

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated January 1, 2024, is made

BETWEEN the

TOWNSHIP OF NORTH BERGEN

whose principal address is 4233 Kennedy Boulevard, North Bergen, New Jersey 07047,

AND

DiFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.

their successors and assigns, whose address is 15 Mountain Boulevard, Warren, New Jersey 07059 referred to as the "Law Firm."

1. Legal Services to Be Provided. The Law Firm agrees to represent the Township in all matters assigned to it, on an as needed basis, by the Township in the area of Tax Court.

2. Compensation and Terms of Payment.

A. *Attorneys, Law Clerks & Paralegals:*

Hourly rate for all attorneys:	\$180.00
Hourly rate for law clerks & paralegals:	\$ 60.00

B. *Expense Reimbursement Schedule:*

- Copy Cost: \$.05 per page for 8½ x 11"
\$.07 per page for 8½ x14"
- Postage: Direct Reimbursement
- Travel Expenses: Prevailing IRS rate/mile plus Tolls and Parking
- Court Fees: Direct Reimbursement

- Filing Fees: Direct Reimbursement
- Transcript Cost: Direct Reimbursement
- Any other reasonable and necessary expenses incurred in the course of performing the contract: Direct Reimbursement

C. *Submission of Invoices and Approval:* Payment for services and reimbursements will be made upon the submission of itemized invoices detailing the work done, time expended, and the itemized reimbursements. Block billing will not be permitted. A Purchase Order will be processed and sent to you for signature. Payment will only be made following its formal approval on the Claims List by the Township of North Bergen Board of Commissioners at a regularly scheduled meeting.

D. Maximum Amount. Legal fees, including costs and reasonable disbursements, shall not exceed \$2,500.00, unless said amount is increased by resolution of the Township.

3. Term. This Agreement shall be effective January 1, 2024, and continue through December 31, 2024.

4. Documents Included in Agreement. All terms and conditions contained in the Request for Qualifications upon which the award of this Agreement is based are incorporated herein by reference as if set forth herein.

5. Trust Money. Any money received by the Law Firm to be placed in its Trust Account will be placed in a non-interest bearing account unless specific written arrangements are made to the contrary.

6. 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.

7. Affirmative Action Requirements. 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., Law Firm agrees to the terms of the Mandatory Affirmative Action Language attached hereto as Exhibit A. Upon the execution of this Agreement, Law Firm will submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report, or a Complete Affirmative Action Employee Information Report (AA 302).

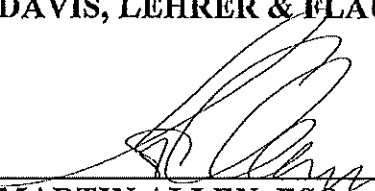
8. Retention of Records. Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), the Law Firm shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. Signatures. 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.

WITNESS:

DiFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.

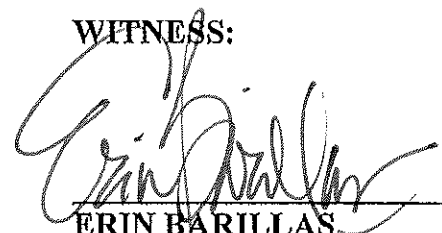
BY:



MARTIN ALLEN, ESQ.

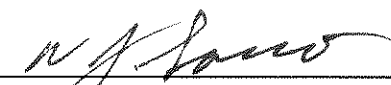
WITNESS:

TOWNSHIP OF NORTH BERGEN



ERIN BARILLAS
CLERK

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.