

**AGREEMENT FOR OUTSIDE COUNSEL LEGAL SERVICES FOR
SPECIAL CONSTRUCTION CODE LITIGATION COUNSEL**

January 1, 2024 – December 31, 2024

THIS AGREEMENT between the City of Union City (the “City”) and the law firm of Scarinci Hollenbeck, LLC, with offices at 150 Clove Road, Little Falls, New Jersey 07424 (“Outside Counsel”) is made as of this _____ day of _____, 2024. For good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. PARTIES AND PURPOSE

Outside Counsel is a law firm comprised of duly licensed attorneys necessary to provide legal services for the City of Union City in the State of New Jersey. The City is a duly elected or appointed political subdivision of the State of New Jersey. This Agreement sets forth the terms under which Outside Counsel agrees to provide special counsel legal services for special construction code litigation to the City. In return for the compensation provided below, Outside Counsel shall provide professional legal services, as may be specifically requested from time to time by the City and as described in the RFP for said services.

2. TERM

The term of this Agreement shall be from January 1, 2024 through and including December 31, 2024. Outside Counsel may terminate this Agreement upon the provision of sixty (60) days written notice to the City. The City may terminate this Agreement by written notice to Outside Counsel at any time and without prior notice. Upon termination of this contract, City shall pay all amounts due and owing to Outside Counsel within 30 days of the presentment of the final invoice. The City shall also pay for all legal fees plus reasonable costs and expenses incurred to transfer the files to the designated attorney.

3. ASSIGNMENT OF MATTERS

Outside Counsel shall be assigned matters by, and shall take its direction from, the Mayor, as Director of the Department of Public Safety and the head of the Law Department, or his designee(s). The foregoing are the only parties authorized to assign matters to, and to direct the activities of, Outside Counsel, and Outside Counsel shall not accept matters or direction from any other department within the City unless authorized by the Mayor and/or Board of Commissioners as a whole.

In consideration of professional services rendered pursuant to this Agreement, Outside Counsel shall be compensated on an hourly basis. Time spent in any necessary and appropriate manner in furtherance of the City’s legal objectives as described on the RFP shall be compensated at a rates set forth in Outside Counsel’s proposal, plus reimbursement of certain expenses, as set forth below, for a total amount not to exceed \$200,000.00 for the above term.

4. STAFFING, REPORTING, AND INVOICE GUIDELINES/ PROCEDURES

A. Staffing:

[1.] Individual Lawyer Responsibility

Effective control and management of City matters requires the most efficient and effective use of all available resources. The City expects the individual

lawyer assigned to handle a matter to be personally and directly responsible for the matter and for maintaining such efficiency. One attorney that will serve as the primary contact for Outside Counsel shall be designated. The attorney that will serve as primary contact for the term of this Agreement shall be Angelo Auteri, Esq.

B. Reporting:

[1.] General Obligations

It is the responsibility of Outside Counsel to keep the City well informed and current regarding the material developments relating to all matters assigned to it.

[2.] Matter Plan and Budget

For all non-routine matters, Outside Counsel shall prepare and submit a matter plan and budget to the Mayor and/or his designee, which shall set forth (i) the staffing plan; (ii) the initial factual and legal analysis of the matter, (iii) each major activity contemplated, and (iv) estimated fees and costs within thirty (30) days of being assigned a matter.

[3.] Work Product

Outside Counsel shall provide the Mayor and/or his designee with copies of all pleadings, correspondence, legal research memoranda, etc., relating to all matters. For litigation matters, Outside Counsel shall submit to the Commissioners copies of all pleadings.

[4.] Interim Reports

Outside Counsel shall submit an update on the status of all matters, which shall reflect the current status and will include any new developments, including any change in the evaluation of Outside Counsel as to either liability or monetary recovery or exposure at least every ninety (90) days by way of submission of status reports to the Mayor and/or his designee.

[5.] Advice as to Significant Developments

As soon as practicable, Outside Counsel shall inform the Mayor and/or his designee, of any significant developments on all matters assigned to it, including deposition testimony, settlement proposals presented, status conferences and trial dates.

C. Invoice Guidelines:

[1.] Billing Format

Outside Counsel must ensure that billing invoices include: (1) matter name, (2) date of service, (3) attorney's name or identification number, (4) attorney's hourly rate, (5) total charge for each task or billing entry, (6) a description of the services provided or tasks performed and all individuals involved, with the understanding that attorney bills are subject to OPRA, (7) the amount of time spent on each particular service or task, and (8) an itemized list of any expenses or disbursements. Non-descriptive entries will not be accepted. All time must be recorded in two tenths of an hour (.2). "Bulk billing" (setting forth a series of tasks, followed by a single time entry

for all such tasks) will not be accepted or paid. No retainers/flat fees will be paid by the City.

[2.] Billing Cycle

Invoices for services rendered and costs incurred in each matter are to be submitted on a monthly basis, for the full calendar month. Each monthly billing statement shall also show the original amount of the Contract, any increases established by amendment to the Contract, the amount previously billed under the Contract, and the total amount of unbilled funds remaining available under the Contract after deduction of the most recent amount billed. The City may withhold payment for any invoice which does not comply with the requirements set forth herein.

[3.] Guidelines for Professional Fees

- i. General: The City expects the individual lawyer to whom a matter is assigned to be personally and directly responsible for the efficient and professional handling of the matter. To promote effective utilization of time and skills, the City expects that Outside Counsel make every effort to provide for continuity in staffing and to assign the appropriate level of legal talent to each matter.
- ii. Prior Research: The City expects Outside Counsel to use prior relevant research that is available within or to the firm whenever possible.
- iii. Prior Approval of Proposed Services: Outside Counsel must obtain the express prior approval of the Mayor and/or his designee before undertaking to provide outside services and charging for discovery, for legal research projects, for proposed motions and all other matters of strategy.
- iv. Unpaid Time: The City will not pay: (a) for time spent in processing conflict searches, preparing billing statements nor in responding to inquiries concerning Outside Counsel invoices; (b) for travel time or other time during which Outside Counsel bills another client for work performed while traveling; (c) for services associated with the maintenance of Outside Counsel's client files for the City or similar activities that are generally attendant to having the City as a client; (d) time spent transitioning matters due to Outside Counsel's staffing turnover; (e) any other administrative charges; and (f) internal conferences among lawyers and other staff.

[4.] Reimbursable Expenses

The City expects that Outside Counsel, from time to time, will need to obtain the services of third-party vendors such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments. Outside Counsel will contract with those service providers upon the approval of the Mayor and/or Commissioners. Outside Counsel shall notify the Mayor and/or Commissioners of the

engagement of all third-party service providers and obtain prior authorization for those services from the Commissioners. Outside Counsel will pay for all third-party service providers' expenses up to \$100.00 and will bill the City for those services via detailed disbursement requests included in the monthly invoices. Single bill expenses over \$100.00 can be billed separately to the City with approval by the Commissioners. **The City's Accounts Payable Department requires that all requests for reimbursement of expenses must be supported by the third-party vendors' bills or invoices attached to Outside Counsel's monthly billings.**

The City will reimburse Outside Counsel for the actual costs and expenses incurred by Outside Counsel included in the following categories:

- i. Messenger/Courier Service: The City will reimburse actual charges billed to Outside Counsel for deliveries where this level of service is required because of time constraints imposed by the City or by a court. However, the City discourages using these services where electronic delivery would suffice.

Appropriate summaries of messenger/courier expenses will reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation.

- ii. Travel: The City will reimburse actual charges for transportation, summaries of transportation expenses should reflect the identity of the user, the date and amount of the cost, and the points of travel.
- iii. Computerized Research: It is expected that computerized research charges are subsumed within Outside Counsel's general overhead, and the City will not be charged therefore.
- iv. Photocopying/Printing: The City will reimburse actual charges for necessary outside photocopy, binding and printing services and costs of inside photocopy services at a per copy expense of \$.20 per page. Summaries of expenditures for copying should reflect either the number of copies made or the cost per copy. Facsimile transmissions are billed at \$.75 per page.
- v. Litigation Expenses: The City will reimburse actual charges for filing fees, court reporter fees, translators and expert witness fees. Appropriate summaries of litigation expenditures should reflect the date and nature of the expense and the recipient of the payment.

[5.] Non-Reimbursable Expenses

The City will not reimburse Outside Counsel for: (i) costs and expenses allocated to clients on a group-basis method of accounting; (ii) total costs for photocopying where neither the number of copies nor the cost of each copy is indicated; or (iii) costs that the City considers to be overhead expenses, including telephone, and computerized research usage, secretarial and

paralegal overtime, word processing, cost of equipment, technology and/or other similar costs of doing business.

5. MISCELLANEOUS

Outside Counsel shall comply with all laws and regulations applicable to its status as Outside Counsel, including, without limitation, N.J.S.A. 19:44A-20.4 et seq.

Outside Counsel shall comply with the requirements of the Mandatory Equal Employment Opportunity Language included in Exhibit A.

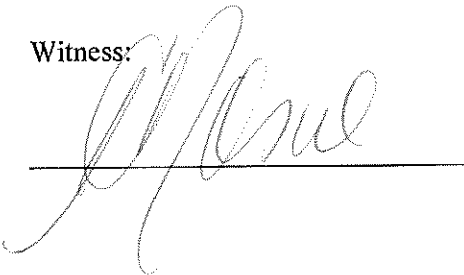
Pursuant to N.J.A.C. 17:44-2.2, Outside Counsel shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

THE ABOVE PROVISIONS REPRESENT THE COMPLETE AND FULL AGREEMENT, SUPERSEDING ALL PRIOR AGREEMENTS, AND ARE FULLY UNDERSTOOD AND ACCEPTED BY THE PARTIES. THE FOLLOWING INDIVIDUALS ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTIES.

6. INDEMNIFICATION

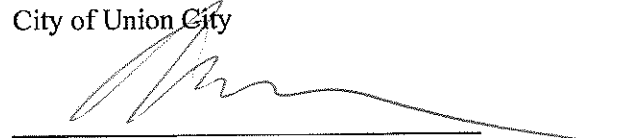
The City shall indemnify and hold harmless Outside Counsel for any liability incurred including but not limited to lawsuits arising from the acts or omissions within the scope of this agreement.

Witness:



City of Union City

By:


Brian P. Stack, Mayor

Witness:



Scarinci Hollenbeck

By:

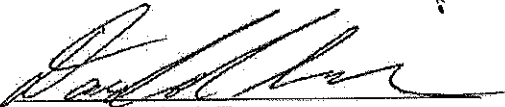

Donald Scarinci, Esq.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT B

CITY OF UNION CITY
COUNTY OF HUDSON, STATE OF NEW JERSEY

R# 12/1-22

RESOLUTION AUTHORIZING CONTRACTS FOR SPECIAL CONSTRUCTION
CODE LITIGATION COUNSEL SERVICES FOR 2024

WHEREAS, the City of Union City ("City") requires special construction code litigation services for the City for the period between January 1, 2024 and December 31, 2024; and

WHEREAS, pursuant to the New Jersey Local Unit "Pay-to-Play" Law, ("Law"), N.J.S.A. 19:44A-20.4 et seq., the City has sought qualified applicants to provide these services through the use of a "fair and open process," as defined at N.J.S.A. 19:44A-20.7; and

WHEREAS, as required by the Law, the City provided sufficient notice of its Request for Proposals (RFP); publicly solicited RFPs; publicly opened all proposals; and is publicly awarding the Contract via this Resolution; and

WHEREAS, in response to the RFP, two proposals were received; and

WHEREAS, these proposals meet the selection criteria articulated in the RFP; and

WHEREAS, the Board of Commissioners deems it in the best interests of the City to award Contracts to Chasan, Lamparello, Mallon & Cappuzzo, P.C. and Scarinci & Hollenbeck, LLC to provide special construction code litigation counsel services for the City for the period January 1, 2024 through December 31, 2024 in accordance with the RFP at the rates set forth in the proposals and each total respective contract not to exceed \$200,000.00; and

WHEREAS, the availability of funds shall be certified by the Chief Financial Officer or certifying finance officer shall make an appropriate entry into the local unit's encumbrance system pursuant to N.J.A.C. 5:30-5.1 and 5.2 prior to the issuance of a contract; and

WHEREAS, in the event there are any inconsistencies between the submitted proposals and the RFP, the RFP shall prevail; and

WHEREAS, this award of contracts is made subject to the approval of the State of New Jersey, Division of Local Government Services, if necessary.

NOW THEREFORE, BE IT RESOLVED that the Mayor and the Board of Commissioners of the City of Union City do hereby authorize contracts with Chasan, Lamparello, Mallon & Cappuzzo, P.C. and Scarinci & Hollenbeck, LLC, to provide special construction code litigation services for the City for the period January 1, 2024 through December 31, 2024 in accordance with the RFP at the rates set forth in the proposals, for a total contract amount per vendor not to exceed \$200,000.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk shall be authorized to execute contracts with Chasan, Lamparello, Mallon & Cappuzzo, P.C. and Scarinci & Hollenbeck, LLC in a form acceptable to Corporation Counsel.

I, Tammy Zucca, do hereby certify that there are sufficient funds in account # _____ for these contracts.

I, Hilda I. Rosario, City Clerk of the City of Union City, in the County of Hudson, New Jersey, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Commissioners of the City of Union City, New Jersey at a meeting held on December 7, 2023. IN WITNESS THEREOF, I, the said City Clerk have hereunto set my hand and affixed the corporate seal of the City, on this 7th day of December 2023.


Hilda I. Rosario, Acting City Clerk