

***AGREEMENT TO EMPLOY
TOWNSHIP ATTORNEY
FOR THE
TOWNSHIP OF ROCHELLE PARK***

COPY

This Contract entered into on this 25 day of January, 2023 between the Township of Rochelle Park "Township", and **MARK A. DIPISA, ESQ.** hereinafter referred to as "Attorney", witnesseth as follows:

WHEREAS, the Township desires to engage an attorney as its Township Attorney for a period of one (1) year in accordance with State law; and

WHEREAS, the Township desires that the scope of services to be performed by Attorney as well as the salary to be paid to said Attorney be memorialized in a written document pursuant to law; and

WHEREAS, the Township Attorney will be compensated by appropriation through the General Salary Ordinance of the Township of Rochelle Park;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Township, pursuant to authority delegated to it, hereby retains and employs Attorney to act under the title of Township Attorney as counsel for the Township Committee and to render to it all legal advice and to represent it in all matters which may be pending or which may hereinafter be instituted in any of the Courts of the State of New Jersey and the Court of the United States which are

located within the State, and before all administrative agencies and departments of Government brought by or against the Township during and throughout the continuance of this Agreement; and to attend all meetings requested by the Township as well as the normally scheduled public meetings and work sessions, prepare all Contracts, Ordinances and Resolutions as requested, render legal opinions, prepare any and all documents and such other legal services as the Township may request or require, and to provide legal advice to the Township Administrator by telephone during normal working hours. It is understood that this Agreement does not cover all litigation matters. The Attorney will handle routine litigation and all landlord/Tenant litigation for all tenants currently occupying the second floor of the Township municipal complex. The Township Committee shall retain special counsel as it deems necessary from time to time.

2. For all of the above services performed by Attorney, the Township agrees to pay Attorney a salary as set forth in the General Salary Ordinance from which all appropriate federal and state deductions shall be made.

3. All expenses (i.e. suit costs, filing fees, witnesses, other professionals...etc.) shall be borne by the Township and shall be itemized in detail by Attorney and shall be paid by separate voucher.

4. Attorney agrees to submit at the time of execution of this Contract a copy of a professional liability insurance policy manifesting third party liability coverage in an amount not less than one (1) million. The type of insurance shall be

in a form acceptable to the Township and shall be continued for so long as this Agreement is in effect.

5. This Agreement is subject to an appropriation of monies being made by the Township Committee of the Township of Rochelle Park.

6. Nothing in this Agreement shall preclude the Township from engaging special counsel where particular expertise is or may be required, or in those instances where Attorney may be unable to act due to conflict of interest. Attorney's salary shall not be reduced by Township when engaging other counsel in such instances.

7. The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, subject or transfer any interest in this Contract without written authorization of the other.

8. This Contract may be amended or supplemented in any instance by following the procedure used for its adoption.

9. A waiver at any time of any of the terms and conditions of this Contract shall not be considered a modification, cancellation or a waiver of any other terms and conditions.

10. This Agreement shall continue on an annual basis subject to termination for good cause or at the end of a yearly period. During the performance of this Contract, Attorney agrees as follows:

(a) Not to discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation, or sex. The Attorney will take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Attorney agrees to ensure the posting, 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 Attorney, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regarding to their age, race, creed, color, national origin, marital status, sexual orientation, or sex.

(c) The Attorney agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.S.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action office pursuant to N.J.S.C 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(d) The Attorney agrees to inform, in writing, the appropriate recruitment agencies in the area, including employment agencies, placed bureaus, colleges, universities, labor unions, that it does not discriminate on the bases of age, race, creed, color, national origin, martial status, sexual orientation or sex, and that he will discontinue the use of any.

(e) The Attorney agrees to revise any of his testing procedures, if necessary, to assure that all personnel 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 the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

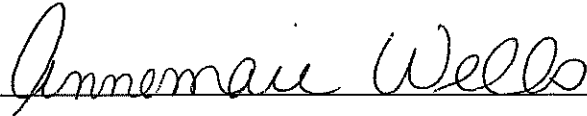
(f) The Attorney agrees to review all procedures related to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to their age, race, creed, color, national origin, ancestry, marital status, sexual orientation, or sex, and confirm with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(g) The Attorney shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time to carry out the purpose of those regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.S.C. 17:27).

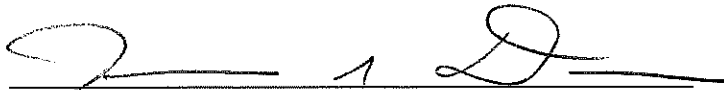
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, their seals affixed and attested by their duly authorized officers.



PERRIN MOSCA, Mayor



ANNEMARIE WELLS, Township Clerk



MARK A. DIPISA, ESQ., Township Attorney