



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 01/22/13 07:00 PM

2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE

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

WHEREAS, the Township of Bloomfield requires the services of a Labor 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 that the value of the service will exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2013; and

WHEREAS, Brian J. Aloia, 2 Broad Street, Suite 407 Bloomfield, New Jersey (hereinafter "Professional") has submitted a proposal indicating they will provide the services at a fixed rate of \$144,000 per year in accordance with the terms of the attached proposal; 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

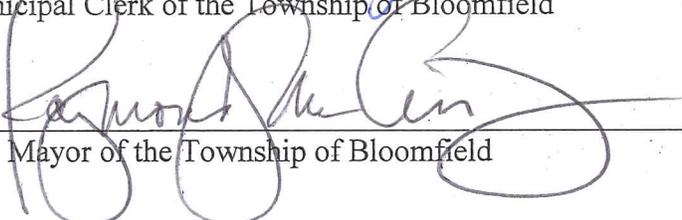
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*...*

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 January 22, 2013.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2467					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					

THE LAW OFFICE OF
BRIAN J. ALOIA LLC
2 Broad Street, Suite 407
Bloomfield, New Jersey 07003
(973) 337-6626/(973) 337-6535(fax)

Brian J. Aloia, Esq.
NJ, NY BARS
brian@aloialawfirm.com

January 25, 2013

Township of Bloomfield
Bloomfield Town Hall
Ted Ehrenburg, Township Administrator
1 Municipal Plaza, Room 209
Bloomfield, New Jersey 07003

RE: Agreement for Legal Services
Township of Bloomfield

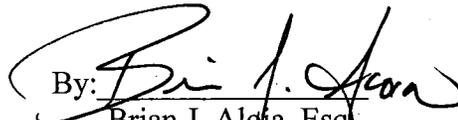
Dear Mr. Ehrenburg:

Congratulations on your recent appointment to the position of Bloomfield Township Administrator. I am sure you know that this firm has been appointed to act as the Township's Labor Counsel. Accordingly, enclosed please find two executed (2) copies of an Agreement for Legal Services between the Township of Bloomfield and this firm. I respectfully request you execute both copies, return one (1) of the Agreements to my office and keep the other for your records.

Thank you for your attention to this matter. I look forward to working with you.

Very truly yours,

BRIAN J. ALOIA LLC

By: 
Brian J. Aloia, Esq.
For the Firm

BJA/js
Encls.

**AGREEMENT FOR LEGAL SERVICES
TOWNSHIP OF BLOOMFIELD**

This Agreement made and entered into this ____ day of January 2013, effective as of January 1, 2011, by and between the Township of Bloomfield (the "Township") and BRIAN J. ALOIA LLC, Attorneys at Law (the Contractor), 2 Broad Street, Suite 407, Bloomfield, New Jersey, 07003.

WITNESSETH:

WHEREAS, the Township wishes to engage the professional services of the Contractor to perform legal services for the Township for the period commencing January 1, 2013 and terminating immediately upon notice as provided herein (the "Contract Period"); and

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

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 Labor Attorney 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. Hourly Fee: Contractor shall be paid at the rate of \$144,000 per year/\$12,000 per month or any portion thereof.
 - b. 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 the 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 Jersey and as established by applicable Federal law and applicable Federal court decisions.
 - h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
 - i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.
8. **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
9. **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
10. **DEFAULT AND CURE:** The Contractor will be deemed to be in default of this Agreement if the Contractor fails to fully perform all of the services set forth in paragraph 2 above. The Township shall notify the Contractor of its default, and the Contractor shall have fourteen (14) days within which to cure its default. If the Contractor fails to cure its default within fourteen (14) days, the Township shall be entitled to all damages arising out of the Contractor's default, including, but not limited to, compensatory, special and/or actual damages.
11. **SEVERABILITY AND LEGALITY:** The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statutes or Rules or Regulations, they shall remain binding upon the parties.

- 12. **MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 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 January 1, 2013.

TOWNSHIP OF BLOOMFIELD

BRIAN J. ALOIA LLC

BY: *Ced M. Chrenberg*

By: *Brian J. Aloia*
 Brian J. Aloia, Esq.

Attest: *Luisa M. Polyzano*

Attest: _____

This Agreement is being executed in two original copies.