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CLEARY | GIACOBBE | ALFIERI | JACOBS LLC

MATTHEW J. GIACOBBE, Partner
mgiacobbe@cgajlaw.com

Reply to: Oakland Office

November 9, 2017

Via Email and Regular Mail

Brian M. Chewcaski, Esq.
Gittleman, Muhlstock & Chewcaskie, LLP
2200 Fletcher Avenue
Fort Lee, New Jersey 07024

Re: Porrino et al. v. Township of Mahwah and Mahwah Township Council

Dear Mr. Chewcaskie:

As you are aware this firm has been representing the Township of Mahwah in connection with Porrino et al. v. Township of Mahwah and Mahwah Township Council.

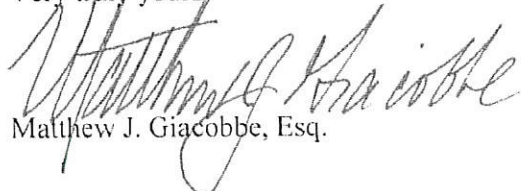
Given the complexity of the above-captioned matter, we propose the following rates:

All Partners/Counsel	\$250.00 per hour
All Associates	\$200.00 per hour
Paralegals	\$125.00 per hour

We anticipate needing \$50,000.00 for the services rendered to date through December 31, 2017. Should additional funds be required after that date, we will promptly notify you.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,


Matthew J. Giacobbe, Esq.

169 Ramapo Valley Road
Upper Level 105
Oakland, NJ 07436
Tel 973 845-6700
Fax 201 644-7601

955 State Route 34, Suite 200
Matawan, NJ 07747
Tel 732 583-7474
Fax 732 290-0753

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**PROFESSIONAL CONTRACT
BETWEEN
TOWNSHIP OF MAHWAH
AND**

**CLEARY GIACOBBE ALFIERI JACOBS, LLC
PORRINO ET AL VS. THE TOWNSHIP OF MAHWAH**

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 Cleary Giacobbe Alfieri Jacobs, 169 Ramapo Valley Road, Upper Level 105, Oakland, New Jersey 07436, party of the second part, hereinafter referred to as the "Township Special Counsel- Porrino et al vs. The Township of Mahwah".

WITNESSETH:

WHEREAS, there exists a need for legal services in connection with the Township of Mahwah litigation entitled Porrino et al vs. The Township of Mahwah; and

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC, has been appointed as one of the Township Special Counsels for Porrino et al vs. 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. Township Special Counsel in the matter of Porrino et al vs. The Township of Mahwah, shall perform the services required in connection with legal services of the Municipality as Township Special Counsel for Porrino et al vs. The Township of Mahwah.
2. The Township agrees to pay and Township Special Counsel for Porrino et al vs. The Township of Mahwah and Cleary Giacobbe Alfieri Jacobs, LLC agrees to perform

as the Township Counsel for Porrino et al vs. The Township of Mahwah. These services shall be billed at an hourly rate of \$250.00 per hour for all Partners/Counsel; \$200.00 per hour for all Associates; and \$125.00 per hour for all Paralegals attorney services, plus fees for reimbursable services, not to exceed \$50,000.00, payable monthly upon the submission of vouchers.

3. The services contemplated by this Agreement shall be performed under the supervision and direction of Cleary Giacobbe Alfieri Jacobs LLC.

4. It is understood that within Agreement has been awarded pursuant to N.J.S.A. 40A:11-1(a)(i), because the practice of law, is regulated by law and because the Township Special Counsel for Porrino et al vs. The Township of Mahwah, represents that their employees are authorized to practice the law profession.

5. During the performance of this Agreement, the Township Special Counsel for Porrino et al vs. The Township of Mahwah agrees to follow the affirmative action requirements as set forth in the attached Exhibit A.

6. The Township Special Counsel in the matter of Porrino et al vs. The Township of Mahwah shall, within thirty (30) days of this Agreement of appointment, file, if applicable, Financial Disclosure Statements(s) required by Chapter 29 of the Law of New Jersey 1991. The Township Special Counsel for Porrino et al vs. The Township of Mahwah also agrees that the Township Special Counsel for Porrino et al vs. The Township of Mahwah is a local government officer bound by all of the terms and provisions of that Act and any regulations promulgated pursuant thereto.

7. The Township Special Counsel for Porrino et al vs. The Township of Mahwah agrees that any information, data, material, designs, scheme or plans developed, created

or prepared for Mahwah shall be the sole and exclusive property of the Township of Mahwah. Unless the Township 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 the Township.

8. All original work; i.e., plans, reports, memoranda, pleadings, etc., are the property of the Township and shall be delivered to the Township prior to Township Special Counsel for Porrino et al vs. The Township of Mahwah receiving payment for same. The Township Special Counsel for Porrino et al vs. The Township of Mahwah shall, if possible, 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 the Township Special Counsel for Porrino et al vs. The Township of Mahwah is a corporation, an appropriate corporate resolution accepting this Contract shall be delivered with the signed Contract.

10. The term of this Agreement is November 30, 2017 through December 31, 2017. This agreement provides for an hourly rate of \$250.00 per hour for all Partners/Counsel; \$200.00 per hour for all Associates; and \$125.00 per hour for all Paralegals attorney services, plus fees for reimbursable services, not to exceed \$50,000.00.

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

12. 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 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.

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
Municipal Clerk

By:

William Laforet, Mayor

WITNESS:

CLEARY GIACOBBE ALFIERI
JACOBS, LLC

By:

Matthew J. Giacobbe, Esq.

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.