

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF ESSEX

23

RESOLUTION NO. _____ AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)
PROPOSED BY: COUNTY EXECUTIVE AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: OFFICE OF COUNTY COUNSEL – PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL SERVICES REGARDING IN THE MATTER OF DANIELA AGUDELO v. COUNTY OF ESSEX, ANTONIO S. PIRES, MICHAEL COSTA, ABC GOVERNMENT ENTITY 1-5, ET AL. – DOCKET NO. ESX-L-4983-22 - OUTSIDE COUNSEL CONTRACT WITH McELROY DEUTSCH MULVANEY & CARPENTER - IN AN AMOUNT NOT TO EXCEED \$40,000.00 – JANUARY 1, 2023 – DECEMBER 31, 2023 – REPRESENTING DEFENDANTS

WHEREAS, the County of Essex has a need for special outside counsel to provide legal services and/or legal representation regarding Daniela Agudelo v. County of Essex, et al. Docket No. ESX-L-4983-22, representing Defendants (the “Legal Matter”); 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 McElroy Deutsch Mulvaney & Carpenter, 1300 Mt. Kemble Avenue, Morristown, NJ 07962; and

WHEREAS, it is recommended by the Office of County Counsel that a Contract for Services for the Legal Matter be awarded to McElroy Deutsch Mulvaney & Carpenter for the period January 1, 2023 through December 31, 2023, in an amount not to exceed \$40,000.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay such contract, which certification is attached hereto; and

WHEREAS, said 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; and

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

1. That the agreement with McElroy Deutsch Mulvaney & Carpenter, 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; and one copy to McElroy Deutsch Mulvaney & Carpenter, 1300 Mt. Kemble Avenue, Morristown, NJ 07962

Approved as to form and legality  Date 12/29/23
 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



County Counsel

DEPARTMENT: _____

DIVISION: _____

TO: Robert D. Jackson
County Administrator

FROM: Jerome M. St. John
County Counsel *JMS*

DATE: January 25, 2023

RE: Professional Services Contract with McElroy Deutsch Mulvaney & Carpenter regarding Daniela Agudelo v. County of Essex, et al.
Docket No. ESX-L-4983-22 - Representing Defendant, County of Essex

A. INTRODUCTION.

The County is in need for the services of outside counsel to provide legal services and/or legal representation regarding the assertion of claims related to the Law Against Discrimination a lawsuit brought by Plaintiff in connection with the above captioned matter.

B. RECOMMENDATION.

The law firm of McElroy Deutsch Mulvaney & Carpenter 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 Chosen Commissioners approve a contract between the County of Essex and the law firm of McElroy Deutsch Mulvaney & Carpenter in the amount of \$40,000.00 for the period from January 1, 2023 through December 31, 2023.

C. REASON FOR RECOMMENDATION.

The County is in need of outside counsel and specialized legal expertise to handle the above matter.

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

CERTIFICATION OF FUNDS

Vendor Name McElroy Deutsch Mulvaney & Carpenter
Account Name Professional Services
Account # 01-201-20-155-100-028
Contract Period (If Applicable) 01/01/2023 12/31/2023
Purpose of Contract To provide Legal Services regarding the matter of Daniela Agudelo v
County of Essex, Antonio S. Pires, Michael Costa, ABC Government Entity
1-5, et al. - Docket No. ESX-L-4983-22

40,000.00 Contract Amount

Funding

10,000.00 Temporary Budget Amount
 Current Fund Budget Amount
30,000.00 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: 1/24/2023
Cert: 700

Ehab Salama
Chief Financial Officer

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the 1st 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 **McElroy Deutsch Mulvaney & Carpenter**, 1300 Mt. Kemble Avenue, Morristown, NJ 07962 (hereinafter referred to as “Counsel”).

WHEREAS, the County is in need of the services of outside counsel to provide legal services and/or legal representation in the matter venued in the Superior Court of New Jersey, Essex County-Law Division, Docket No. ESX-L-4983-22 known as **Daniela Agudelo v. County of Essex, Antonio S. Pires, Michael Costa, ABC Government Entity 1-5, et al.**, representing Defendant, County of Essex (hereinafter referred to as the “Legal Matter”); 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 Matter 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 **\$40,000.00** without prior approval of the County of Essex Board of County Commissioners. Counsel will cease all activities on the within Legal Matter 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:

McELROY DEUTSCH MULVANEY & CARPENTER

Carrie Dufault
(print)

By: Joseph P. LaLata

DATE: 1/20/2023

DATE: Jan. 20, 2023



ATTEST:

COUNTY OF ESSEX

DEBORAH DAVIS FORD, CLERK
ESSEX COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 

JOSEPH N. DIVINCENZO, JR.
ESSEX COUNTY EXECUTIVE

DATE:

DATE:

APPROVED AS TO FORM



JEROME M. ST. JOHN
ESSEX COUNTY COUNSEL

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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.

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): _____

McElroy, Deutsch, Mulvaney & Carpenter, LLP

2. Address: 1300 Mount Kemble Avenue, P.O. Box 2075

Morristown, New Jersey 07962-2075

3. Federal Employer Identification Number: 22-2445165

4. How long have you been in business? 40 Years

5. How long at present address? 31 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):

<u>Name</u>	<u>Address</u>	<u>Title</u>
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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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No one owns 10% or more of the Firm.

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 X 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.

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: 305
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? No
If the answer is yes, please list them including the amount of the award.

<u>Subject</u>	<u>Amount</u>	<u>Awarding Agency</u>
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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.

Not applicable.

15. Bank references.

Edward Stahl
Lakeland Bank
155 Morristown Road
Bernardsville, NJ 07924
(908) 221-0100

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

Please see our 2020 financial statement attached. We are waiting to receive our 2021 financial statement.

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).

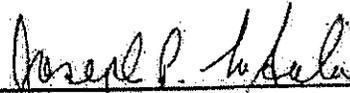
STATE OF NEW JERSEY :

ss:

AFFIDAVIT

COUNTY OF Morris :

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.



Signature of Applicant

Joseph P. LaSala, Partner

Title

Sworn to before me this

24th day of January

2023



(Seal) Notary Public or Commissioner of Deeds

CARRIE ANN DUFAULT

ID # 2397958

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 7/6/2025

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. 5121.01 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

John A. Dunlea
Print Name

Chief Financial & Operating Officer
Title

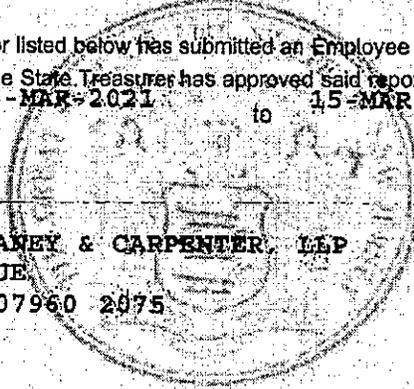
January 24, 2023
Date

Certification 20714

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-MAR-2021~~ to ~~15-MAR-2024~~

MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
1300 MOUNT KEMBLE AVENUE
MORRISTOWN NJ 07960 2075



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

10/25/05

Taxpayer Identification# 222-445-185/000

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 requires all contractors and subcontractors with Public 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
John E. Tully, CP
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

MCELROY, DEUTSCH, MULVANEY & CARPENTER,

ADDRESS:

**1300 MOUNT KEMBLE AVE
MORRISTOWN NJ 07962**

EFFECTIVE DATE:

12/14/00

TRADE NAME:

SEQUENCE NUMBER:

0071171

ISSUANCE DATE:

10/25/05

FORM-BRC(08-01)

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

MDMC Partner List							
	Last Name	First Name	Street Address	City	State/Province	Zip/Postal Code	Ownership
1	Adrignolo	Adam	3 Glen Terrace	Montville	NJ	07045	1.04%
2	Alberts	David	12 Dune Road	Ocean	NJ	07712	1.04%
3	Aumenta	William	2005 Birch Street	Scotch Plains	NJ	07076	1.04%
4	Avery	H. George	1 Edgewood Road	Edison	NJ	08820	1.04%
5	Battisti	Brian	41 Gingham Lane	Levittown	NY	11756	1.04%
6	Baum	Theodore	229 Dunrovin Lane	Rochester	NY	14618	1.04%
7	Belardo	John	152 Berkeley Circle	Basking Ridge	NJ	07920	1.04%
8	Bernstein	Jeffrey	800 87th Street	North Bergen	NJ	07047	1.04%
9	Beyel	John	36 Winding Hill Drive	Hackettstown	NJ	07840	1.04%
10	Bigosinski	Thomas	124 South Scotch Plains Avenue	Westfield	NJ	07090	1.04%
11	Bracuti	Melissa	196 North Road	Chester	NJ	07930	1.04%
12	Bressler	Gary	The Dallen, 500 North 21st Street, Apt. 905	Philadelphia	PA	19103	1.04%
13	Brunetti	Alfred	176 Hillman Avenue	Glen Rock	NJ	07452	1.04%
14	Budnetz	James	34 Governors Row	West Hartford	CT	06117	1.04%
15	Burke	Timothy	25 Mountainview Road	Verona	NJ	07044	1.04%
16	Caray	Brian	1 Waldron Avenue	Summit	NJ	07901	1.04%
17	Carlino	Anthony	687 Birchwood Drive	Wyckoff	NJ	07481	1.04%
18	Case	David	98 Imperial Drive	Glastonbury	CT	06033	1.04%
19	Cathcart	Emily	855 Corinthian Avenue	Philadelphia	PA	19130	1.04%
20	Celentano	Michael	20 Encampment Drive	Bedminster	NJ	07921	1.04%
21	Cookson	John	58 Fairview Drive South	Basking Ridge	NJ	07920	1.04%
22	Coyne	John	6 Memory Lane	Randolph	NJ	07869	1.04%
23	Curtin	Thomas	59 Hampshire Drive	Mendham	NJ	07945	1.04%
24	Delaney	Michael	4 Biefak Place	Parlin	NJ	08858	1.04%
25	DePascale	Edward	27 Pembroke Drive	Mendham	NJ	07945	1.04%
26	Deutsch	Edward	118 Dryden Road	Bernardsville	NJ	07924	1.04%
27	Devins	Michael	69 Lenox Road	Wayne	NJ	07470	1.04%
28	DiGialmo	Louis	24 Saratoga Road	New Egypt	NJ	08533	1.04%
29	Dowd	Karen	54 Heather Lane	North Granby	CT	06060	1.04%
30	Duffy	Colleen	717 Mountain Avenue	Westfield	NJ	07090	1.04%
31	Dwyer	Paul	111 Spencer Woods Drive	East Greenwich	RI	02818	1.04%
32	Engelman	Shannon	31 Westminster Terrace	West Orange	NJ	07052	1.04%
33	Farrell	Rory	133 Dover Road	West Hartford	CT	06119	1.04%
34	Fennelly	Kathleen	26 Molly Stark Drive	Morristown	NJ	07960	1.04%
35	Ferstendg	Gabriel	61 Regent Street	Bergenfield	NJ	07621	1.04%
36	Fuoco	Joseph	34 Imlay Lane	Farmingdale	NJ	07727	1.04%
37	Gaudioso	Peter	63 Billingsley Drive	Livingston	NJ	07039	1.04%
38	Green	James	15 Birch Road	West Hartford	CT	06119	1.04%
39	Hurd	Thomas	1841 Old Orchard Road	Abington	PA	19002	1.04%
40	Jacques	Bernard	10 Chaffee Road	West Hartford	CT	06110	1.04%
41	Jaworsky	Todd	25953 Gateway Drive	Golden	CO	80401	1.04%
42	Jones	Jennifer	118 N. Hillside Avenue	Chatham	NJ	07928	1.04%
43	Karp	Lucille	4 Noble Lane	Green Brook	NJ	08812	1.04%
44	Keating	Michael	539 Seminole Street	Oradell	NJ	07649	1.04%
45	Knepper	Randi	11 Annabelle Lane	Florham Park	NJ	07932	1.04%
46	Korn	Peter	137 Briar Hill Drive	Scotch Plains	NJ	07076	1.04%
47	Lagemann	Nicholas	348 Prospect Street	Glen Rock	NJ	07452	1.04%
48	Laird	Jane	3825 Windchant Circle	Castle Rock	CO	80104	1.04%
49	Lapp	Steven	29 Tunxis Road	West Hartford	CT	06107	1.04%
50	LaSala	Joseph	18 Amelia Street	North Caldwell	NJ	07006	1.04%
51	Laughlin	Peter	73 Prospect Hill Avenue	Summit	NJ	07901	1.04%
52	Leonard	John	100 Ryerson Avenue	Newton	NJ	07860	1.04%
53	Levin	Scott	30 Malvern Road	Plymouth Meeting	PA	19462	1.04%
54	Librizzi	Thomas	24 Norton Road	Broad Brook	CT	06016	1.04%
55	Lidon	James	2 Cromwell Drive	Convent Station	NJ	07960	1.04%
56	Lipman	Matthew	7 Southwood Drive	Cherry Hill	NJ	08003	1.04%
57	Lovell	Sandra	111 Howell Drive	Branchburg	NJ	08876	1.04%
58	Mahoney	Nancy	52 Herman Thau Road	Annandale	NJ	08801	1.04%
59	Marone	Michael	32 Cornhill Drive	Morristown	NJ	07960	1.04%
60	McGuane	Thomas	907 Darlene Avenue	Ocean Township	NJ	07712	1.04%
61	McHeffey	Laurence	4 St. Lucie Court	Stuart	FL	34996	1.04%

