

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF FLORHAM PARK
AND
INGLESINO, WEBSTER, WYCISKALA, TAYLOR, LLC.
AS
PLANNING BOARD ATTORNEY & SPECIAL COUNSEL TO THE SEWER UTILITY**

THIS CONTRACT, made this 1st day of January, 2018,

BETWEEN: THE BOROUGH OF FLORHAM PARK, a Municipal Corporation in the County of Morris and State of New Jersey, with offices located at 111 Ridgedale Avenue, Florham Park, New Jersey 07932.

Hereinafter Referred to as the "Borough";

AND: INGLESINO, WEBSTER, WYCISKALA, TAYLOR, LLC., with offices located at 600 Parsippany Road, Suite #204, Parsippany, New Jersey 07054,

Hereinafter Referred to as the "Professional";

W I T N E S S E T H:

WHEREAS, the Borough has named Inglesino, Webster, Wyciskala, Taylor, LLC., as attorneys for the Planning Board and Special Counsel to the Sewer Utility with John P. Inglesino, Esq., as Principal Representative in and for the year 2018 for the purpose of serving as Planning Board Attorney and Special Counsel to the Sewer Utility for the Borough; and

WHEREAS, this contract is awarded as a result of a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.*

WHEREAS, the understanding of the parties with respect to the services to be rendered and the various fee arrangements are required to be set forth in a formal agreement;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. WORK TO BE PERFORMED.

a) The Professional shall provide all services requested by the Borough to be performed at rates detailed in Schedule A, attached.

All work will be performed on a time and materials basis.

b) Any and all work performed pursuant to this Agreement shall be performed to acceptable practices and standards within the profession and to the satisfaction of the Borough.

2. **COMPENSATION.**

Fees for services and expenses shall be as set forth on Schedule A attached hereto.

3. **PAYMENT.**

Payment shall be made by the Borough within thirty (30) days of the receipt and approval of itemized bills and vouchers.

4. **AFFIRMATIVE ACTION.**

During the performance of this Contract, the Professional agrees as follows:

The Professional will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Professional will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation. Such action 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 Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the designated Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The Professional, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Professional agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Professional agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, martial status, sex, or affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Professional 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.

The Professional agrees to review all procedures relating to transfers, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal Law and applicable Federal court decisions.

The Professional 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

The Professional shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

5. **NEW JERSEY LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. **PARTIAL INVALIDITY.**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Agreement shall be valid and

enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Borough.

7. **NO ASSIGNMENT.**

This Agreement is not assignable.

8. **BINDING ON SUCCESSORS.**

Except as otherwise provided in this Agreement, all terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

9. **MODIFICATIONS.**

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing and executed by the Borough and the Professional.

10. **NO WAIVER.**

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

11. **CAPTIONS.**

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

12. **OWNERSHIP OF RECORDS.**

All records and data of any kind relating to the Borough shall belong to the Borough and shall be surrendered to the Borough upon the expiration or termination of this Agreement, except that the Professional will retain such information as it necessary in its professionally required work record.

13. INSURANCE.

The Professional shall provide, at its own expense, proof of the following insurance to the Borough:

a) Workers' Compensation

In compliance with the Workers' Compensation Law of the State of New Jersey.

b) General Liability

With a minimum limit of liability per occurrence for bodily injury of \$1,000,000.00 and a minimum of \$250,000.00 for property damage.

c) Automobile Liability Insurance

With a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and a minimum of \$250,000.00 per occurrence for property damage. This insurance must include coverage for hired and non-owned automobiles.

d) Errors and Omissions

A minimum limit of liability of \$1,000,00.00 per incident.

Failure by the Professional to supply such written evidence shall result in default.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Borough. The Professional shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Borough. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage.

14. INDEMNIFICATION AND HOLD HARMLESS.

The Professional shall indemnify and hold the Borough, its appointed officials and employees harmless from any and third party claims or liabilities to the extent directly resulting from the negligence or willful misconduct of the Professional and its agents in connection with all activities undertaken by the Professional pursuant to this Agreement. The Borough agrees to give the Professional prompt written notice of any such claim or liability, and an opportunity to control

the defense and settlement thereof. No limitations on the foregoing indemnity shall impair or limit the Borough's recourse to the insurance coverage set forth herein.

15. TERMINATION.

Either party may terminate this Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Borough shall pay the Professional for all services performed hereunder up to the date of such termination. In addition, if the Borough terminates, the Borough shall pay the Professional all reasonable costs and expenses incurred by the Professional in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

16. ENTIRE AGREEMENT.

This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

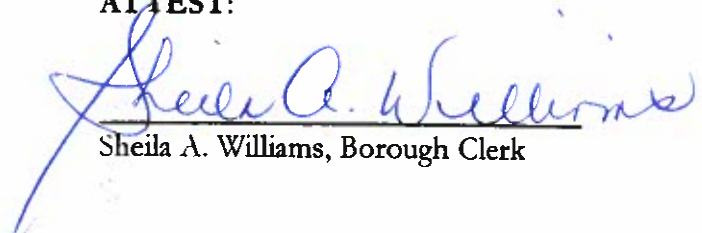
17. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective on the 1st of January 2018.

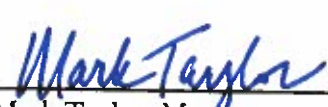
IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written for the purpose and the terms specified herein.

ATTEST:

BOROUGH OF FLORHAM PARK

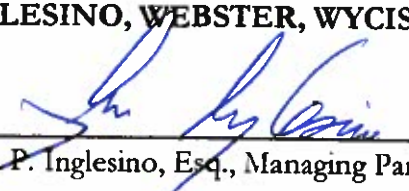


Sheila A. Williams, Borough Clerk

By: 

Mark Taylor, Mayor

INGLESINO, WEBSTER, WYCISKALA, TAYLOR, LLC.



John P. Inglesino, Esq., Managing Partner