

## **AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT**, made this            day of            , 2020, between the **TOWNSHIP OF TEANECK** (hereinafter referred to as "**TOWNSHIP**") having its offices at 818 Teaneck Road, Teaneck, New Jersey 07666, and **McCusker Anselmi Rosen & Carvelli, PC**, having offices at 210 Park Avenue, Suite 301, Florham Park, N.J. 07932 (with John L. Shahdanian II being the principal attorney of the firm responsible) (hereinafter referred to as "**ATTORNEY**").

### **WITNESSETH**

**WHEREAS**, the Township of Teaneck has heretofore appointed McCusker, Anselmi, Rosen & Carvelli, PC as the Township Attorneys, Tax Appeal Attorneys, Labor Counsel and Litigation Attorneys for the period from January 1, 2020 through June 30, 2020, with John L. Shahdanian II, Esq. serving as the principal attorney of the firm responsible for representing the Township; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*) authorizes the award of a professional services contract for such services without competitive bidding by reason that such services constitute "professional services" which are services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship; and

**WHEREAS**, the Township Council wishes to appoint the law firm of **McCusker Anselmi Rosen & Carvelli, PC** as the Township Attorneys, Tax Appeal Attorneys, Labor

Counsel and Litigation Attorneys to represent the Township of Teaneck for the period from July 1, 2020 through June 30, 2021, with John L. Shahdanian II, Esq. serving as the principal attorneys of the firm responsible for representing the Township, as a “Non-Fair and Open” contract as defined in N.J.S.A. 19:44A-20.5, by reason of their knowledge and experience in representing the Township of Teaneck and other municipalities; and

**WHEREAS**, the parties wish to mutually set forth the compensation and terms and conditions regarding such appointment; and

**WHEREAS**, the Township Manager has determined and certified in writing that the anticipated payments under said contract, when added to previous authorizations, may exceed \$17,500; and

**WHEREAS**, the **McCusker Amselmi Rosen & Carvelli, PC** (hereinafter “Attorneys”) have completed and submitted a Business Entity Disclosure Certification which certifies that the Attorneys have not made any reportable contributions to a political or candidate committee in the previous one year period preceding the award of this contract, pursuant to N.J.S.A. 19:44A-1 et seq., P.L. 2004, c.19, as amended by P.L. 2005, c.51, or pursuant to Ordinance 19-2017 of the Township of Teaneck which would bar the award of this contract, and that the contract will prohibit the Attorney from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Chief Financial Officer has certified that sufficient funds for these contracts are available and that a copy of such Certificate shall be attached to the original of this resolution and be on file on the office of the Township Clerk and available for public inspection; and

**WHEREAS**, the Township Council of the **TOWNSHIP** has authorized the Mayor to execute and the Clerk to attest an Agreement between the **TOWNSHIP** and the **ATTORNEY**;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

1. **Term of Office.** The **ATTORNEY** shall serve as Township Attorney for the period commencing from July 1, 2020 through June 30, 2021, in accordance with the provisions of Section 2-33 of the Code of the Township of Teaneck, and *N.J.S.A.* 40A:9-139, 40A:11-5 and 40:69A-89. This Agreement will remain in effect for said term and, unless modified in writing, shall continue for so long as the **ATTORNEY** shall continue to serve as the Township Attorney.

2. **Duties of Attorney.** The **ATTORNEY** agrees to perform any and all duties and obligations of a municipal attorney in the State of New Jersey as may be required by law, and as set forth in the Code of the Township of Teaneck, including, but not limited to the following:

(a) Be the chief legal advisor to the Council and Manager and shall give all the necessary legal advice and counsel as required by the Council and Manager, and which pertain to the affairs of the Township.

(b) Prepare or supervise the preparation of all ordinances, regulations, resolutions, contracts and other legal documents and papers pertaining to the Township.

(c) Appear as the attorney-of-record for the Township in all actions or proceedings in any court or before any board in which the Township is a party in interest or in which it may be or become involved, or where the public interest of the Township may be served, and in all actions and proceedings for the enforcement of the Code or other Township

ordinances and regulations and prepare and file such pleadings, including, but not limited to, complaints, answers, counter-claims and cross-claims, as may be necessary or appropriate in any such actions or proceedings.

(d) Attend all regular, workshop and special meetings of the Council, as requested by the Council and/or Manager.

(e) Supervise the administration of the Office of the Township Attorney and allocate duties and responsibilities to Office personnel.

(f) Promptly report the outcome of any litigation in which the Township is a party in interest.

(g) Report to the Council the status of all pending litigation wherein the Township is a party in interest.

(h) Have the power to enter into any agreement, compromise or settlement of any litigation in which the Township is involved, subject to the approval of the Council.

(i) Serve as labor counsel

### 3. **Compensation.**

(a) The **TOWNSHIP** agrees to pay the **ATTORNEY** the retainer in the sum of \$19,750 per month for the duration of the contract for the performance of the following legal services as detailed below.

1. Attendance at meetings with the Council, Manager and various department heads on matters to the extent not covered in paragraph (b) below.

2. All e-mail and telephonic communications with Council members and meetings with individual Council persons as requested.
3. All resolutions and ordinances and RFP for legal services.
4. All communications, to the extent not covered in paragraph (b) below.
5. Drafting and review of resolutions and ordinances as requested by the Council, Manager and/or Clerk.
6. Research and memos on legal issues that may arise to the extent not covered in paragraph (b) below.
7. Review and drafting of all contracts as required or as initiated by a third party, i.e., architects and BCUA, Purchasing Agent or the Manager and review of all bids as requested.
8. All Open Public Meetings Act (OPMA) issues and all Open Public Records Act (OPRA) issues, to the extent that they do not involve litigation or are not covered in paragraph (b) below.

(b) In addition to the annual retainer, the **TOWNSHIP** shall pay the **ATTORNEY** the sum of One Hundred Sixty-Five Dollars (\$165.00) for each hour for legal services rendered by an attorney and \$100.00 for each hour of services rendered by paralegals in connection with the following litigation and adversarial matters. The **ATTORNEY** will submit vouchers in the form provided by the **TOWNSHIP** on a monthly basis. Vouchers shall include a detailed statement of services rendered, the date of such service and the amount of time

expended thereon, all charged on an hourly basis, divided by one/tenth (1/10th) of an hour intervals.

1. All insurance claims/litigation/Notice of Tort claims.
  - A. Accidents
  - B. Slip and falls.
  - C. Contractual
  - D. Enforcement/code enforcement/rent control administration
  - E. Prosecutor and judicial coverage and issues.
  - F. Actions in lieu of prerogative writs.
  - G. All other litigation and adversarial proceedings.
2. Tax Appeals, both County and State
3. Coordination of all litigation and adversarial matters, including but not limited to
  - A. Arbitrations
  - B. Grievances
  - C. Civil Service
  - D. PERC
  - E. Prosecutions
  - F. COAH legal issues
  - G. Litigation
  - H. Personnel issues.
  - I. Government Records Council
  - J. OAL issues

- K. Workmen's Compensation
- L. Notice of Tort Claims
- M. Open Public Meeting Act
- 4. All Open Public Records Act (OPRA)/Open Public Meetings Act (OPMA) issues, which involve litigation.
- 5. Real estate transactions, redevelopment projects and developer's agreements

(c) In addition to the annual retainer, labor services shall be provided on an hourly basis based upon the following hourly rates during the term of this agreement:

Partner	\$200
Of Counsel	\$200
Associate	\$200
Law Clerk/Paralegal	\$100

In addition to the foregoing legal fees, the ATTORNEY shall be reimbursed by the TOWNSHIP for costs and expenses, including deposition transcript costs, experts' fees (to be discussed and approved by the TOWNSHIP prior to being incurred), photocopying and supply charges, taxes, travel expenses, court costs and fees, messenger charges, and other necessary costs and expenses.

(d) In addition to the foregoing fees, the **TOWNSHIP** shall reimburse the **ATTORNEY** for actual and reasonable out-of-pocket expenses and costs incurred in connection with performing the aforesaid legal services on a monthly basis. When any Township legal duty shall require the **ATTORNEY'S** presence outside of the Township, his reasonable traveling expenses shall be paid. He shall also be reimbursed for all filing fees and other disbursements necessary in the handling of the Township's legal affairs. For individual specific cases

including but not limited to litigation matters, computer research database fees shall be billed on a usage basis. For all other matters computer research shall be billed at a flat rate of \$400 per month for all other matters.

(e) The **ATTORNEY** may engage the services of expert witnesses and special counsel when, in his opinion, such action is necessary in connection with the handling of any legal business of the Township. Reasonable fees for such witnesses and special counsel shall either be paid directly by the Township or, if paid by the **ATTORNEY** as a disbursement, reimbursed to the **ATTORNEY**.

(f) The **ATTORNEY** shall not be responsible to perform any legal services for the **TOWNSHIP** for which a conflict of interest exists or for which representation is precluded under the Rules of Court. The **TOWNSHIP** shall, in such cases, arrange for substitute counsel.

4. **Written Opinions and Memoranda of the ATTORNEY.** All written opinions and memoranda of the Attorney shall be made available to the all members of the Township Council, either by provision of a complete copy thereof to all members, or by inclusion of same in a file maintained for such written documents by the Township Clerk, except in cases in which a conflict of interest is present. All papers and documents pertaining to Township legal matters shall remain the property of the Township.

5. **Equal Employment Opportunity.** During the performance of this Agreement the **ATTORNEY** shall comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27*, including the requirements as set forth in Exhibit A, annexed hereto and made part hereof.

6. **Substitutes.** The name of the **ATTORNEY'S** law firm may appear as attorney of record for the Township in all actions or proceedings. In a specific case any member of the law



firm may appear on behalf of the Township Attorney; however, no additional compensation will be paid relative to such appearances.

7. **Modification, Waiver and Construction.**

(a) This Agreement shall not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

(b) The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver of either party to any breach of this Agreement, shall not prevent a subsequent enforcement of any term or condition of this Agreement nor shall same be deemed to constitute a waiver of any subsequent breach.

(c) This Agreement shall be construed in accordance with the laws of the State of New Jersey.

(d) Any cause of action, claim, suit, or civil action of any kind filed by either the **ATTORNEY** or the **TOWNSHIP** arising out of or relating to the terms of this Agreement or the relationship of the parties shall be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. Both parties irrevocably submit themselves to the jurisdiction of that Court.

(e) Effective July 1, 2020, this Agreement shall supersede all previous agreements between the **ATTORNEY** and the **TOWNSHIP**.

8. **Independent Contractor Status.** The services to be rendered by the **ATTORNEY** pursuant to the terms and conditions hereof shall be rendered as an independent contractor and not as an employee of the **TOWNSHIP**.

9. **Political Contribution Disclosure.** This contract has been awarded to the ATTORNEY based on the merits and abilities of the ATTORNEY to provide the goods or services as described herein. This contract was awarded through a “non-fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. Notwithstanding the foregoing, the ATTORNEY, by signing below, attests that the ATTORNEY, its subsidiaries, assigns or principals controlling in excess of 10% of the ATTORNEY company has neither made a contribution, that is reportable to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2007, c. 19, as amended by P.L. 2005, c. 51, or Teaneck Ordinance 19-2017 which would affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Teaneck if a member of that political party is serving in an elective public office of the Township of Teaneck when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Teaneck when the contract is awarded or to any other candidate or political committee in excess of the amounts permitted pursuant to Ordinance No. 19-2017. In addition, ATTORNEY acknowledges and understands that this agreement shall not be authorized by the Township of Teaneck until such time as the Township of Teaneck has received from ATTORNEY all executed forms and certifications as required by State Law (if necessary) and Ordinance No. 19-2017 of the Township of Teaneck.

10. **Business Registration.** The ATTORNEY shall comply with the provisions of N.J.S.A. 52:32-44 et seq. respecting the New Jersey Business Registration requirements.

11. **Iranian Investment Disclosure:** The **ATTORNEY** shall comply with the requirements of N.J.S.A. 40A:11-2.1 and N.J.S.A. 52:32-55 et seq. (P.L. 2012, Chap. 25) respecting the disclosure of investment activities in Iran. Any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification provided herewith, under penalty of perjury, that the person or entity, or one of the person's or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date set forth hereinabove.

**TOWNSHIP OF TEANECK**

\_\_\_\_\_  
Doug Ruccione, Acting Township Clerk

\_\_\_\_\_  
By: \_\_\_\_\_, Mayor

WITNESS:

**McCusker Anselmi Rosen & Carvelli, PC**

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\_\_\_\_\_  
By: John L. Shahdanian II, Esq.

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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.

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.

The contractor or subcontractor, where applicable, will send to 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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.

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.