



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 08/10/15 07:00 PM

2015 RESOLUTION AUTHORIZATIONS

AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR A COMMISSION COUNSEL

WHEREAS, the Township of Bloomfield requires the services of an Attorney for the Bloomfield Historic Preservation Commission 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 Acting Township Administrator has certified in writing that the value of the service will exceed \$17,500; and

WHEREAS, this contract is effective August 10, 2015 and will end on December 31, 2015; and

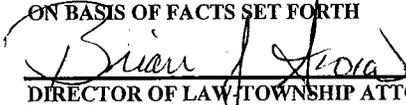
WHEREAS, Eric M. Bernstein & Associates, LLC, 34 Mountain Blvd, Building A, Warren, New Jersey 07059 (hereinafter "Professional") has submitted the attached proposal indicating they will provide the services at a rate of \$125.00 per hour not to exceed \$19,729.60 for the year 2015; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; 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

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



DIRECTOR OF LAW/TOWNSHIP ATTORNEY

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 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 August 10, 2015.

Louise M. Plozano

Municipal Clerk of the Township of Bloomfield

Me Vg

Mayor of the Township of Bloomfield

✓ Vote Record - Resolution					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Deny	Elias N. Chalet				

Resolution (ID # 4623)

Meeting of August 10, 2015

<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Not Discussed	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					



ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

34 MOUNTAIN BLVD., BUILDING A
P.O. BOX 4922
WARREN, NEW JERSEY 07059

ATTORNEYS AT LAW

(732) 805-3360
FACSIMILE (732) 805-3346
www.embalaw.com

July 1, 2015



Via Overnight Mail

Samuel DeMaio
Acting Township Administrator
Township of Bloomfield
One Municipal Plaza
Bloomfield, New Jersey 07003-3487

Re: Bloomfield Historic Preservation Commission Counsel

Dear Mr. DeMaio:

I am in receipt of your letter dated June 17, 2015, sent out June 25, 2015 and received by this office on June 29, 2015 in regard to the above-captioned matter and we are happy to have been named by the Committee as its counsel for the remainder of calendar year 2015. Please find enclosed three (3) partially executed Professional Services Agreements, as well as our AA302 certification and Business Registration certificate. Please provide me with a fully executed copy of same for our records. We look forward to working with you, the Committee and other applicable Township officials in this endeavor. Your prompt attention and response in this matter is greatly appreciated.

Very truly yours,
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

By: 
Eric Martin Bernstein, Esquire

EMB/hln

Enclosures

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, made this ___ day of _____, 2015 by and between the BLOOMFIELD TOWNSHIP HISTORIC PRESERVATION COMMISSION, whose principal offices are located at One Municipal Plaza, Bloomfield, New Jersey 07003-3487 (hereinafter referred to as "Commission") and Eric Martin Bernstein, Esq. and the Law Firm of ERIC M. BERNSTEIN & ASSOCIATES, L.L.C., 34 Mountain Boulevard, Building A, P.O. Box 4922, Warren, New Jersey 07059-4922 (hereinafter referred to as "Bernstein" or "Law Firm").

WITNESSETH:

WHEREAS, the Commission wishes to retain General Counsel to handle various legal matters, including, but not limited to, attending meetings, telephone conferences and consultations, legal research, drafting opinions, handling litigation, negotiations, application review and any and all other matters related to the Commission; and, Eric Martin Bernstein, Esq. and the Law Firm are agreeable to perform all the necessary services for the Commission, its officers and employees, in regard to such legal matters affecting said Commission; and,

WHEREAS, the Bloomfield Township Historic Preservation Commission has passed a resolution to retain the Law Firm as General Counsel.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed, as follows:

1. Bernstein/Law Firm agrees to undertake all representations and services as General Counsel, as requested by the Commission, including, but not limited to:
 - (a) All legal issues of the Historic Preservation Commission, including, but

not limited to, attendance at Historic Preservation Commission meetings, telephone conferences and consultations, legal research and advisory opinions, litigation, correspondence, negotiations, application review and other matters related to Historic Preservation Commission business and the Historic Preservation Law and local Historic Preservation Ordinance.

- (b) Representing the Historic Preservation Commission in litigation in the State of New Jersey and in any and all other proceedings wherein the attorney's professional services may be required and wherein Historic Preservation Commission is a party or its rights or interests are involved. This shall include but not be limited to all court appearances, arbitration hearings, appeals and all work associated with any litigation, including initiating suit or defending any suit, as duly authorized by the Historic Preservation Commission.
- (c) Keeping the Historic Preservation Commission and Administration advised of the character and progress of legal proceedings, appeals, claims and other matters handled by the Attorney, and keeping a record of all such proceedings in connection with same, for and on behalf of the Historic Preservation Commission.
- (d) Prepare ordinances and resolution including all necessary documents and supporting information.
- (e) Review record of proceedings to ensure completeness.
- (f) Provide advice on legal matters.
- (g) Interface with Mayor and Council and Department heads.

(h) Any other matters as directed by the Historic Preservation Commission

2. That the Commission agrees to compensate Bernstein/Law Firm for such legal services as follows: For all legal services provided:

One Hundred Twenty-Five (\$125.00) Dollars per hour for all services.

The rate shall be exclusive of all out-of-pocket expenses, as permitted to the Commission.

The Commission shall be responsible for such items as experts retained by the Law Firm for the Commission, copying costs, stenographic services, filing fees and court costs, overnight mail and other approved costs.

3. Payment for services rendered by Eric Martin Bernstein, Esq. and the Law Firm shall be due upon presentation on official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Commission as to form and documentation before payment will be made. All statements for services rendered will be presented to the Commission on a monthly basis and will be received by the Commission no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without approval of the Commission.

4. During the performance of this contract, the Law Firm agrees as follows:

a. The Law Firm will not discriminate against any applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Law Firm will take affirmative action to ensure that such applicants are recruited

and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but 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 Law Firm 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 non-discrimination cause;

b. The Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

c. The Law Firm will send each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this Act and shall post copies of the notice in conspicuous places available for employees and applicants for employment.

d. The Law Firm agrees to comply with any regulations promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

5. The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with the binding determination of the applicable county employment goals of the affirmative action office, pursuant to N.J.A.C.

17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. The Law Firm agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in any direct or indirect discriminatory practices.

7. The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

8. The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, 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.

9. The failure of the Commission at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

10. The term of the Agreement shall be for July 1, 2015 through December 31, 2015 and Bernstein shall continue to represent the Commission until the appointment and qualification of his successor. Bernstein agrees to continue working on all such matters assigned to him until completion, even if that goes beyond the term of this Agreement.

11. The Commission represents that it has and will have sufficient funds available to the Commission in its applicable budgets to pay all the bills of the Law Firm for the

services rendered by the Law Firm to the Commission to the extent of, and this contract shall be limited to, such amounts as may be from time to time appropriated by the Commission.

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

Eric Martin Bernstein, Esq.
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 Mountain Boulevard, Building A
P.O. Box 4922
Warren, New Jersey 07059-4922

Samuel DeMaio
Acting Township Administrator
TOWNSHIP OF BLOOMFIELD
One Municipal Plaza
Bloomfield, New Jersey 07003-3487

13. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, all or otherwise, between the parties regarding the subject matter of this Agreement.

14. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by the both the parties hereto or their duly authorized representative.

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

16. Eric M. Bernstein & Associates, L.L.C. is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A 19:44-20.13. (P.L. 2005, c.271) rests with Eric M. Bernstein & Associates, L.L.C., if Eric M. Bernstein & Associates, L.L.C. receives

contracts in excess of \$50,000 from public entities in a calendar year. It is Eric M. Bernstein & Associates, L.L.C.'s responsibility to determine if filing is necessary.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:

BLOOMFIELD TOWNSHIP HISTORIC
PRESERVATION COMMISSION

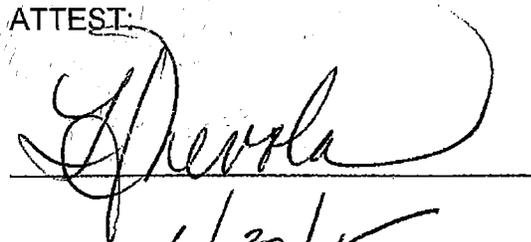


By: 

Dated: 8/20/15

ATTEST:

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.



By: 
Eric Martin Bernstein, Esq.

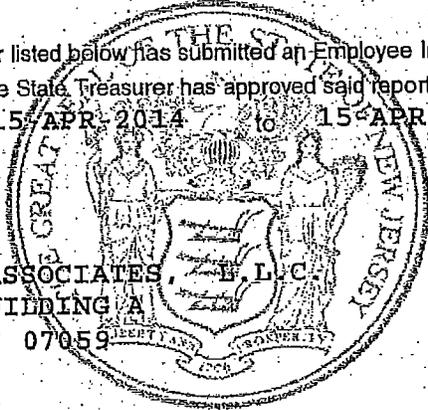
Dated: 6/30/15

Certification 28262

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 2014** to **15 APR 2021**

ERIC M. BERNSTEIN & ASSOCIATES, P.L.L.C.
34 MOUNTAIN BLVD., BUILDING A
WARREN NJ 07059



A handwritten signature in black ink, appearing to read "Andrew P. Sldamon-Eristoff".

Andrew P. Sldamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME

ERIC M BERNSTEIN & ASSOCIATES LLC

TRADE NAME

TAXPAYER IDENTIFICATION#

223-690-440/000

SEQUENCE NUMBER

0727136

ADDRESS:

TWO NORTH RD
WARREN NJ 07059

ISSUANCE DATE

08/30/04

EFFECTIVE DATE

12/15/99

FORM BRC(08-04)

Acting Director

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

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

000039
State of New Jersey
Department of the Treasury
Division of Revenue
© 2004
Trenton, NJ 08646-0282

NEW JERSEY
STATE
REVENUE
TRENTON, NJ 08646-0282

ERIC M BERNSTEIN & ASSOCIATES LLC
TWO NORTH RD
WARREN NJ 07059