

2.h.1.



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A Professional Corporation

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Please reply to New Jersey

November 14, 2017

VIA FACSIMILE: (201) 944-1497
VIA EMAIL: brian@gmcnjlaw.com

Brian Chewcaskie, Esq.
Gittleman, Muhstock & Chewcaskie, LLP
220 Fletcher Avenue, 5th Floor
Fort Lee, NJ 07024

RE: **ATTORNEY GENERAL OF NJ VS. TOWNSHIP OF MAHWAH**
Our File No. : 85436 ELH
Insured : Township Council of Mahwah

Dear Mr. Chewcaskie:

This will confirm our proposal to represent the Township Council in the above-captioned litigation at the following rates:

\$250/hour for partners and counsel;
\$200/hour for associates;
\$125/hour for paralegals.

Please advise if any further information or documentation will be necessary to facilitate our appointment, as I understand we are facing tight deadlines for the filing of responsive pleadings.

Very truly yours,

METHFESSEL & WERBEL, ESQS.

Eric Harrison
harrison@methwerb.com
Ext. 138

ELH:alj

Methfessel & Werbel, Esqs.
Our File No. 85436 ELH
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cc: **VIA EMAIL: mgiacobbe@cgajlaw.com**
VIA EMAIL: mathenas@cgajlaw.com
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Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
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2.h.l.

**PROFESSIONAL CONTRACT
BETWEEN
TOWNSHIP OF MAHWAH
AND
METHFESSEL & WERBEL
ATTORNEY GENERAL OF NEW JERSEY VS. THE TOWNSHIP OF MAHWAH,
TOWNSHIP COUNCIL**

THIS AGREEMENT, made effective the _____ day of _____ 2017, by and between the TOWNSHIP OF MAHWAH, a body politic and corporate of the State of New Jersey, party of the first part, hereinafter referred to as the "Township"; and Methfessel & Werbel located at, 2025 Lincoln Highway, suite 200, Box 3012, Edison, New Jersey 08818 , party of the second part.

WITNESSETH:

WHEREAS, there exists a need for legal services in connection with the Attorney General of New Jersey vs. The Township of Mahwah, Township Council; and

WHEREAS, Methfessel & Werbel., has been appointed Township of Mahwah Special Counsel- **Attorney General of New Jersey vs. the Township of Mahwah, Township Council for the Township of Mahwah**; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth, agree as follows:

1. Methfessel & Werbel shall perform the services required in connection with legal services of the Municipality as Township Special Counsel- Attorney General of New Jersey vs. the Township of Mahwah, Township Council for the Township of Mahwah.

2. The Township agrees to pay and Methfessel & Werbel agrees to perform as Township of Mahwah Special Counsel- Attorney General of New Jersey vs. the

Township of Mahwah, Township Council for the Township of Mahwah. These services shall be billed at an hourly fee of \$250.00 per hour for partners and counsel services; \$200.00 per hour for associates, and \$125.00 per hour for paralegals, plus fees for reimbursable services, total not to exceed \$30,000.00, payable monthly upon the submission of vouchers.

3. The services contemplated by this Agreement shall be performed under the supervision and direction of Methfessel & Werbel.

4. It is understood that within Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i), because the practice of law , is regulated by law and because Methfessel & Werbel represents that their employees are authorized to practice the law profession .

5a. The parties to this Contract agree to incorporate into this Contract the mandatory Affirmative Action language as set forth in attached Exhibit "A".

5b. The parties of this Contract agree to incorporate into this Contract the Americans with Disabilities Act of 1990, as set forth in attached Exhibit "B".

6. Political Contribution Disclosure: This Agreement has been awarded to the Professional based on the merits and abilities of the Professional to provide the services as described herein. An invitation to bid for this Agreement was not advertised. Accordingly and pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned does hereby attest that the Professional, 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 Agreement that would, pursuant to

P.L. 2004, c19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the Agreement is awarded.

7. Methfessel & Werbel agrees that any information, data, material, designs, scheme or plans developed, created or prepared for Mahwah shall be the sole and exclusive property of Mahwah. Unless Mahwah consents, no information, data or plans developed for it shall be used in whole or in part directly or indirectly without the prior written consent of Mahwah.

8. All original work; i.e., plans, reports, memoranda, pleadings, etc., are the property of Mahwah and shall be delivered to Mahwah prior to Methfessel & Werbel receiving payment for same. Methfessel & Werbel, if possible, shall prepare all material for the Township by way of computer and provide to the Township of Mahwah a disk, either floppy or hard disk, to the Township of Mahwah in addition to the hard copy of all such materials prepared.

9. If Methfessel & Werbel is a corporation, an appropriate corporate resolution accepting this Contract shall be delivered with the signed Contract.

10. This Contract is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

Kathrine G. Coviello, RMC/CMC/MMC
WITNESS:

By: _____
William C. Laforet, Mayor

Methfessel & Werbel

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

GOODS, PROFESSIONAL SERVICE 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.

Vender Name and Title

Date

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her qualification statement shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ADVISORY
Notice of Disclosure Requirement
“Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC.
2. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
3. If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NNJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.