the RFP.

The Evaluation Committee also believes JGL's fee proposal is competitive, feasible, and justifiable. While JGL's annual fee proposal is higher than that proposed by YoungCaruso and Cini-Little, the Evaluation Committee believes JGL's approach to Food Service Consultant Services will be most effective in assisting the Agency with this Project.

It is the recommendation of this Report that the Agency select JGL to provide the Food Service Consultant Services at 84 Sip Avenue and execute an agreement with same incorporating the terms set forth in the RFP and JGL's proposal.

FRENCH LEGAL SERVICES
35,000

Resolution No. 22-03-6

APP. # 350/HOUR

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
FIRST AMENDMENT TO CONTRACT NO. 21-08-CJ4 WITH
BUREAU BAILLET FOR LEGAL SERVICES FOR THE
PROPERTY IDENTIFIED AS BLOCK 9501, LOT 22, COMMONLY
KNOWN AS 84 SIP AVENUE/25 PATHSIDE, WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by the City of Jersey City (the "City") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "Redevelopment Plan") to effectuate and regulate the redevelopment of the area designated by the City as the Journal Square 2060 Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, the Agency is the owner of certain real property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the "Property"), which Property is located within the Redevelopment Area and subject to the Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the building on the Property as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency's redevelopment activities and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the "Cooperation Agreement"); and

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d'art et de culture Georges Pompidou ("Centre Pompidou") as the cultural partner for the Pathside Museum Project ("Project") and the Agency and the Centre Pompidou have entered into Implementation Contract 1 for the Project; and

WHEREAS, the Agency has a need for specialized legal services in connection with the Project (the "Legal Services") and its contractual relationship with the Centre Pompidou from an experienced and qualified law firm with an expertise in French law; and

WHEREAS, Bureau Baillet (the “Attorney”) provided the Agency with a proposal dated July 25, 2021 (the “Proposal”), which lists the tasks proposed to be completed and proposes hourly billing for services provided at the rate of Three Hundred Twenty Euros (€320.00) per hour; and

WHEREAS, on November 1, 2021, in accordance with Resolution No. 21-08-12 and the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “LPCL”), the Agency entered into Contract No. 21-08-CJ4 with the Attorney for the services set forth in the Proposal (“2021 Contract”); and

WHEREAS, it is necessary to increase the amount of the 2021 Contract to permit the Attorney to perform the services required under the 2021 Contract and the Attorney will do so for an additional amount not to exceed an additional Ten Thousand Dollars (\$10,000) which will increase the total contract amount to Twenty-Five Thousand Dollars (\$25,000); and

WHEREAS, the Agency desires to amend the 2021 Contract to authorize the Attorney to perform all of its obligations under the 2021 Contract; and

WHEREAS, the Agency hereby certifies that there are funds available for such costs pursuant to the Cooperation Agreement,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes an amendment to the 2021 Contract to permit the Attorney to perform the legal services set forth in the Proposal, for an additional amount not to exceed Ten Thousand United States Dollars (\$10,000.00), and such that the total revised 2021 Contract amount is Twenty-Five Thousand Dollars (\$25,000.00) payable in accordance with the rates set forth in the Proposal. Except as expressly authorized herein, all other terms and conditions of the 2021 Contract shall remain unchanged and in full force and effect.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver a first amendment to the 2021 Contract, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel in accordance with the LPCL.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of March 15, 2022.

 CAE
 Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

ATTACHMENT E

Various news reports of nonprofits controlled by local officials that received public money and contributions from no-bid project vendors, and which paid for local officials to travel to Paris.

From the Hudson County View

Hudsoncountyview.com

Jersey City releases list of donors that gave over \$1k each to group that paid for Paris trip

John Heinis

March 9, 2023 6:28 pm

The City of Jersey City has released the list of donors that gave over \$1,000 each to a group that paid for 8 officials to travel to Paris last month as part of the Centre Pompidou project.



Rendering courtesy of OMA.

By John Heinis/Hudson County View

The list of over 60 donors was disclosed the day after Mayor Steven Fulop said that Grow Jersey City, the non-profit arm of the local Economic Development Corporation, paid for him and seven other local officials to go to the capital of France last month.

Several prominent developers contributed to the fund, which was started during the early going of the COVID-19 pandemic with the purpose of supporting economic development, Fulop said in the interview.

Caulfield, Eric Silverman, Peter Mocco, Mack Cali (now Veris Residential), Ironstate Holdings, Brandywine Acquisition, and Brandywine Acquisition are all on the list, which did not include exact donation amounts.

The Hurley Family Foundation, a free basketball program for students in 3rd through 12th grades in Jersey City run by famed St. Anthony High School basketball coach Bob Hurley, and the Paul and Phyllis Fireman Foundation – the owners of the Liberty National Golf Course, contributed as well.

Both Hurley and Paul Fireman are linked to the group Liberty State Park For All, who have been pushing for expanded recreation at the park that includes a proposed 7,000-seat concert venue and 5,000-seat stadium.

A few local vendors are also listed, including McManimon Scotland & Baumann LLC, special counsel for the housing authority; Decotiis, Fitzpatrick, Cole & Giblin LLP, counsel to the municipal utilities authority; Acrisure, the city's insurance provider; and a foundation for Suez (now Veolia) Water, the city's water service provider.

Also on that list is Bespoke Health, who received a \$1.5 million contract with the city at the beginning of last year to provide COVID-19 vaccination clinics.

Furthermore, corporations such as Fidelity, Goldman Sachs, Kaw Management, and Investors Bank, along with charitable groups from outside the area like the Justin and Victoria Gmelich Family Fund and [Brookline Foundation](#).

The list was released after HCV filed an Open Public Records Act (OPRA) last week seeking email communications to determine who paid for the trip to Paris from February 18th and February 22nd.

The [itinerary](#) of the trip indicates that visit centered around developing the Centre Pompidou project in Journal Square, which is slated to open in late 2025 or early 2026.

Name
Douglas Sieg
Phillip Gesue
Brookfield/GS Investors
Caulfield
Eric Silverman
Van Leer Place (McKinney Properties)
Mack Cali
Coles Street Associates
David Weinstein
SumRidge Partners
DTCC
Paul & Phyllis Fireman Foundation
AJD Construction
Namdar Group
Ironstate Holdings
Claremont Development
Claremont Properties
Albanese
Modera Lofts(Mill Creek)
Investors Bank
John Saraceno Jr
Justin and Victoria Gmelich Family Fund
Kaw Inc
Robert Thornton
Michael McCord
Florence Baron
Fidelity Charity
Long Tan Nguyen
Adam Wheeler
Greater Horizons
Lenore Trapanese
Hurley Family Foundation
Suffolk Construction Company Inc
Investors Foundation
Ramon Colon
Kim Nieves
Acrisure LLC
Metropolitan Consulting Group
Argent Ventures LLC
BNE Real Estate Group
Garden State Development Inc
AJD Construction Co, Inc
KRE Property Management Co LLC
Brandywine Acquisition
China Construction
Lennar Multifamily Communities LLC

Mecca & Son Trucking Co Inc
Argonaut Management Services
Suzanne Goldstein & John Thompson
McManimon, Scotland & Baumann LLC
NRP
Brett Harwood
Decotiis, Fitzpatrick, Cole & Giblin LLP
Goldman Sachs
Connell Foley (Avel Realty LLC)
Peter Mocco
McManimon, Scotland & Baumann LLC
Harwood
Boraie Development
Hoboken Brownstone
Boraie Development
TRC
Suez North America Foundation
Goldman Sachs Matching Grant
Select Equity Group Foundation
Suez North America (Charitable giving)
Bespoke

Total