

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: Riker Danzig Scherer Hyland & Perretti, LLP

Office address: 1 Speedwell Ave., Morristown, NJ 07962

Professional license type: Attorney License #: \_\_\_\_\_

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Township of Montclair with professional services as directed by the Township Manager or Township Attorney. The services to be performed shall include Conflict Counsel and Special Litigation Counsel for the Township of Montclair and all services as outlined in the attached proposal dated November 4, 2021. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be 1/1/2022 through 12/31/2022. The term may not exceed one year.

3. **Compensation.** Provider shall be compensated as follows:

Fixed amount (s): \$ \_\_\_\_\_

Hourly rate: \$ \$165-185

Total shall not exceed: \$ 50,000.00

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

4. **Disbursements.** In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.

5. **Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. **Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the

Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

**8. Communication.** Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

**9. Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

**10. Waiver of Breach.** The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

**11. Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

**12. Affirmative Action.** Attachment A containing the Affirmative Action requirements is incorporated herein.

**13. Americans with Disabilities Act.** Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

**14. Political Contribution Disclosure.** Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

**15. Conflicts of Interest.** During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies,

litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

**16. Confidentiality.** Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

**17. Termination.** Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

**18. Notices.** All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Riker Danzig Scherer Hyland & Perretti, LLP  
1 Speedwell Avenue  
Morristown, NJ 07962  
Attn: Derrick R. Freijomil, Esq.

Township of Montclair  
Township Manager's Office  
205 Claremont Avenue  
Montclair, New Jersey 07042

Derrick R. Freijomil, Esq.  
Riker Danzig Scherer Hyland & Perretti, LLP  
1 Speedwell Avenue  
Morristown, NJ 07962

Township of Montclair  
Township Attorney's Office  
205 Claremont Avenue  
Montclair, New Jersey 07042

**19. Hold Harmless.** The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

**20. Insurance.** The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

**21. Agreement.** Provider's signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the

Township's engagement of Provider and cannot be modified except in a writing signed by both parties.

22. **Additional Provisions.**  None  Attached

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

Provider Company Name



Provider Name: Derrick R. Freijomil, Esq.  
Riker Danzig Scherer Hyland & Perretti, LLP

WITNESS:

Brenda Kay Reels  
Name:

TOWNSHIP OF MONTCLAIR

Timothy F. Stafford  
Timothy F. Stafford, Esq.  
Township Manager 4/4/22

ATTEST:

[Signature]  
Name: 4/4/22

Authority:

This agreement was approved on December 21, 2021 by Resolution number R-21-249 of the governing body of the Township of Montclair.

Angelese Bermúdez Nieves  
Angelese Bermúdez Nieves 4/11/2022  
Township Clerk

**R-21-249**  
**TOWNSHIP OF MONTCLAIR**

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR CONFLICT COUNSEL AND SPECIAL LITIGATION COUNSEL TO RIKER DANZIG, LLP FOR THE YEAR 2022**

December 21, 2021

**WHEREAS**, the Township has a need to acquire services of conflict counsel and special litigation counsel as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and

**WHEREAS**, the Qualified Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed \$17,500.00; and

**WHEREAS**, the anticipated term of this contract is 1 year; and

**WHEREAS**, Riker Danzig, LLP has submitted a proposal indicating they will provide the services of conflict counsel and special litigation counsel at the rates set forth in this proposal, not to exceed \$50,000.00; and

**WHEREAS**, Riker Danzig, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Riker Danzig, LLP has not made any reportable contributions to a political or candidate committee in the Township of Montclair in the previous one year, and that the contract will prohibit Riker Danzig, LLP from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer has certified that funds for this contract have been appropriated in the following budget accounts: 01-201-20-155-028.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Montclair authorizes the Township Manager to enter into a contract with Riker Danzig, LLP as described herein; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed once in the official newspaper of the Township of Montclair.

<b>ROLL CALL VOTE</b>						
<b>COUNCIL MEMBER</b>	<b>MOVANT</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>Councilor Cummings</b>			✓			
<b>Deputy Mayor Hurlock</b>		✓	✓			
<b>Councilor Price Abrams</b>			✓			
<b>Councilor Russo</b>			✓			
<b>Councilor Schlager</b>			✓			
<b>Councilor Yacobellis</b>			✓			
<b>Mayor Spiller</b>	✓		✓			

**I HEREBY CERTIFY** the foregoing to be a true copy of Resolution R-21-249 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on December 21, 2021.

*An. Bermúdez Nieves*  
 \_\_\_\_\_  
 Angelese Bermúdez Nieves, Township Clerk



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4964 fax: 973-509-0370

Chief Financial Officer  
Director of Finance

**CERTIFICATION OF FUNDS**

**I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:**

**PURPOSE OF CONTRACT**

Professional Services Agreement

Conflict/Special Litigation Counsel

**TOTAL AMOUNT OF CONTRACT  
SUBJECT TO APPROPRIATIONS IN  
BUDGET**

\$ 50,000.00

**ACCOUNT NUMBER (S)**

01-201-20-155-028

**NAME AND ADDRESS OF COMPANY**

Riker Danzig Scherer Hyland & Perretti

One Speedwell Ave

Morristown, NJ 07962

*Padmaja Rao*

**Padmaja Rao, CPA, RMA, CMFO  
Chief Financial Officer  
Director of Finance**

**Date:** 11/22/2021



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4982 fax: 973-509-0529

AL B. Dineros, QPA  
Purchasing Agent  
adineros@montclairnjusa.org

**DETERMINATION OF VALUE  
TO AWARD A NON-FAIR AND OPEN CONTRACT TO  
RIKER, DANZIG, SCHERER, HYLAND, AND PERRETTI, LLP**

Pursuant to N.J.S.A 19:44A-20.4 et seq., prior to the governing body formally considering a resolution awarding a non-fair and open contract, an appropriate official must certify in writing that the estimated amount of the contract to be awarded exceeds \$17,500. The appropriate official may be the purchasing agent, financial officer, chief administrative officer, or an appointed or elected official with knowledge of the contract.

Contract For: Conflict Counsel/Special Litigation Counsel

Contract to be Awarded to: Riker, Danzig, Scherer, Hyland, and Perretti, LLP

Contract Period: January 1, 2022 – December 31, 2022

**CERTIFICATION**

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve-month period.

I hereby further certify that the funds to cover the expenditures for the above-reference contract will be encumbered by purchase order. (Pursuant to N.J.A.C. 5:30-5.4).

By

AL B. Dineros, QPA, Township of Montclair

Certified Date:

11/23/2021