



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 03/07/16 07:00 PM

**2016 RESOLUTION APPOINTMENT**

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT  
PURSUANT TO THE FAIR AND OPEN PROCESS FOR A TOWNSHIP ATTORNEY**

WHEREAS, the Township of Bloomfield requires the services of it's Township Attorney and has advertised the need for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has certified in writing that the value of the service will exceed \$17,500; and

WHEREAS, this contract will take effect on immediately and will end on December 31, 2016; and

WHEREAS, Bevan, Mosca & Giuditta, P.C., 222 Mount Airy Road, Suite 200, Basking Ridge, NJ 07920, (hereinafter "Professional") has submitted the attached proposal to provide the services; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

**BE IT FURTHER RESOLVED**, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

**BE IT FURTHER RESOLVED**, that all of the terms contained in the Standardized

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

**BE IT FURTHER RESOLVED**, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

**BE IT FURTHER RESOLVED**, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

**BE IT FURTHER RESOLVED**, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

**BE IT FURTHER RESOLVED**, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 07, 2016.

*Joseph P. Palumbo*  
Municipal Clerk of the Township of Bloomfield

*Michael J. Venezia*  
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt	Elias N. Chalet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						

**AGREEMENT FOR LEGAL SERVICES  
TOWNSHIP OF BLOOMFIELD**

This Agreement made and entered into this 26 day of March 2016, effective as of March 7, 2016, by and between the **Township of Bloomfield** (the "Township") 1 Municipal Plaza, Bloomfield, New Jersey 07003, and **BEVAN, MOSCA & GIUDITTA, PC**, (the "Contractor"), 222 Mount Airy Road, Suite 200, Basking Ridge, New Jersey, 07920.

**WITNESSETH:**

**WHEREAS**, the Township wishes to engage the professional services of the Contractor to perform legal services for the Township for the period commencing March 7, 2016 and terminating December 31, 2016 (the "Contract Period"); and

**WHEREAS**, the Township and the Contractor do hereby wish to enter into this Agreement for professional services (the "Contract"); and

**WHEREAS**, the Township Council adopted a Resolution appointing Contractor as Township Attorney and directs the Township Administrator to enter into an Agreement for Legal Service.

**NOW, THEREFORE**, the Township and the Contractor mutually agree as follows:

1. **APPOINTMENT**: The Township hereby retains the Contractor for the Contract Period and the Contractor hereby accepts such appointment.
2. **SCOPE OF PROFESSIONAL SERVICES**: The Contractor shall act as Township Attorney, and shall designate Michael Parlavecchio to serve as Director of Law pursuant to Chapter 5, Part 3, Article VI of the Township Code, and shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Township.
3. **PAYMENT** The Township agrees to pay the Contractor the following:
  - a. Fees: Contractor shall be paid a flat monthly retainer of \$9,766.75, not to exceed the Township's 2016 adopted annual salary range of \$117,201 for Township Attorney. The services included in that retainer would be the following legal services:
    - Legal research and/or advisory opinions as needed;
    - Review, analyze and advise the Township on any application before it;
    - Review and/or draft resolutions and ordinances;
    - Attend all meetings of the Township, Mayor and Council and any other board or committee as directed;
    - Prepare and supervise the preparation of contracts and deeds required by the Township Council and administrative officers of the Township;
    - Notify the Township of changes in law or regulations, as well as Court decisions, that impact the Township and its officials;
    - Supervise the personnel of the Law Department;
    - Control and manage the property of the Law Department;

- Advise department heads on legal matters relating to their departments and Township government;
  - Review all employee accident reports and medical vouchers for injuries arising out of and in the course of employment.
- b. Contractor shall be paid at the rate of \$150.00 per hour for all work performed by attorneys outside the scope of services set forth above in Paragraph 3(a), which shall include, but not be limited to, Condemnation Proceedings, Redevelopment Projects, Labor Relations and Negotiations, and representing the Township in federal and state courts and administrative forums.
- c. In addition to the legal fees, the Township shall pay costs and expenses actually expended by the Contractor on behalf of the Township. Costs and expenses include, but are not limited to, expert fees, court costs, accountant fees, appraisal fees, travel expenses, filing fees, service fees, deposition costs, messenger services, computer research, mailing costs, photocopying charges, and any other necessary expense in this matter. The Contractor may require that the Township retain an expert directly. In such event, the Township will be solely responsible for the payment of such expert.
- d. Monthly Invoices: The Township agrees to pay monthly bills submitted by the Contractor for professional services within thirty (30) days of their receipt by the Township subject to the Township's right to withhold payment for any bill in dispute until such disputes are resolved to the mutual satisfaction of the parties. The Township will notify the Contractor in writing of any disputed bills within thirty (30) days of their receipt. Such notice will identify the disputed charge, the basis for the dispute and the proposed remedy.
4. **TERMINATION:** The Township may terminate this Contract for any reason, or for no reason, at any time by adoption of a Resolution to such effect providing Contractor with thirty (30) days notice as required in the appointment resolution. Should this Contract be so terminated, the Contractor shall be entitled to compensation for services rendered prior to the date of termination and any balance due for any month or any portion thereof incurred prior to termination.
5. **BINDING OF PARTIES:** The Township and the Contractor agree to be bound and do hereby bind themselves as far as duties required of the Contractor and payment therefore by the Township.
6. **NO EMPLOYER - EMPLOYEE RELATIONSHIP:** Notwithstanding anything to the contrary herein, the Township and the Contractor agree that this Contract shall not be deemed to create an employer-employee relationship between the Township and the Contractor, and that no rights and privileges of a Township's employees shall inure to the Contractor hereby.

7 **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:** During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

- a. During the performance of this contract, the Contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. 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.
- c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, 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.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New

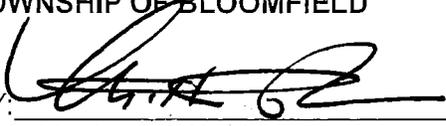


- 13. **COMPLETE AGREEMENT:** This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
- 14. **SECTION HEADINGS:** The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- 15. **BINDING EFFECT:** This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Townships, administrations, officers, directors, agents, successors, assigns and affiliates.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above, effective as of March 7, 2016.

**TOWNSHIP OF BLOOMFIELD**

**BEVAN, MOSCA & GIUDITTA, PC**

BY: 

Matthew U. Watkins  
Township Administrator

By: \_\_\_\_\_

Richard A. Giuditta, Jr., Esq.

Attest: 

Attest: \_\_\_\_\_

This Agreement is being executed in two original copies.