

**RESOLUTION
TOWNSHIP OF MONTCLAIR
HISTORIC PRESERVATION COMMISSION**

**APPOINTING AND AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT TO
SZAFERMAN, LAKIND, BLUMSTEIN & BLADER, P.C. AS HISTORIC PRESERVATION ATTORNEY
(RFP 22 -31)**

January 12, 2023

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-108b, provides that the Historic Preservation Commission may employ, contract for, and fix the compensation of experts and other staff and services as it shall deem necessary, not exceeding, the amount appropriated by the governing body for the commission's use; and

WHEREAS, the Historic Preservation Commission (HPC) is in need of the services of an expert in historic preservation law to attend meetings, and telephone calls with applicants, oversee enforcement of HPC regulations and conduct any special projects as may be required from time to time; and

WHEREAS, the Township published Request for Qualifications for HPC on two occasions in the Star Ledger, RFP 22 – 18D on October 24, 2022 and RFP 22 – 31 (2nd attempt) on December 1, 2022; and

WHEREAS, zero proposal was received on the first attempt, and on December 21, 2022, the Township received the following proposals:

1. Eric M. Bernstein & Associates, LLC, Warren, NJ 07059
2. Szaferman, Lakind, Blumstein & Blader, P.C., Lawrenceville, NJ 08648

WHEREAS, the Township Director of Planning, Assistant Township Planner, Chair of the Historic Preservation Commission, and Vice Chair of the Historic Preservation Commission evaluated the proposals and determined that Szaferman, Lakind, Blumstein & Blader, P.C., located at 101 Grovers Mill Road, Suite 200, Lawrenceville, NJ 08648 is the best qualified based on cost and other considerations of those proposals received and evaluated to provide effective and efficient services in accordance with the published evaluation criteria; and

WHEREAS, Szaferman, Lakind, Blumstein & Blader, P.C. will provide expert historic preservation services at a rate of \$300.00 per hour and a flat fee of \$500.00 for attendance at each meeting; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.4 et seq. this contract is being awarded under the Fair and Open Process; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account 01-201-21-180-115 and 03-270-56-018-001 subject to the adoption of the 2023 adopted municipal budget/2023 temporary municipal budget; and

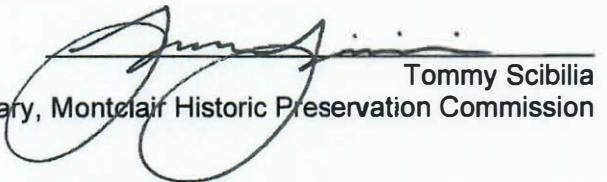
NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the Township of Montclair that it does hereby appoint Szaferman, Lakind, Blumstein & Blader, P.C. as Historic Preservation Attorney to the Historic Preservation Commission to serve from January 13, 2023 through December 31, 2023 or until a successor is appointed but no later than January 31, 2023; and

BE IT FURTHER RESOLVED that the total amount of this contract shall not exceed \$18,800 contingent upon the execution of a contract, subject to the appropriation of sufficient funds in the 2023 adopted municipal budget/2023 temporary municipal budget, otherwise the contract cannot exceed the amount available for the 2023 temporary budget period; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the Director of Planning and Community Development is hereby authorized and directed to sign an Agreement in connection with such services, which agreement shall be on file with the Township Clerk; and

BE IT FURTHER RESOLVED that the Secretary of the Commission is hereby directed to cause to be printed once, in an official newspaper of the municipality, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and the contract are on file and available for public inspection in the office of the Township Clerk.


Tommy Scibilia
Secretary, Montclair Historic Preservation Commission



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 THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT	HPC Attorney _____
TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET	\$ 18,800.00 _____
ACCOUNT NUMBER (S)	01-201-21-180-115 _____ 03-270-56-018-001 _____ _____
NAME AND ADDRESS OF COMPANY	Szaferman, Lakind, Blumstein & Blader, P _____ 101 Grovers Mill Road, Suite 200 _____ Lawrenceville, NJ 08648 _____

Padmaja Rao

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

Date: 01/10/2023

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 20__ 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: Szaferman, Lakind, Blunstein & Blader, P.C.

Office address: 101 Grovers Mill Road, Suite 200, Lawrenceville, NJ 08648

Professional license type: Attorney License #: _____

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Historic Preservation Commission with professional services as directed by the Director of Planning. The services to be performed shall include legal services for the Historic Preservation Commission of the Township of Montclair and all services as outlined in the attached proposal dated December 12, 2022. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be January 17, 2023 through December 31, 2023. The term may not exceed one year.

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

Fixed amount (s): \$500 per meeting attended

Hourly rate (s): \$300.00 per hour for other legal services as required

Total shall not exceed: \$18,800

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 19:44A 16, 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:

Szaferman, Lakind, Blumstein & Blader, P.C.
101 Grovers Mill Road, Suite 200
Lawrenceville, NJ 08648
Attn: Janine G. Bauer, Esq.

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

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

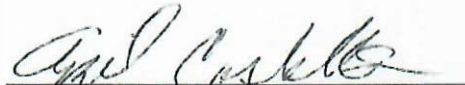
Item #14 is not applicable to this contract as it is awarded as fair and open, as per N.J.S.A. 19:44A-20.4

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



Janine G. Bauer, Esq.

WITNESS:


Name: April Costello

TOWNSHIP OF MONTCLAIR


Bryan P. Scantlebury
Acting Township Manager

ATTEST:


Angelese Bermudez Nicvcs, Township Clerk

Authority:

This agreement was approved on January 12, 2023 by Resolution of the
Historic Preservation Commission of the Township of Montclair.



Janice E. Talley
Director of Planning

do so. I also represented the City of Plainfield Planning Board (pop. 54,586), and the City of Hoboken Historic Preservation Commission (pop. 60,419). I currently represent the Borough of Madison (pop. 16,937) Historic Preservation Commission and the Township of Millburn (pop. 21,710) Historic Preservation Commission.

I will attend all Montclair HPC meetings and participate in the meetings, providing advice and counsel, as I do for my other HPC clients. Outside of the HPC meetings, I regularly draft letters and resolutions, application forms, review applications for completeness, meet with elected and appointed officials when invited to do so, review redevelopment plans and ordinances referred to the HPC, coordinate referrals from and input to other land use boards on applications before them, and perform other tasks to ensure the smooth administration of the Commissions' review work and approvals. I expect to do the same for the Township of Montclair HPC if selected to serve as the HPC attorney.

III. MANDATORY CONTENTS OF THE PROPOSAL

1) Contact info

Janine G. Bauer, Esq.
Szaferman Lakind Blumstein & Blader, P.C.
101 Grovers Mill Rd., Suite 200
Lawrenceville, N.J. 08648
Office Tel. (609) 275-0400 x 249
Cellular Tel. (917) 916-8972
Facsimile (609) 275-4511
jbauer@szaferman.com

2) Fee proposal

This Law Firm proposes to charge three hundred dollars (\$300.00) per hour for both meeting attendance and work outside of meetings including preparation and drafting of resolutions, etc. after meetings for its attorneys working for the Montclair HPC. If a separate fee proposal is required for meeting attendance, that fee would be five hundred dollars (\$500.00) per meeting, regardless of the number of hours per meeting. (There would be no hourly charge for meetings.) Generally, there are not out of pocket or incidental expenses associated with representing an HPC.

3) Executive Summary of Response to RFP

Based on many years of experience, I have become a "practice leader" in the area of historic preservation and local government and land use law. I regularly obtain referrals for work from local governments, state agencies and businesses, as well as individuals and non-profit organizations.