

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2022, notwithstanding the actual date of execution, by and between

Planning Board of the Borough of Hillsdale
Maintaining offices at 380 Hillsdale Avenue
Hillsdale, New Jersey 07642 (hereinafter the “Board)

and

Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
Oakland, New Jersey 07436
Attn: Nylema Nabbie, Esq. (Hereinafter “Attorney”)

WITNESSETH

WHEREAS, N.J.S.A. 40:55D-24 permits the Board to hire an attorney to represent the Board and to fix the compensation of the attorney; and

WHEREAS, said Article provides that an attorney shall be appointed by the Board as its Independent Counsel; and

WHEREAS, the Board has determined that Nylema Nabbie, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC is qualified to serve as the Board’s legal counsel; and

WHEREAS, on January 13, 2022, Nylema Nabbie, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC was appointed by the Board as its Attorney; and

WHEREAS, the Board ratifies any action taken by Nylema Nabbie, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC prior to the date of appointment; and

WHEREAS, the Board and the Attorney desire to execute the within Agreement setting forth the legal services to be rendered by the Attorney to the Board, and the compensation to be paid for such services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth herein, the Board and the Attorney agree as follows:

Section 1. ATTORNEY'S SERVICES

- A. Attorney agrees to perform all the professional legal services set forth in this Section 1 as follows:
- i. Attend all meetings of the Board;
 - ii. Furnish legal opinions and prepare or supervise and approve for the Board all Resolutions and necessary legal documents as may be requested by the Board;
 - iii. In any matters pertaining to the policy and official action of the Board, attorney shall have the status of Independent Counsel for the Board;
 - iv. Attorney shall represent the Board in any litigation in which the Board is a named party, provided the Board adopt an appropriate Resolution; and
 - v. Attorney shall keep the Borough Attorney informed as to the status of litigation and similar legal matters concerning the Board and to provide assistance to the Borough Attorney when specifically requested to do so;
- B. Without limiting the general legal services set forth herein, Attorney shall render such incidental legal advice as may be required and authorized by the Board.

Section 2. COMPENSATION

The Board agrees to pay Attorney, as compensation for performing professional legal services for the Board described in Section 1 herein, as follows:

- i. For general professional legal services, including attendance and participation at regular monthly Board meetings and the rendering of such incidental legal advice as may be required by the Board therein, the sum of \$175.00 per hour.
- ii. For such additional legal services as may be authorized by the Board as follows:

- a. For the preparation of resolutions for subdivisions, site plans and the like and general services that are not incidental, such as legal opinions, the sum of \$175.00 per hour;
- b. For the conduct of any litigation on behalf of the Board and the rendering of written legal opinions with respect to proposed ordinances or amendments thereto, the sum of \$175.00 per hour;
- c. For attendance at meetings or conferences, including special or regular or workshop sessions of the Board, all with respect to such requests by the Board, the sum of \$175.00 per hour; and
- d. Whenever any responsibilities shall require travel outside of the Borough, pursuant to authorization of the Board, Attorney shall be reimbursed for disbursements and expenses incurred as a consequence thereof, and for the filing fees and necessary other expenses in connection with the handling of any of the Board's legal business.

Section 3. METHOD OF PAYMENT

All payments to the Attorney, as set forth in Section 2 hereof, shall be made upon submission, on a monthly basis by Attorney to the Board, of a written statement in the form of a voucher, with attached invoice, setting forth the amount due to Attorney. Upon approval of the voucher, the Borough shall pay such fees and remit directly to the Attorney. Said procedure shall be governed by the provisions of N.J.S.A. 40A:5-16 and N.J.S.A. 40A:5-17.

Section 4. TERM OF ENGAGEMENT

A. The term of this Agreement shall commence on the first day of January 2022 and shall remain in full force and effect for the balance of said year. All services rendered by the

Attorney prior to the date of this Agreement from the date of Appointment are hereby ratified and confirmed.

- B. It is further understood that this Agreement is subject to termination by either party in accordance with the applicable laws of the State of New Jersey.

Section 5. PROHIBITION AGAINST ASSIGNMENT

The rights of Attorney hereunder shall not be assigned, sublet, or transferred by Attorney either in whole or in part, without the consent of the Board.

Section 6. AFFIRMATIVE ACTION

During the performances of this contract, Attorney/Law Firm agree as follows:

- A. The Attorney/Law Firm will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. The Attorney/Law Firm will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, national origin, ancestry, marital status or sex. Such action 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 Attorney/Law Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency officer setting forth provisions of this nondiscrimination clause.
- B. The Attorney/Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney/Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, national origin, ancestry, marital status or sex.

- C. The Attorney/Law Firm will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Attorney/Law Firm's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Attorney/Law Firm agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- E. The Attorney/Law Firm agrees to attempt to in good faith employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals of the affirmative action office pursuant to N.J.A.C. 17:27-5.2, promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- F. The Attorney/Law Firm agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engage in direct or indirect discriminatory practices.
- G. The Attorney/Law Firm agrees to revise any of its testing procedures, if necessary and applicable, to assure that all personnel testing confirms with the principles of job-

relating 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.

H. The Attorney/Law Firm 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, national origin, ancestry, marital status or sex, and confirm with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

**Section 7. 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Section 8. POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to the Attorney based on the merits and abilities of the Attorney to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Notwithstanding, the undersigned does hereby attest that the Attorney, 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 Borough of Hillsdale if a member of that political party is serving in an elective public office of the Borough of Hillsdale when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Hillsdale when the contract is awarded. The undersigned has executed a C.221 Political Contribution Disclosure form, attached as Exhibit "A", attesting that no reportable or other contributions were made.

Section 9. AVAILABLE FUNDING

The Board represents that it has and will have sufficient funds available to it in its applicable budget to pay the amount set forth in Section 1 above.

Section 10. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below or to such other address designated in writing:

Nylema Nabbie, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
Oakland, New Jersey 07436

Planning Board
Borough of Hillsdale
380 Hillsdale Avenue
Hillsdale, New Jersey 07642

Section 11. COMPLIANCE WITH LAW

The Board shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney/Law Firm to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the courts of the State of New Jersey, or any ordinance, administrative regulation or statute.

The Attorney/Law Firm agrees to abide by the Rules of Ethics governing the conduct of lawyers, and all statutes, ordinances, administrative regulations, and rules governing the courts of the State of New Jersey relating to the performance of his duties as Attorney for the Planning Board.

Section 12. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement, other than agreed upon fee adjustments, may only be altered by a written amendment signed by both parties.

Section 13. LAWS CONSTRUING AGREEMENT

This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Board, by Resolution duly adopted, have caused this Agreement to be approved and executed, and Attorney has caused this agreement to be executed this day and year first above written.

ATTEST:

PLANNING BOARD OF THE
BOROUGH OF HILLSDALE

Meredith Kates, Secretary

By: _____
Dewey Burleson, Chairperson

WITNESS:

CLEARY GIACOBBE ALFIERI JACOBS, LLC

Carol Janelle

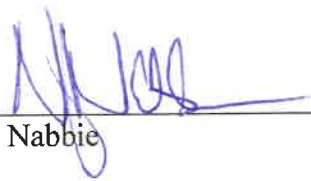
By: 

Exhibit A