

**AGREEMENT TO PROVIDE
PROFESSIONAL LEGAL SERVICES
DIRECTOR OF LAW/TOWNSHIP ATTORNEY
CONTRACT# 2021-28PS**

THIS AGREEMENT effective as of January 1, 2021 by and between **THE TOWNSHIP OF OLD BRIDGE** (hereafter known as the "Township") with principal offices at One Old Bridge Plaza, Old Bridge, New Jersey, 08857 and **MARK M. ROSELLI, ESQ. AND KENNETH W. LOZIER, ESQ. AND ROSELLI GRIEGEL LOZIER & LAZZARO, PC**, (hereafter known as the "firm") with principal offices at 1337 Highway 33, Hamilton, New Jersey 08690.

W I T N E S S E T H

WHEREAS, the Township of Old Bridge requires the services of attorneys to provide legal representation, as Director of Law/Township Attorney and Assistant Director of Law/Assistant Township Attorney, for the Township of Old Bridge for the months of February through December, 2021; and

WHEREAS, the Township of Old Bridge issued publicly advertised Request for Proposal for purposes of selecting a Township Attorney and Assistant Township Attorney and awarding a professional service contract with the law firm for February through December, 2021; and

WHEREAS, the Township received and opened two proposals on December 2, 2020; and

WHEREAS, Mark Roselli, Esq. and Kenneth W. Lozier, Esq. of the firm of Roselli Griegel Lozier & Lazzaro, P.C. submitted its proposal, a copy of which is on file in the office of the Township Clerk; and

WHEREAS, Mark Roselli, Esq. and Kenneth W. Lozier, Esq. of the firm of Roselli Griegel Lozier & Lazzaro, P.C. are recognized as capable and available to undertake such work as Township Attorney and Assistant Township Attorney respectively; and

WHEREAS, Mark Roselli, Esq. and Kenneth W. Lozier, Esq. of the law firm of Roselli Griegel Lozier & Lazzaro, P.C. have received the recommendation of the Fair and Open Process Review Committee pursuant to the Fair and Open Process in accordance with Municipal Regulation 004-2006; and

WHEREAS, the Mayor has negotiated a contract with Roselli Griegel Lozier & Lazzaro, P.C. for the purposes set forth herein and has recommended that the Township Council consent to the appointment of Mark Roselli, Esq. as Director of Law/Township Attorney and Kenneth W. Lozier, Esq. as Assistant Director of Law/Assistant Township Attorney for the year ending December 31, 2021; and

WHEREAS, the Township Council consented to the appointment and approved the award of the contract for said services; and

WHEREAS, the parties wish to memorialize the terms and conditions under which the firm is engaged.

NOW THEREFORE, in consideration of these premises and the terms and conditions of this agreement, **IT IS HEREBY AGREED:**

1. FIRM ENGAGED. Mark Roselli, Esq. and Kenneth W. Lozier, Esq. on behalf of Roselli Griegel Lozier & Lazzaro, PC are hereby engaged by the Township of Old Bridge for the following purpose: representation of the Township of Old Bridge, its elected officials and employees in various legal matters including litigation, conduct legal research, render legal opinions, attendance at Council meetings and for such general and other matters that may be necessary, as Township Attorney/Director of Law and Assistant Township Attorney/Assistant Director of Law, respectively.

2. SCOPE OF SERVICES. The following services shall be rendered by the firm shall include:

- Assist municipal staff and perform duties as outlined in the Township's ordinance for Director of Law
- Provide legal counsel for employee/human resource/labor issues that may occur, including contract negotiations, disciplinary procedures, appearances before PERC and if necessary, interest arbitration
- Representation of Township on tax appeals to the County Board of Taxation
- Attendance at regularly scheduled and special Council meetings and such meetings that may be required by the Mayor, Council or staff
- Assisting in preparing and reviewing bid documents for public contracts
- Assist in the preparation of ordinances and resolutions
- Review all resolutions and ordinances prior to Council Meetings
- Representation of the Township in the sale or purchase of real estate
- Defending the Township in all litigation when the JIF fails or refuses to tender a defense
- Representation of Township's interest in affordable housing matters (formerly COAH), including preservation of deed restrictions through foreclosure, refinancing of mortgages on affordable units and providing counsel to and working with the Township's Municipal Housing Liaison and Administrative Agent
- To the extent necessary, provide counsel on land use matters, including development and adoption of master plan or land development ordinances, redevelopment, condemnation
- Defense of Township, Mayor or Council in prerogative writ complaints as well as representation before any other public agencies or bodies
- Provide such other legal duties and services as may be required by the Township of Old Bridge

3. FEE TO BE CHARGED. The firm shall be paid a retainer equal to fixed monthly installments of \$21,675.00 and based upon an annual amount of \$260,100.00 which shall be inclusive of all associated costs and expenses such as copies, supplies, postage, telephone etc. that may be incurred by the firm in its representation of the Township.

4. BILLING RECORDS TO BE MAINTAINED, INVOICES. Vouchers shall be submitted

monthly. All Vouchers for funds claimed under this contract shall be submitted on or before 45 days after the term of this contract. Billing records and expense information shall be available for review and inspection by the Department Head or other administrative staff for 24 months following the submission of any invoice. Contractor shall not bill for travel time or mileage.

5. TERM OF CONTRACT. This agreement is effective from January 1, 2021 to December 31, 2021, unless this contract is terminated sooner as set forth herein below, or extended by mutual agreement of the parties.

6. COPY OF THIS CONTRACT ON FILE. A copy of this agreement shall be on file and made available for public inspection in the office of the Township Clerk of the Township of Old Bridge pursuant to N.J.S.A. 40A:11-5(1), together with the authorizing resolution.

7. AFFIRMATIVE ACTION. The firm agrees to perform this contract according to the Affirmative Action Law, P.L. 1975, C.127, Rules and Regulations and the Mandatory Affirmative Action clauses attached hereto and made a part hereof as Exhibit A.

8. PREVIOUS CONTRACTS. Previous contracts authorizing the firm to perform work on the subject matter covered by this contract are hereby supplanted and replaced by this written contract. Any services rendered in connection with the said matter during the term of this contract shall be paid under authority of this contract and in accordance with its terms.

9. NOTICES. Notices from the firm to the Township of Old Bridge shall be mailed and/or delivered to both the Township Clerk of the Township of Old Bridge and the Department Head of the applicable department of the Township of Old Bridge. Notice from the Township of Old Bridge to the firm shall be mailed and/or delivered to the firm address listed on the first page of this agreement.

10. INSURANCE. The firm shall be covered by professional liability insurance in the amounts set forth in the Request for Proposal and at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

11. TERMINATION. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination, the Township's sole obligation to the firm shall be payment for all services performed up to the date of their receipt of notice thereof, and for such additional services as the Township may specifically request him or her to undertake in order to complete any work in progress. The rate of compensation for all such services shall be that stated in Paragraph 3 herein.

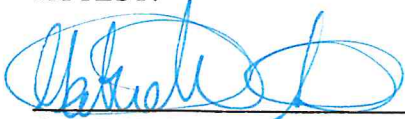
12. INDEMNIFICATION. The firm agrees to indemnify and hold the Township, its officials, employees and agents, harmless from any and all liability of expense, including costs of defense, resulting from any claim, action or lawsuit related to the provision of services by the firm under this Agreement provided that such action results from the negligence of the firm, or any of its agents, and/or from circumstances where the firm, or any of its agents, acted outside of the scope of their duties or contrary to law.

13. **ASSIGNMENT.** This Agreement may not be assigned by either party.
14. **RESPONSIBILITIES.** The Contractor shall perform his or her responsibilities in a good, professional and workmanlike manner in conformity with the responsibilities, demand and ethics of his or her profession.
15. **WORK PRODUCT.** All work products, including internal memoranda, reports, maps, plans and final product, shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement.
16. **MODIFICATION.** No change, modification, waiver or discharge of any or all of the terms and provisions of this Agreement shall be effective unless made in writing and executed by both of the parties hereto.
17. **PARAGRAPH HEADINGS.** Paragraph headings shall not be of any force or effect whatsoever in the interpretation of this Agreement and shall be deemed inserted and used solely for the convenience of the parties.
18. **BUSINESS REGISTRATION CERTIFICATION COMPLIANCE.** N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:
- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
 - 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
 - 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.
19. **FAIR AND OPEN PROCESS.** This contract has been awarded by the Township to the Contractor consistent with the requirements of N.J.S.A. 19:44A-20.4 et. seq.

[SIGNATURES OF PARTIES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereunto set their hands and seals on the day and year above first written.

ATTEST:



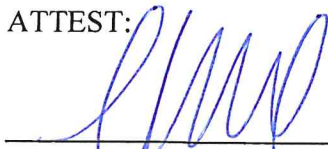
GABRIELLA SIBONI,
Township Clerk

DATED: 8/20/21

TOWNSHIP OF OLD BRIDGE

BY: 
OWEN HENRY, MAYOR

ATTEST:

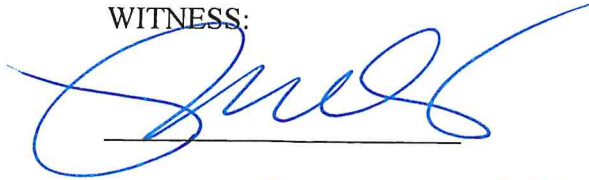


DATED: Aug. 13, 2021

ROSELLI GRIEGEL LOZIER &
LAZZARO, PC

BY: 
MARK M. ROSELLI, ESQ.

WITNESS:

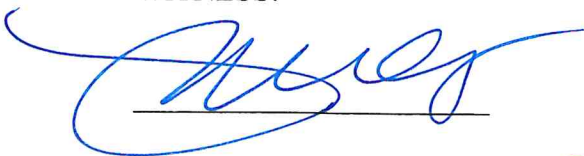


DATED: Aug. 13, 2021

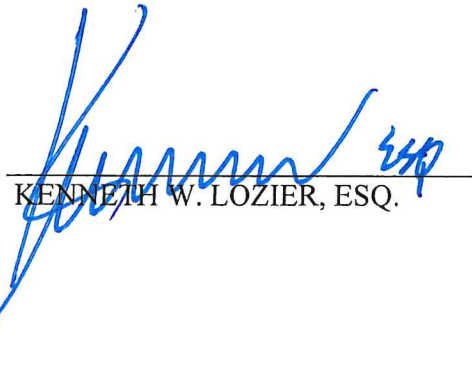


MARK M. ROSELLI, ESQ.

WITNESS:



DATED: Aug. 13, 2021


KENNETH W. LOZIER, ESQ.