

***Agreement between Owner and Contractor
Professional Services***

AGREEMENT made as of the 16th day of April, 2021.

BETWEEN the Owner (*Name, address and other information*):

THE TOWNSHIP OF NUTLEY
Township Hall
1 Kennedy Drive
Nutley, New Jersey 07110

Telephone: 973-284-4955
Fax: 973-284-5668

and the Contractor (*Name, address and other information*):

Angelo Cifelli, Jr., Esq.
Piro, Zinna, Cifelli, Paris and Genitempo
360 Passaic Avenue
Nutley, NJ 07110

Telephone: 973-661-0710
Telefax: 973-661-5157

The Owner and Contractor agree as follows.

ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Between Owner and Contractor, the Resolution of the Owner, any documents included as Addenda, issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other writings detailing the scope of work and the price associated therewith, and any documents, included as Addenda, issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE SERVICE OF THIS CONTRACT

The general description of the services (hereinafter the “Work”) to be performed by the Contractor for the Owner is: **Services of an Attorney Specializing in Municipal Land Use Law and Policy to Provide Legal Advice and Services in connection with the Township’s Land Use Policies and Litigation related to the Diamond Springs Pool Club.** The Work, which forms the basis of this Agreement, is more fully described and identified in the Owner’s **Municipal Resolution No. 73-21.**

ARTICLE 3 PERFORMANCE UNDER THE CONTRACT

The Contractor shall fully complete the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4 DATE OF AGREEMENT AND COMPLETION

4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. *(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of Agreement (if different): **January 1, 2021**

4.2 The Contract Time shall be measured from the date of commencement, and shall run through **December 31, 2021**.

4.3 The Contract shall be deemed complete at the time of the following: the expiration of one year from the date of commencement, or at such sooner time as is mutually agreeable to the parties.

ARTICLE 5 CONTRACT SUM

The Owner shall pay the Contractor the Contract Sum from Account No. 1-01-012-205 in current funds for the Contractor's performance of the Contract. The Contract Sum shall not exceed \$17,000.00, and shall be billed hourly at a rate of \$190.00 per hour in legal fees during the term of the contract.

ARTICLE 6 PAYMENTS

6.1 Retainer. Prior to the commencement of work, the Owner agrees to pay the Contractor the sum of \$ NONE for the retention of the Contractor's services. The amount will be a credit toward the Contract Sum and shall be applied against the final billings of the Contractor. Nevertheless, the Contractor shall have the option to commence work prior to the receipt of the retainer.

6.2 Based upon Application for Payment (invoice/bill) submitted to the Owner's Representative no later than the first day of the month (the application date), and the Owner's Representative's verification that performance by the Contractor is substantially as set forth in the Application for Payment (invoice/bill), which verification shall be made to the Director of Revenue and Finance, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner's Representative receives the Application for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Contract to the Instructions and Conditions, or another Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 The Owner's representative is:

Name: Township of Nutley
Mayor Mauro G. Tucci
Address: 1 Kennedy Drive
Nutley, New Jersey 07110
Telephone: (973) 284-4969
Telefax: (973) 661-0972

7.3 The Contractor's representative is:

Name: Angelo Cifelli, Jr., Esq.
Firm: Piro, Zinna, Cifelli, Paris & Genitempo
Address: 360 Passaic Avenue
Nutley, New Jersey 07110
Telephone: (973) 661-0710
Telefax: (973) 661-5157

7.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 2021 Edition (Professional Services) Agreement between Owner and Contractor, prepared by the Township of Nutley.

8.1.2 The Resolution of the Owner. Resolution No. 73-21 was adopted by the Board of Commissioners on April 6, 2021.

8.2 Political Contribution Disclosure. This contract has been awarded to Piro, Zinna, Cifelli, Paris & Genitempo, LLC based on the merits and abilities of Piro, Zinna, Cifelli, Paris & Genitempo to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Piro, Zinna, Cifelli, Paris & Genitempo, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-

16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Nutley, County

of Essex if a member of that political party is serving in an elective public office of that Township of Nutley, County of Essex when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Township of Nutley, County of Essex when the contract is awarded.

ARTICLE 9: Reserved

ARTICLE 10: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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 or subcontractor 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 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

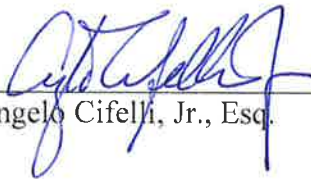
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Municipal Clerk of the Owner, one to the interested Department of the Owner, and one to the Office of the Township Attorney for the Owner.

OWNER:
Township of Nutley

CONTRACTOR:
Piro, Zinna, Cifelli, Paris and Genitempo

By: 
Mauro G. Tucci, Mayor

By: 
Angelo Cifelli, Jr., Esq.

Contractor Corporate/LLC Acknowledgment
(To be executed where the Contractor is a corporation/LLC)

STATE OF NEW JERSEY)
 : ss.
COUNTY OF ESSEX)

I certify that on (insert date) April 16, 2021, Angelo Cifelli, Jr., Managing Member of the Contractor, personally came before me, a Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

- (a) is the (insert title) Managing Member and authorized signatory of the Contractor, a LLC duly organized and validly existing under the laws of the State of New Jersey, and the Contractor named in the within document;
- (b) has the full authority to sign this document and bind the Contractor to the provisions of the within document;
- (c) signed, sealed and delivered this document as the voluntary act and deed of the LLC, duly authorized by a proper resolution by the Board of Directors or Managers, as the case may be.


Notary Public of the State of New Jersey

MARGARET P. BRENNAN
A Notary Public of New Jersey
My Commission Expires 10/01/2025

Owner Municipal Corporate Acknowledgment

(To be executed where the Owner is a municipal corporation)

STATE OF NEW JERSEY)
 : ss.
COUNTY OF ESSEX)

I certify that on (insert date) April 20, 2021, Mauro G. Tucci, Mayor of the Owner, personally came before me, a Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

- (a) is the Mayor and authorized signatory of the Township of Nutley, a municipal corporation duly organized and validly existing under the laws of the State of New Jersey, and the municipal corporation named in the within document;
- (b) has the full authority to sign this document and bind the municipality to the provisions herein; and
- (c) signed, sealed and delivered this document as the voluntary act and deed of the municipality, duly authorized by a proper resolution by the Board of Commissioners.



Notary Public of the State of New Jersey

CECI TRAMONTANA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50039985
My Commission Expires 6/15/2021

BOARD OF COMMISSIONERS
TOWNSHIP OF NUTLEY, NEW JERSEY

Resolution

Introduced by: Mayor Mauro G. Tucci *Date:* April 6, 2021
Seconded by: Commissioner Alphonse Petracco *No.* 73-21

WHEREAS, the Township of Nutley has the need to retain the services of an attorney who specializes in Municipal Land Use Law and policy to provide legal advice and services in connection with the Township's Land Use Policies and Litigation related to Diamond Springs Pool Club; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (a)(i) permits the award of a contract without public bidding; and

WHEREAS, Angelo Cifelli, Jr. Esq., of the Law Firm of Piro, Zinna, Cifelli, Paris & Genitempo, 360 Passaic Avenue, Nutley, New Jersey 07110 has submitted a proposal in the amount not to exceed \$17,000.00; and

WHEREAS, funds are available from account # 1-01-012-205 and will be certified by the Chief Financial Officer subject to the adoption of the 2021 Municipal Budget, said certification being attached to this resolution; and

WHEREAS, the anticipated term of this contract is for twelve (12) months, from January 1, 2021 through December 31, 2021; and

WHEREAS, the Law Firm of Piro, Zinna, Cifelli, Paris & Genitempo has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable disqualifying contributions to a political or candidate committee in the Township of Nutley in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Nutley, County of Essex, State of New Jersey, that the Mayor is hereby authorized to enter into a contract with Angelo Cifelli, Jr. Esq. of the Law Firm of Piro, Zinna, Cifelli, Paris & Genitempo as a Professional Service.

BE IT FURTHER RESOLVED that a copy of this Resolution, as well as the Contract shall be placed on file with the Clerk of the Township of Nutley; and a notice in accordance with the Local Public Contracts law of New Jersey in the form attached hereto shall be published in the Nutley Sun.

. . .

I, Eleni Pettas, Township Clerk of the Township of Nutley, Essex County, NJ, do hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Commissioners at a regular meeting held April 6, 2021

<i>Record of Vote</i>	<i>Commissioner John V. Kelly, III</i>	<i>Commissioner Thomas J. Evans</i>	<i>Commissioner Alphonse Petracco</i>	<i>Commissioner Joseph P. Scarpelli</i>	<i>Mayor Mauro G. Tucci</i>
<i>Yes</i>	X	X	X	X	X
<i>No</i>					
<i>Not Voting</i>					
<i>Absent/Excused</i>					