

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

This Contract entered into on this 2ND day of January, 2022 between the Township of Rochelle Park, and **JOSEPH J. ROTOLO, ESQ.** hereinafter referred to as “Attorney”, witnesseth as follows:

WHEREAS, the Township desires to engage an attorney as its Township Attorney for the period of one 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 legal advice as well as to assist **MARK DIPISA, ESQ** in connection with his responsibilities as Township Attorney. In addition to provide 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. 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. The total salary as set forth in the salary ordinance shall be divided between the two appointed Township Attorney's with 25% of the salary being paid to **JOSEPH J. ROTOLO, ESQ.** pursuant to this agreement. In addition the Township shall continue prescription and dental coverage during the term of this agreement in accordance with past practice.

3. All expenses (i.e., suit costs, filing fees, 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 the 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 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 particular 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.

11. During the performance of this Contract, Attorney agrees as follows:

Not to discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Attorney 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 or sex. Such action shall include, but not be 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 Attorney 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 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 regard to their age, race, creed, color, national origin, ancestry, marital status or sex.

The Attorney, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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.A.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.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The Attorney agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national

origin, ancestry, marital status or sex, and that he will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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 applicable Federal law and applicable Federal court decisions.

The Attorney agrees to review all procedures relating 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 or sex, and conform 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.

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 in order 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.A.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

Attest:

 - Deputy Clerk

ELISA CAPORALE, Acting Township Clerk



JOSEPH J. ROTOLO, ESQ.
Township Attorney