

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
COUNTY OF ESSEX

RESOLUTION NO. \_\_\_\_\_  
PROPOSED BY: COUNTY EXECUTIVE

AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)  
AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: OFFICE OF THE COUNTY COUNSEL – PROFESSIONAL SERVICES AGREEMENT –  
PROVIDE SPECIAL OUTSIDE COUNSEL SERVICES ON VARIOUS CONTRACT ISSUES, INCLUDING,  
BUT NOT LIMITED TO, ACTUAL OR THREATENED LITIGATION WITH THE LAW FIRM OF CONNELL  
FOLEY – JANUARY 1, 2023 – DECEMBER 31, 2023 IN AN AMOUNT NOT TO EXCEED - \$75,000.00

WHEREAS, the County of Essex has a need for special outside counsel to provide  
professional services in connection with various contract and legal issues, including, but not limited  
to, actual or threatened litigation with respect thereto (the “Legal Matters”); and

WHEREAS, the Office of the County Counsel through the Office of Purchasing has publicly  
advertised for a Request for Proposal/Qualification for 2023 Legal Services (the “Services”); and

WHEREAS, the Board of County Commissioners has approved the 2023 list of qualified  
firms for the performance of such Services which includes the firm of Connell Foley, 56 Livingston  
Avenue, Roseland, NJ 07068; and

WHEREAS, it is recommended by the Office of County Counsel that a contract renewal for  
Services for the Legal Matters be awarded to Connell Foley for the period January 1, 2023 through  
December 31, 2023, in an amount not to exceed \$75,000.00; and

WHEREAS, the Chief Financial Officer has certified that he will further certify the  
availability of funds to pay such contract when Services are ordered, which certification is attached  
hereto; and

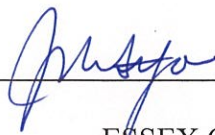
WHEREAS, said contract may be awarded without public bidding, as professional services in  
accordance with N.J.S.A. 40A:11-5(1) of the Local Public Contracts Law, on condition that a  
resolution authorizing the contract for professional services without competitive bidding, and the  
contract itself, be made available for public inspection; and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A. 40:41A-38(n) to approve, by resolution, contracts presented by the County Executive;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Essex as follows:

1. That the agreement with Connell Foley, a copy of which is attached hereto, is approved;
2. That the contract is awarded without competitive bid as "Professional Services" in accordance with N.J.S.A.40A:11-5(1)(a) of Local Public Contracts Law because the services to be rendered are performed by persons authorized by law to practice a recognized profession which is regulated by law and the performance of which requires knowledge of an advanced type in a field of learning acquired by prolonged formal, specialized instruction;
3. That notice of this contract award be published by the Clerk of the Board of County Commissioners in accordance with the provisions of N.J.S.A. 40A:11-5(1); and
4. That the Clerk of the Board forward two copies of said fully executed copies of said contract and this resolution to Jerome M. St. John, Essex County Counsel; Julius N. Coltre, Director of Purchasing; one copy to Director of Public Works; and one copy to Connell Foley, 56 Livingston Avenue, Roseland, NJ 07068-0500.

Approved as to form and legality



Date 1/25/23

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner \_\_\_\_\_

Second by Commissioner \_\_\_\_\_

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was ( ) adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on \_\_\_\_\_.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

\_\_\_\_\_  
Wayne L. Richardson, President

c:2023ContractDirectory:ks

**COUNTY OF ESSEX****DECISION MEMORANDUM**

COUNTY EXECUTIVE

**BOARD AGENDA ITEM**

COUNTY ADMINISTRATOR

TO: Robert D. Jackson  
County Administrator

DEPARTMENT: County Counsel

FROM: Jerome M. St. John  
County Counsel

DIVISION:

DATE: January 25, 2023

RE: Professional Services Contract with Connell Foley, LLP  
Regarding Contract and Legal Issues

A. INTRODUCTION.

The Contract will relate to the provision of services in connection with various contract and legal issues, including, but not limited to, actual or threatened litigation with respect thereto. Outside counsel will review contract bids, change orders, contractor performance and disputed issues. The County Counsel's office seeks the assistance of this particular outside counsel firm because of its expertise in this field.

B. RECOMMENDATION.

The law firm of Connell Foley is on the County's approved RFQ outside counsel list and was chosen to represent the County of Essex.

It is recommended that the Board of County Commissioners approve a contract renewal between the County of Essex and the law firm of Connell Foley in the amount of \$75,000.00 from January 1, 2023 through December 31, 2023.

C. REASON FOR RECOMMENDATION.

Because of the provisions of the New Jersey Local Public Contract Laws, the retention of Connell Foley is limited to one year. Since these services are still required by the County, a one year contract is necessary and appropriate.



OFFICE OF ACCOUNTS AND CONTROL  
HALL OF RECORDS, ROOM 542  
NEWARK, NEW JERSEY 07102

**CERTIFICATION OF FUNDS**

Vendor Name Connell Foley  
Account Name Non-Professional Services  
Account # 01-201-26-310-101-100  
Contract Period (If Applicable) 01/01/2023 12/31/2023  
Purpose of Contract To provide Special Outside Counsel Services on Various Contract Issues,  
including but not limited to, Actual or Threatened Litigation

75,000.00 Contract Amount

**Funding**

18,750.00 Temporary Budget Amount  
Current Fund Budget Amount  
56,250.00 Contingent Current Year Amount  
Grant Funding  
Capital Funding  
Trust Funding  
Contingent Subsequent Years

I, do hereby certify that the funding is legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of the Optional County Charter Law, the Essex County Administrative Code and the Essex County Standard Operating Policies and Procedures.

CM Date: 1/19/2023  
Cert: 691

  
Ehab Salama  
Chief Financial Officer



## CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the 1<sup>st</sup> day of January, 2023 between the **County of Essex**, a body politic and corporate of the State of New Jersey (hereinafter referred to as "County") and **Connell Foley**, 56 Livingston Avenue, Roseland, NJ 07068-2702, (hereinafter referred to as "Counsel").

WHEREAS, the County is in need of the services of outside counsel to provide legal services in connection with Public Works Legal Issues, including, but not limited to, actual or threatened litigation with respect thereto (hereinafter referred to as "Legal Matters"); and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Services.** Counsel shall provide the County of Essex with legal representation in the above-referenced Legal Matters and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5(1)(a)(i).
2. **Term.** The term of this agreement shall be January 1, 2023 through December 31, 2023.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$75,000.00** without prior approval of the County of Essex Board of County Commissioners. Counsel will cease all activities on the within Legal Matters that have reached their contract limit and will not undertake any further representation without prior written approval of the Board of County Commissioners. County Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the County will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard County procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed one hundred fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five dollars (\$75.00) per hour billed in six minute increments. The County will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the County. The County shall also not be charged for the time of Counsel's clerical staff. The County will not be charged for the firm's appearance at the required Essex County Board of County Commissioners' meeting approving their contract.
4. **Disbursements.** In addition to its fees, Counsel will be entitled to payment or reimbursement for reasonable out-of-pocket costs and expenses incurred hereunder on the County's behalf, provided, however, such reimbursements shall be included within the contract maximum amount. Payment for services rendered by third party providers such as expert witnesses, certified shorthand providers, transcripts, title company fees, expert witnesses, surveyors, arbitrators and mediators shall be advanced by Counsel and reimbursed and charged against the contract maximum amount as hereinabove provided.
5. **Estimates.** Although Counsel will, upon the County's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.
6. **In-House Costs.** The County shall not be charged for in-house costs for photocopies, telephone calls, e-mails, facsimiles, postage or overnight deliveries.

7. **Billing.** Fees and expenses will be billed monthly. The County shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The County is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

10. **Waiver of breach.** The waiver by the County of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

11. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the County of Essex.

12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006)

14. **Incorporation.** The following documents are attached hereto and made a part hereof:

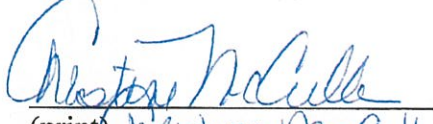
- Appendix A - Standard Terms and Conditions;
- Appendix B - Statement of Certain Political Contributions;
- Appendix C - Applicant/Proposer's Qualifications and Representations;
- Appendix D - Affirmative Action Requirements; and
- Appendix E - Proof of Business filed with the NJ Division of Taxation.

15. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the County's engagement of Counsel and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

16. **Authorization Required.** Counsel is required to get prior written approval from the Office of County Counsel for all settlements of suit; motions to be filed; and depositions to be taken.


IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:

  
(print) Christine McCullagh


DATE: January 11, 2023

WITNESS:

  
DEBORAH DAVIS FORD, CLERK  
ESSEX COUNTY BOARD OF  
COUNTY COMMISSIONERS


DATE:

APPROVED AS TO FORM

  
JEROME M. ST. JOHN  
ESSEX COUNTY COUNSEL  
DATE: 1/25/23

C:\2023\Contract\ConnellFoley:ks

CONNELL FOLEY

By:   
(print) MARK L. FLEDER

DATE: January 11, 2023

COUNTY OF ESSEX

By:   
JOSEPH N. DIVINCENZO, JR.  
ESSEX COUNTY EXECUTIVE

DATE:



## STANDARD TERMS AND CONDITIONS

### 1. Insurance

Counsel shall maintain professional liability insurance of at least \$1,000,000.00 per occurrence.

### 2. Non-Discrimination

The parties to this agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them.

### 3. Affirmative Action

During the performance of this contract, Counsel agrees as follows:

Counsel, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The consultant 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, sex, affectional or sexual orientation. 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. Counsel 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;

Counsel, where applicable, will in all solicitations, or advertisements for employees placed by or on behalf of the Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

Counsel, where applicable, will send to each labor union or representative of 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 Counsel's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Counsel, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq. and P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

Counsel agrees to attempt in good faith to 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 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 determined by the Division of Contract and Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Counsel agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Counsel agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.

Counsel 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, sex, affectional or sexual orientation, and conform with the 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.

Counsel shall furnish such reports or other documents to the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

4. Effective Date

This agreement shall not be effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Chosen Freeholders by resolution. Upon such approval, this contract shall be retroactive to the date services are first provided by Counsel.

5. Governing Law

This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

6. Representations

Counsel represent that all attorneys who will be providing services hereunder are duly licensed and that there are no disciplinary proceedings against anyone in the firm.

**STATEMENT OF  
CERTAIN POLITICAL CONTRIBUTIONS  
MADE AFTER JULY 11, 1986**

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof.

If none, write "none".

Name	Amount
New Jersey Democratic State Comm	\$10,000.00
Friends of Tony Perry	500.00
Schepisi for Senate	500.00
EFO Senator Paul Sarlo	500.00
EFO Senator Paul Sarlo	500.00
Dutch Ruppersberger for Congress	1,000.00
Kean for Congress	1,000.00
Joseph N. DiVincenzo, Jr. for Essex County Executive	3,000.00
Joseph N. DiVincenzo, Jr. for Essex County Executive	500.00
Committee to Re-Elect Wayne Richardson	500.00
Committee to Re-Elect Louise Scott Rountree	500.00
Coalition for Progress	25,000.00
Donald M. Payne, Jr. for Congress	2,500.00

Proposer: Connell Foley LLP

By: *Mark L. Fleder*

(Signature)

Name of Signatory: Mark L. Fleder  
(Print or Type)

## **APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

The Applicant/Proposer makes the following statements and representations as part of the proposal:

1. Applicant/Proposer (firm name or individual): Connell Foley LLP

2. Address: 56 Livingston Avenue, Roseland, New Jersey 07068

3. Federal Employer Identification Number: 22-1500072

4. How long have you been in business? Firm was established in 1938

5. How long at present address? 6 years

6. If incorporated, state date of incorporation and in what state incorporated and designate whether a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

Not applicable

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

Name

Address

Title

Not applicable

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

- 7a. List below the names and addresses of all members of the Board of Directors.

<u>Name</u>	<u>Address</u>	<u>Title</u>
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Not applicable

- 7b. Complete the following as to any stockholder holding 10% or more of the issued and outstanding stock. If any stockholder is another corporation, attach a rider giving the answers to questions 1 through 7b with respect to that corporation.

<u>Name</u>	<u>Address</u>	<u># Shares Held</u>	<u>% Shares Issued</u>
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Not applicable

- 7c. Has any corporation, partnership, association or individual, other than the stockholder(s) herein set forth, any beneficial interest, directly or indirectly in the stock held by said stockholders? \_\_\_\_\_ Yes \_\_\_\_\_ No

If answer is "yes" state the name and address of the corporation, partnership association or individual having such beneficial interest and specify the nature of such interest. If such beneficial interest is held by a corporation, attach rider giving answers as required in questions 1 through 7b with respect to that corporation.

Not applicable



**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

8. Are you a partnership? Yes

If so, list names and addresses of all partner (attach additional sheet(s) if necessary).

Please see attached

9. If you are doing business under a trade name, give state and country in which certificate is filed.

Not applicable

10. Average number of employees: 200+

11. Have you ever bid or submitted a proposal on County of Essex business under another name? No If the answer is yes, list below the name or names.

12. Have you any outstanding bids or proposals for contracts with the County of Essex? No If the answer is yes, please list them.

Subject

Requesting Agency

### **APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

13. Have you any current contract awards from the County? Yes  
If the answer is yes, please list them including the amount of the award.

<u>Subject</u>	<u>Amount</u>	<u>Awarding Agency</u>
Legal Services for 2022	\$75,000.00	Office of Essex County Counsel
Legal Services for 2022	\$50,000.00	Essex County Improvement Authority
Legal Services for 2022	Ongoing PO's	Essex County Vocational Technical Schools

14. Describe any other contracts for professional services which you have entered into with the County of Essex within the past three (3) years beginning with the most recent to least recent (include agency or department name, brief description of the department contact person's name and telephone number). Applicant need not provide more than five (5) such descriptions. Attach additional sheet(s) as required.

Legal services provided to the Office of Essex County Counsel, Essex County Department of Public Works, Essex County Vocational Technical Schools and Essex County Improvement Authority from 2006 to present.

Contact: Jerome M. St. John  
Essex County Counsel  
(973) 621-5003

15. Bank references.

JP Morgan Chase  
ConnectOne  
Columbia Bank  
PNC Bank

16. Statement of financial conditions (please attach most recent audit report or annual financial statement).

To be supplied upon request

## **APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

17. That the Applicant/Proposer and each person signing on behalf of any Applicant/Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
  - (a) The prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Applicant/Proposer and will not knowingly be disclosed by the Applicant/Proposer prior to opening, directly or indirectly, to any other Applicant/Proposer or to any competitor;
  - (c) No attempt has made or will be made by the Applicant/Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
  - (d) That no freeholder or other officer or employee or person whose salary is payable in whole or in part from the County Treasury is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof; and
  - (e) That said Applicant/Proposer is not in arrears to the County of Essex upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Essex, and has not been declared not responsible, or disqualified, by any agency of the County of Essex or State of New Jersey. Nor is there any proceeding pending relating to the responsibility or qualification of the Applicant/Proposer to receive public contracts except: (if none, Applicant/Proposer will insert "none").
18. That the Applicant/Proposer, if an individual, is of lawful age; that the Applicant/Proposer is the only one interested in this proposal; and that no person, firm or corporation other than that named has any interest in the proposal, or in the contract proposed to be taken.

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

19. That the Applicant/Proposer fully understands and submits its proposal with the specific knowledge that:
  - (a) All proposals must be approved by the County of Essex; and
  - (b) In the event Applicant/Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing provisions provided by the County of Essex, and that the resultant contract must be approved as to form by the County Counsel of the County of Essex, approved by the Board of Chosen Freeholders of the County of Essex.
20. That the Applicant/Proposer certifies that it is duly licensed to do business in the State of New Jersey and agrees to obtain all necessary permits and/or licenses required by law or regulation for the performance of any contract awarded and to obtain necessary insurance coverage as directed by the County of Essex.
21. That the Applicant/Proposer will not alter the personnel assignments shown in the proposal without the written consent of the County.

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY :

ss:

AFFIDAVIT

COUNTY OF Essex :

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Marc L. Glendon  
Signature of Applicant

Of-Counsel

Title

Sworn to before me this

11th day of January  
2023

Mary Morales

(Seal) Notary Public or Commissioner of Deeds

MARY MORALES  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 5/23/ 2027

DISCLOSURE STATEMENT

The attention of prospective vendors is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A-9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every vendor must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the vendor is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the vendor or a member of the vendor's immediate family, or anyone having an interest in the vendor's business organization including their immediate family members, an officer or employee of Essex County?

NO   X   YES                     

S. Mark L. Fleder  
\* President, Vice President or Signature of  
Authorized Representative

Mark L. Fleder  
Print Name  
Of-Counsel  
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.



## AMERICANS WITH DISABILITIES ACT

### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

*The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121.01 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 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's 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 proceeding 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 this Agreement or otherwise at law.*

S/

\_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Mark L. Fleder  
Print Name

\_\_\_\_\_  
Of-Counsel  
Title

\_\_\_\_\_  
1/10/23  
Date

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2020 to 15-APR-2023

CONNELL FOLEY LLP  
56 LIVINGSTON AVENUE  
ROSELAND

NJ 07068



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

02/10/04

Taxpayer Identification# 221-500-072/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA  
Acting Director



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>CONNELL FOLEY LLP</b>	TRADE NAME:	
TAXPAYER IDENTIFICATION#: <b>221-500-072/000</b>	SEQUENCE NUMBER: <b>1040554</b>	
ADDRESS: <b>85 LIVINGSTON AVE ROSELAND NJ 07068-1765</b>	ISSUANCE DATE: <b>02/10/04</b>	
EFFECTIVE DATE: <b>07/01/78</b>		
FORM-BRC(08-01)	Acting Director 	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.





## Equity Partners as of January 1, 2023

ANTONIAN, AGNES  
BAUER, MATTHEW  
CARRILLO-PEREZ, JENNIFER  
CORRISTON, TIMOTHY E  
COUCH, BRYAN  
CROMIE, JOHN D  
CROWLEY, MICHAEL J  
DEMARESKI, CRAIG  
DEVEAU, WILLIAM  
GARCIA, GEORGE  
GARDNER, KEVIN R  
HARRINGTON, CHARLES  
HUGHES, PATRICK J  
HURLEY, LEO  
IUSO, ANGELA A  
JUDGE, BRENDAN  
KRAUSS, WILLIAM  
LACEY, JOHN P  
LEE, PATRICIA  
MCBRIDE, MICHAEL X  
MCCANN, JAMES C  
MCCANN, NEVINS  
MCGLOIN, WILLIAM T  
MCGOVERN, PHILIP F  
MCHENRY, JONATHAN  
MODY, NEIL  
MORYAN, JEFFREY W  
O'HARA, JEFFREY  
RANDALL, KAREN P  
ROSSMAN, ABIGAIL  
RYAN, ROBERT E  
SCUDERI, THOMAS  
SHADIACK, MICHAEL  
SHALIT, BRAD  
STELLAR, BRIAN G  
TARASCHI, MITCH  
URBAN, STEPHEN  
VITIELLO, ANTHONY F  
WILENSKY, MARGOT N

## Connell Foley LLP Locations

**Roseland Office (headquarters)**  
56 Livingston Avenue  
Roseland, New Jersey 07068

**Jersey City Office**  
Harborside 5  
185 Hudson Street, Suite 2510  
Jersey City, New Jersey 07311

**Newark**  
One Newark Center  
1085 Raymond Blvd., 19th Fl.  
Newark, New Jersey 07102

**New York Office**  
875 Third Avenue, 21st Floor  
New York, New York 10022

**Cherry Hill Office**  
457 Haddonfield Road, Suite 230  
Cherry Hill, New Jersey 08002

**Jersey City Office**  
Port Liberté  
23 Chapel Avenue  
Jersey City, New Jersey 07305

**Philadelphia Office**  
Regus One Liberty Place  
1650 Market Street, Suite 3600  
Philadelphia, PA 19103