

**AGREEMENT BETWEEN MCNERNEY AND ASSOCIATES, INC.
AND THE TOWNSHIP OF NORTH BERGEN FOR APPRAISAL
SERVICES**

This Agreement is made as of January 1, 2024, by and between the Township of North Bergen ("Township"), which is located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, and McNerney and Associates, Inc., with an office located at 266 Harristown Road, P.O. Box 67, Glen Rock, New Jersey 07452-0067 ("Contractor").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed between the parties as follows:

1. Scope of Services Contractor shall prepare or update, as necessary, any and all appraisals of properties as requested by the Township. Contractor shall also provide testimony, if necessary, before a Condemnation Commission or in the Superior Court. Unless permission is granted by the Township, Robert McNerney and William Yirce shall provide the services required under this Agreement. Contractor agrees to comply with the terms and conditions set forth in the Township's Request for Proposals for the 2024 year.

2. Compensation The fee for said services shall be as follows:

2.1 For any new appraisals, the fee will be based on the equalized assessment of the property at issue, with said fees ranging from \$1,500 to \$5,000 per appraisal, as follows:

<u>Type of Property</u>	<u>Estimated Fee</u>
Properties which Have an Equalized Assessment of \$500,000 and Under	\$1,500
Properties which Have an Equalized Assessment between \$500,001 and \$1,000,000	\$2,000
Properties which Have an Equalized Assessment between \$1,000,001- \$2,500,000	\$2,500
Properties which Have an Equalized Assessment between \$2,500,001 - \$5,000,000	\$3,500
Properties which Have an Equalized Assessment between \$5,000,001- \$7,500,000	\$5,000
Properties which Have an Equalized Assessment Over \$7,500,000	To Be Determined

2.2 For preparation and testimony during any condemnation proceedings, the Township shall pay Contractor \$100.00 per hour for Mr. McNerney and Mr. Yirce's services, with reimbursement for costs and expenses;

2.3 Disbursements shall be reimbursed as follows:

- Copy Cost: \$.05 per page for 8½ x 11"
\$.07 per page for 8½ x 14"
- Postage: Direct Reimbursement
- Travel Expenses: Prevailing IRS rate/mile plus Tolls and Parking
- Any other reasonable and necessary expenses incurred in the course of performing the contract: Direct Reimbursement

2.4 Maximum Amount

The total compensation to be paid for the above referenced services shall not exceed \$15,000.00 inclusive of costs and expenses, and if this maximum is reached, application may be made to the Board of Commissioners to increase said amount.

3. Term The term of this Agreement is for a period of one (1) year commencing effective January 1, 2024, and ending on December 31, 2024.

4. Independent Contractor Contractor's relationship to the Township shall at all times be that of an independent contractor. The method and manner in which Contractor's services hereunder shall be performed shall be determined by Contractor, in its sole discretion, and the Township will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Contractor shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees or agents of the Township.

5. Notice Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing and shall be deemed given only (i) when actually received by the addressee; or (ii) mailed postage prepaid, by certified or registered mail, return receipt requested, addressed as follows:

If to Contractor:	Robert McNerney McNerney and Associates, Inc. 266 Harristown Road, P.O. Box 67 Glen Rock, New Jersey 07452-0067
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If to Township:	Township Clerk Town Hall 4233 Kennedy Blvd. North Bergen, New Jersey 07047
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With copy to:
Purchasing Agent
Town Hall
4233 Kennedy Blvd.
North Bergen, New Jersey 07047

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this section.

6. Termination The Township, acting by its Township Administrator, or his designee, may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving thirty (30) days notice to Contractor, in which event the Township's sole obligation shall be to compensate Contractor for work actually and satisfactorily performed and expenses incurred up to the date of termination.

7. Indemnity/Liability/Insurance Contractor will defend and indemnify the Township and hold it, its officers, agents, representatives, and employees harmless from any and all liabilities, claims, damages, costs (including attorney's fees), of any kind arising out of or resulting from this Agreement. Contractor shall maintain professional liability insurance of no less than \$1,000,000 during all times that this Agreement remains in effect.

8. Taxes, Unemployment Insurance and Related Items Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith; and Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the Township for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law Township may be required to pay same or any part thereof.

9. Affirmative Action Pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as amended), and N.J.A.C. 17:27-1 et seq. Contractor agrees to the terms of the Mandatory Affirmative Action Language set forth in Exhibit A, attached hereto.

10. New Jersey Business Registration Requirements Pursuant to N.J.S.A. 52:32-44, the Township ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

11. Retention of Records Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), Contractor shall maintain all documentation related to products, transactions or services under this Agreement 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.

12. General.

12.1 Modifications: This Agreement or any part thereof may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.

12.2 No Waiver: No omissions or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

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

12.4 Severability: If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

12.5 Successors and Assignees: Township shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor shall not assign or transfer its rights or obligations under this Agreement without prior written consent of Township.

12.6 Force Majeure: In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not

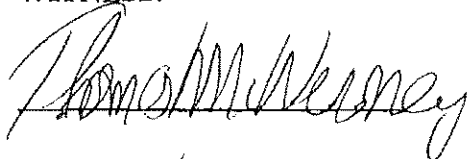
occasioned by the conduct of either party, whether such occurrence be an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

12.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services required under this Agreement.

12.8 Execution in Counterparts: This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

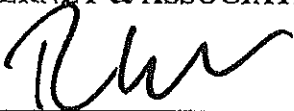
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials.

WITNESS:

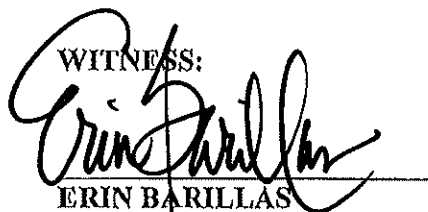


Dated: 1/9/2024

MCNERNEY & ASSOCIATES, INC.

BY: 
ROBERT MCNERNEY
PRESIDENT

WITNESS:


ERIN BARILLAS
TOWNSHIP CLERK

Dated: 1/12/2024

TOWNSHIP OF NORTH BERGEN

BY: 
NICHOLAS J. SACCO
MAYOR

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.

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 or 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.

Certification 34155

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2017** to **15-JUN-2024**

**MCNERNEY & ASSOCIATES, INC.
266 HARRISTOWN ROAD
GLEN ROCK**

NJ 07452 0067



Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**