

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this 7th day of January, 2023, by and between the **BOROUGH OF WOODBURY HEIGHTS**, a municipal corporation of the State of New Jersey, located at 500 Elm Avenue, Woodbury Heights, New Jersey (hereinafter "Borough"), and **ZELLER & WIELICZKO, LLP**, located at 120 Haddontowne Court, Cherry Hill, New Jersey 08034 (hereinafter called "Attorney").

WHEREAS, the Borough is in need of an Attorney to render professional legal services for the Borough as special labor counsel; and

WHEREAS, ERIC J. RISO, ESQUIRE, of the firm of ZELLER & WIELICZKO, LLP, a duly licensed Attorney of the State of New Jersey has been duly appointed as Special Labor Counsel for the Borough by Resolution 29-2023 for the calendar year 2023; and

WHEREAS, the legal services to be rendered by the Attorney herein are professional services to be rendered by one authorized by law to practice a recognized profession and whose practice is regulated by law; and

WHEREAS, the "Local Public Contract Law" N.J.S.A. 40A:11-1 et seq. compels the execution of an agreement for the services herein contemplated to be rendered by the Attorney:

NOW, THEREFORE, in consideration for the mutual promises, conditions and obligations herein and for the other good and valuable consideration the parties hereto mutually agree as follows:

1. The Attorney herein represents that he is licensed to practice law in the State of New Jersey.

2. The Attorney agrees to render all legal services to the Borough as so directed and requested by the Governing Body; such services to include, but not be limited to the following:

- (a) Review and aid in the preparation of Ordinances, Resolutions, Contracts, Agreements, and legal documents pertaining to labor issues as requested by the Borough;
- (b) Attendance at regular, special and continued meetings, work sessions and/or executive session of the Borough, as requested by the Borough;
- (c) Representation of the Borough in litigation, arbitration, mediation,

attendance at negotiations, court proceedings, litigation/discovery proceedings, meetings, and other assignments as requested by the Borough;

- (d) Conduct legal research and render legal opinions and assistance to the Borough officials;
- (e) Review any legal documents, contracts, agreements, correspondence, pleadings, and supporting documents and prepare correspondence, agreements and documents relating to assigned tasks by the Borough and the position of Labor Attorney;
- (f) Assist, when necessary, any other Attorney, professionals or employees which the Borough may engage;
- (g) Assist the Borough in any other manner that may be necessary or required by the Borough;
- (h) Cooperate with and assist Borough Council and Municipal Attorney regarding any matters pertaining to the Borough as requested by the Borough; and
- (i) Assist with any disciplinary or potential disciplinary matters, charges, proceeding, and any related hearings and appeals.

3. The rate of compensation shall be \$225.00 per hour for services rendered, exclusive of costs and expenses incurred.

4. The Attorney shall be paid for all work in connection with the position and assignment of Special Labor Counsel in accordance with Borough Ordinances at the rates set forth in paragraph 3 above. The Attorney shall be paid for any portion of an hour expended based on the foregoing rate for services requested by the Borough. As set forth above, this work shall include but not be limited to attending meetings, research, review of legal documents, supporting information and agreements, preparation and drafting of contracts and agreements, Resolutions, correspondence, documents, litigation, arbitration, mediation, and other assigned matters, conferences and telephone consultations with municipal officials, Borough professionals, and attorneys. The Attorney shall also be reimbursed for any out of pocket expenditures including, but not limited to, photocopying, postage, litigation expenses, and travel and mileage incurred on behalf of the Borough.

5. The Attorney shall, on a monthly basis, submit separate bills for the services rendered with regard to each matter so assigned to attorney for representation, specifying in detail the date services were rendered, a description of the services performed, the time spent, the initials of the attorney or paralegal who performed the services, and the amount billed.

6. The Attorney shall be reimbursed for actual out of pocket expenses such as filing fees, transcript fees, recording fees, postage, mileage, photocopying, etc.

7. It is understood that the Attorney shall not serve as Special Labor Counsel to the Borough in a full time capacity. That is, it is understood that the Attorney shall be engaged in the private practice of law in addition to serving as Special Labor Counsel for the Borough.

8. AFFIRMATIVE ACTION. During the performance of this contract, the Attorney agrees as follows:

(a) In consideration of the execution of this Agreement, the Attorney shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and all other applicable Federal and New Jersey statutes of a similar nature.

(b) The attention of the Attorney is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Attorney shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

9. AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §12101, ET SEQ: The Attorney agrees that the provisions of Title II of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto are made a part of this Contract.

10. ASSIGNMENT: The Attorney shall not assign its rights or obligations under this Agreement without the prior written consent of the Borough. The Attorney recognizes and agrees that this Agreement is entered into in reliance upon the personal and professional skills of named counsel, and agrees that all services to be rendered in fulfillment of this Agreement shall be provided personally by the Attorney or by such attorneys associated with the firm, as shall be approved by the Borough. The Attorney agrees not to file suit, enter an appearance before a court tribunal, administrative agency, arbitrator, mediator, accept service of process or execute agreements on behalf of the Borough without prior written approval of the Borough Committee or Borough Solicitor on behalf of the Borough.

11. DOCUMENTS AND FILES: All papers, documents, memorandum, plans, materials, records, files, and reports assigned to or relating to the duties of the Attorney under this contract shall be and remain the property of the Borough. Upon request, termination, or expiration of this contract by the Borough, the Attorney shall immediately

surrender all such property to the Borough, together with a written consent to use all such materials in the best interest of the Borough.

12. CONFIDENTIALITY: All matters assigned to the Attorney shall be handled in accordance with the usual standard of confidentiality under the Rules of Professional Conduct. The Attorney shall make no public comment on cases or matters assigned to the Attorney unless so requested by the Borough. The Attorney shall report on the conduct, status, prospects, and recommended resolution of all matters directly and exclusively to the Borough or Borough Solicitor or his delegate, except as otherwise directed in writing by the Borough.

13. TERMINATION: The Borough shall have the right to terminate this Agreement at any time in its sole discretion. In the event of said termination, the Attorney shall be entitled to the amount due for services rendered up to the date of termination.

14. STATUS OF LAW FIRM: Unless otherwise authorized by Ordinance and indicated herein, it is expressly understood and agreed by and between the parties that the status of the Attorney and its employees, officers, and agents shall be that of independent contractor. It is not intended, nor shall it be construed that the Attorney or any of its employees, officers, and agents is an employee or officer of the Borough for any purpose.

15. EFFECT OF ILLEGALITY: If any provision of this agreement is determined to be illegal or against public policy or in violation of any provision of law or code by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

16. NEW JERSEY LAW: This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey. Any dispute arising under this Agreement shall be initiated in the courts of Gloucester County.

17. MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Borough and the Attorney.

18. AMENDMENTS: The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto have hereunto set their hands and seals dated the day and year first above written pursuant to Resolution adopted by the Borough on January 7th, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Joan E. Young
Joan E. Young

DATED: 1/23/23

ZELLER & WIELICZKO, LLP
BY: [Signature]
ERIC J. RISO, Esquire

DATED:

ATTEST:
[Signature]
SHANNON ELTON, RMC
BOROUGH CLERK

BOROUGH OF WOODBURY HEIGHTS
BY: [Signature]
WILLIAM C. PACKER, MAYOR