RESOLUTION NO. 2016–60

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ECONSULT SOLUTIONS, INC.

WHEREAS, the Township Committee of the Township of Little Egg Harbor entered into the Municipal Shared Services Defense Agreement ("MSSDA") for the purpose as set forth therein, which included retaining a common expert in the Declaratory Judgment action ("Litigation") that was filed in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision"); and

WHEREAS, the Township contributed $2,000 to become a member of a consortium of municipalities (hereinafter "Municipal Group") so that the Municipal Group could enter into an agreement with Rutgers University for the purpose of having Dr. Burchell prepare a fair share report; and

WHEREAS, Dr. Burchell became ill and was unable to complete the obligations under the Research Agreement as set forth in the MSSDA; and

WHEREAS, an Amendment to the MSSDA ("Amendment") was prepared to allow the Municipal Group to retain alternative experts, and said Amendment authorized the execution of an agreement with Econsult Solutions, Inc. ("ESI") to replace Dr. Burchell and Rutgers, and to prepared its own revised report; and

WHEREAS, ESI prepared a revised report entitled "New Jersey Affordable Housing Need and Obligations", dated December 30, 2015 (the "Solutions Report"), for the Municipal Group; and

WHEREAS, the purpose of this resolution is to retain ESI individually in order to testify about the Solutions Report and for related issues; and

WHEREAS, the proposed individual agreement, attached hereto, envisions that ESI will split its work if it prepares a report that benefits multiple municipalities.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor as follows:

1. The Mayor is hereby authorized to sign the agreement, attached hereto, on its behalf.

2. This Resolution shall take effect immediately.

GILMORE & MONAHAN
A Professional Corporation
COUNSELLORS AT LAW
Allen Street Professional Center
Ten Allen Street
P.O. Box 1540
Toms River, New Jersey 08754

Motion to Approve: Kehm Second: Gormley Roll Call:

Gormley	yes
Kehm	yes
Kobryn	yes
Schlick	yes
Stevens	yes

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC,** Municipal Clerk of the Township of Little Egg Harbor, do herby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 11th day of February, **2016**.

Diana K. McCracken, RMC

DIANA K. MCCRACKEN, RMC, Clerk
Township of Little Egg Harbor

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ECONSULT SOLUTIONS
economics | policy | strategy

1435 Walnut Street, Ste. 300
Philadelphia, PA 19102
215-717-2777
econsultsolutions.com

January 18, 2016

VIA EMAIL: email@township.gov

Mayor Eugene Kobryn
Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087

Re: Mt Laurel IV Services

Dear Mr. Kobryn:

INTRODUCTION

This contract is between Econsult Solutions, Inc. (ESI) and the Township of Little Egg Harbor (Municipality).

ESI has prepared a Revised Report entitled "New Jersey Affordable Housing Need and Obligations", dated December 30, 2015 ("Solutions Report"), for a municipal consortium of approximately 282 municipalities, including Municipality.

This Contract is intended to cover services to be performed by ESI relating to the March 10, 2015 decision of the New Jersey Supreme Court, captioned "In re Adoption of N.J.S.A. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015)" ("Mt. Laurel IV") and to follow the services rendered by ESI for the Municipal Joint Defense Group established under the Municipal Shared Services Defense Agreement, as Amended, ("MSSDA") dated approximately July 1, 2015, as amended and supplemented by Contract with ESI dated October 12, 2015.

SCOPE OF SERVICES

ESI will assist the Municipality and provide services as directed by the Municipality in proceedings before the New Jersey Superior Court related to the Declaratory Judgment actions filed by the Municipality. ESI's services will primarily deal with the preparation for testimony and testimony in the various Declaratory Judgment proceedings and will be principally related to ESI's Revised Report. In addition,

ESI's services may include, without limitation, conducting research, preparing analysis and reports, attending hearings and meetings, and so forth, all as directed by the Municipality.

TERM

This Agreement shall commence on January 1, 2016 and will terminate on December 31, 2016 unless otherwise extended by mutual agreement of the parties. Either party can terminate upon 15 days written notice. The Municipality shall be responsible to pay for all services performed by ESI up to the date of notice of such termination and the Municipality shall be entitled to the work product that has been generated or prepared by ESI for the benefit of the Municipality up to that date.

RATES / DIRECT COSTS

ESI shall bill for services performed under this Agreement at the following rates for calendar year 2016. Rates will increase 3% annually, rounded to the nearest dollar, effective January 1 of each subsequent year if this contract is mutually extended:

Personnel	Hourly rates
Dr. Peter Angelides	$375
Dr. Richard Voith	$425
Director	$225-$265
Associate Director	$175
Senior Analyst	$160
Analyst	$125-$150
Research Assistants	$110

Expenses:

In addition to our fee, ESI will charge for customary reimbursable expenses directly attributable to the project such as data purchases, travel, lodging, significant reproduction expenses and other expenditures that are necessary to complete the assignment. ESI does not bill for telephone calls, routine printing or reproduction, or other miscellaneous expenses.

MULTIPLE MUNICIPALITIES

In addition to this contract, Municipality may wish to participate in a shared services agreement with other municipalities to engage ESI. Nothing in this Agreement is intended to prevent or preclude Municipality from joining other municipalities and entering into a shared services agreement with ESI. Similarly, nothing in this Agreement is intended to prevent or preclude ESI from contracting with other municipalities

or groups of municipalities. Notwithstanding the foregoing, in the event that ESI prepares a report or submission that benefits multiple municipalities, ESI will, to the extent practicle, divide the costs amongst the benefitted municipalities.

BILLING TERMS

ESI will submit monthly bills to Municipality through the Administrator setting forth the identity of the individual providing services, the services performed by date and description for each representative of ESI and the time spent on such task. All billings are payable in full within 30 days of receipt. If questions arise regarding the hours or reimbursable expenses submitted under any bill, the Municipality shall notify ESI in writing within 10 days of the billing's date of said questions. ESI will acknowledge receipt of such notice within 10 days of receipt and respond to the Municipality within 30 days of the date of the original bill. Any adjustments to the bill will be reflected in the following month's billing as a credit and shall not be deducted from the payment of the bill being questioned. In the event that the response from ESI is unacceptable to the Municipality in whole or in part, the disputed amount may be deducted from the following bill and the parties shall confer and attempt to amicably resolve any outstanding invoices. If the parties are unable to amicably resolve the same, each party is left to their respective remedies under the law. ESI reserves the right to cease work, including testimony, if payment is more than 30 days overdue.

CONTACT

The Municipality will designate a principal point of contact for content and for administration. For ESI, the principal contacts are:

Content
Peter Angelides
Principal
1435 Walnut Street, Suite 300
Philadelphia, PA 19102
215-717-2777 (main), 267-687-0210 (direct)
angelides@econsultsolutions.com

Administration
Wendy Gabriele
1435 Walnut Street, Suite 300
Philadelphia, PA 19102
215-717-2777
gabriele@econsultsolutions.com

Contact information for the **Municipality**:

	Content	**Administration**
Name:	Robin La Bue, Esq.	Garret Loesch, Administrator
Address:	PO Box 1540, Toms River	665 Radio Road, Little Egg Harbor
Phone:	732-240-6000	609-296-7241
Email:	rlb@gm-law.net	gloesch@leht.com

If these terms are acceptable to you, please return one copy of this letter with the appropriate signature, and the signed letter will constitute our contract. If you wish to discuss any aspect of this proposed contract, please call me at 267-687-0210 (direct) or 215-717-2777 (main).

Regards,

Peter Angelides PhD, AICP
Principal

SIGNATURE PAGE

Accepted:
Eugene Kobryn
Signature

Eugene Kobryn
Name

Mayor
Title

Township of Little Egg Harbor
Organization

Date

Accepted:

Signature

Peter Angelides
Name

Principal
Title

Econsult Solutions, Inc.
Organization

January 18, 2016
Date