

**Agreement between Owner and Contractor
Professional Services**

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TOWNSHIP OF NUTLEY

AGREEMENT made as of the 1 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: 973-284-4951

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

Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road
Suite 604
Parsippany, New Jersey 07054

Telephone: 973-947-9131
Telefax: 973-887-2700

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: **Special Counsel with regard to litigation concerning the Township of Nutley's Affordable Housing Obligations.** The Work, which forms the basis of this Agreement, is more fully described and identified in the Owner's **Municipal Resolution No. 75-21** and shall include, in addition to general litigation services, shall perform other services related to the defense of claims brought against Nutley. Contractor shall have the authority to enter into agreements with consultants it deems necessary to support the Contractor and the needs of the municipality in relation to the Township's Affordable Housing Obligations.

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):

4.2 The Contract Time shall be measured from the date of commencement of January 1, 2021 and shall run until December 31, 2021.

ARTICLE 5 CONTRACT SUM

The Owner shall pay the Contractor to provide legal counsel for any attorney on staff an hourly rate of \$215.00 per hour for legal services and \$100.00 per hour for services performed by a paralegal or law clerk work as a municipal rate. The total amount for services rendered pursuant to this contract shall not exceed \$15,000.00.

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 Public Safety, 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 The Owner's representative is:

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

7.2 The Contractor's representative is:

Name: John P. Inglesino, Esq.
Firm: Inglesino, Webster, Wyciskala & Taylor, LLC
Address: 600 Parsippany Road, Suite 204
Parsippany, New Jersey 07071
Telephone: 973-947-7131
Telefax: 973-887-2700

7.5 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 No. 75-21.

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.

ARTICLE 9: GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE 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 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

By:


Mauro G. Tucci, Mayor

CONTRACTOR:
Inglesino, Webster, Wyciskala & Taylor,
L.L.C.

By:


John P. Inglesino, Esq.

BOARD OF COMMISSIONERS
TOWNSHIP OF NUTLEY, NEW JERSEY
Resolution

Introduced by: Commissioner Thomas J. Evans along with *Date:* April 6, 2021
the Board of Commissioners

Seconded by: Commissioner Joseph P. Scarpelli *No.* 75-21

WHEREAS, there exists a continuing need by the Board of Commissioners (the “Board”) of the Township of Nutley (the “Township”) for legal counsel to provide legal services related to the Township’s affordable housing requirements through a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Inglesino, Webster, Wyciskala & Taylor LLC, 600 Parsippany Road Suite 204, Parsippany New Jersey 07054 has ably and continuously provided these services and has provided a fee schedule, which reflects no changes, for the period January 1, 2021 through December 31, 2021 as follows: any attorney on staff shall be paid an hourly rate of Two Hundred Fifteen Dollars (\$215.00) for legal services and One Hundred Dollars (\$100.00) for services performed by a paralegal or law clerk; and

WHEREAS, the total amount for services rendered pursuant to this Resolution shall not exceed \$15,000.00 in the aggregate, which amount shall not include any fees to be reimbursed via developer escrows or otherwise; and

WHEREAS, funds are available for this purpose from the COAH Trust Account # T-26-909-902 and a Certification of funds has been provided by the Chief Financial Officer; and

WHEREAS, John P. Inglesino of Inglesino, Webster, Wyciskala & Taylor, LLC (the “Firm”) has completed and submitted a Business Entity Disclosure Certification which certifies that he and the Firm have not made any disqualifying reportable contributions to a political candidate or candidate committee in the Township in the previous one year that would violate either N.J.S.A. 19:44A-20.5, or the Township’s Local Unit Pay or the New Jersey Election Law Enforcement Commission disclosure requirements, and that the contract will bar John P. Inglesino of Inglesino, Webster, Wyciskala & Taylor, LLC from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Nutley in accordance with the Local Public Contracts Law, do hereby authorize the Mayor and Clerk to execute, seal and deliver a contract to John P. Inglesino, Esq., of the firm of Inglesino, Webster, Wyciskala & Taylor, LLC pursuant to the provisions of N.J.S.A. 19:44A-20.5, for an amount not to exceed \$15,000.00, at the stated hourly rates for an anticipated term of twelve (12) months, from January 1, 2021 through December 31, 2021; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be published as required by law and that the Business Disclosure Entity Certification and Business Entity Disclosure of Campaign Contributions shall be placed on file with this Resolution.

I,  _____, 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>					