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Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 01/22/13 07:00 PM

2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE

AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR A WORKERS COMPENSATION ATTORNEY

WHEREAS, the Township of Bloomfield requires the services of a Works Compensation 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's Assessor has certified that the value of the service may exceed \$17,500; and

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

WHEREAS, Weiner Lesniak LLP, 629 Parsippany Road, Parsippany, NJ 07054 (hereinafter "Professional") has submitted the attached proposal offering to provide the service for the amount of \$140.00 per hour; 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

[Signature]
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

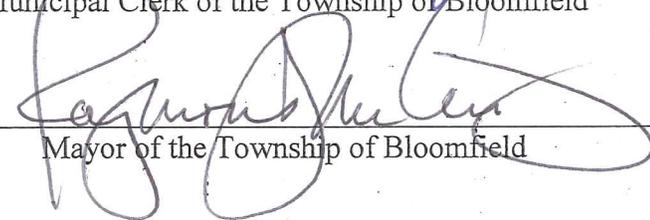
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

* * * * *

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 2476 | | | | | |
|--|-----------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| | | 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 | | | | | |

TOWNSHIP OF BLOOMFIELD
PROFESSIONAL SERVICES AGREEMENT
WORKERS' COMPENSATION ATTORNEY

THIS AGREEMENT, effective January 22, 2013, between the Township of Bloomfield (hereinafter "**TOWNSHIP**"), and Weiner Lesniak LLP, (hereinafter "**DEFENSE ATTORNEY**") ; collectively known as the parties, through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4.

WITNESSETH:

WHEREAS, DEFENSE ATTORNEY has offered to provide legal services defending the **TOWNSHIP** against claims by employees and other claims as designated by the **TOWNSHIP**; and

WHEREAS, the TOWNSHIP desires to hire **DEFENSE ATTORNEY** to provide legal services defending the **TOWNSHIP** against claims by employees and other claims as designated by the **TOWNSHIP**.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein agree as follows:

1. **DEFENSE ATTORNEY** for and in consideration of the amounts herein stated agrees to perform the duties required of **DEFENSE ATTORNEY** for the **TOWNSHIP**,
2. The **DEFENSE ATTORNEY** shall maintain, at its own cost and expense professional liability insurance with the following limits:

\$1,000,000.00 each claim/ \$1,000,000.00 annual aggregate.

Proof of the above coverage is attached hereto as Exhibit A. The insurance company providing the above coverage must be licensed, authorized to transact business in New Jersey and carry an A.M. Best rating of "A" or better. The **DEFENSE ATTORNEY** shall not take any action to cancel or materially change any of the above required insurance under this agreement without obtaining **TOWNSHIP** approval. Maintenance of the insurance required shall not relieve the **DEFENSE ATTORNEY** of any liability for claims against it in excess of or beyond the insurance coverage.

3. **DEFENSE ATTORNEY** shall purchase such Bonds and coverages, if any, as are required by any applicable statutes or regulations.
4. The term of said Agreement shall be for one year or part thereof and will terminate on December 31, 2013, or as otherwise directed by the **TOWNSHIP**.
5. **DEFENSE ATTORNEY** shall pay for all outside court reporters, claims investigators, expert witnesses and consultants ("outside vendors") and shall be reimbursed by the **TOWNSHIP** for such costs.
6. **DEFENSE ATTORNEY** shall comply with all reporting requirements of the Third Party Administrator hired by the **TOWNSHIP**.
7. The **TOWNSHIP** agrees that it will pay the **DEFENSE ATTORNEY** \$140.00 per hour for legal services and will reimburse the **DEFENSE ATTORNEY** for all out-of-pocket expenses regularly incurred in performing legal services in accordance with this Agreement.
8. The parties retain the right to terminate this Agreement at any time, provided 30 days written notice is given of the intention to do so.

9. The affirmative action language, required by State law and attached as Exhibit B, is incorporated in this Agreement. The term, "Contractor", as referred to in Exhibit B, means **DEFENSE ATTORNEY**. This Agreement will be null and void if **DEFENSE ATTORNEY** fails to comply with the Affirmative Action requirements imposed upon **DEFENSE ATTORNEY** by the State of New Jersey.
10. The **DEFENSE ATTORNEY** has received a Business Registration Certificate from the State of New Jersey as evidenced by the copy of the Certificate, attached hereto as Exhibit C. This Agreement will be null and void if the **DEFENSE ATTORNEY** fails to maintain a current Business Registration Certificate.
11. This four (4) page document constitutes the entire Professional Services Agreement between the **TOWNSHIP** and the **DEFENSE ATTORNEY**. All changes to this agreement must be in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on this 28th day of January, 2013 by Weiner Lesniak LLP and on this 19th day of APRIL, 2013 by the Township of Bloomfield for the purposes and the term specified herein.

ATTEST:

Louise M. Galozano

TOWNSHIP OF BLOOMFIELD

By: Raymond J. McCarthy
Raymond J. McCarthy, Mayor

ATTEST:

Louis M. Masucci, Jr.
Attorney of the State
of New Jersey

WEINER LESNIAK LLP

By: Louis M. Masucci, Jr.
Louis M. Masucci, Jr., Esq.
A Member of the Firm