

PROFESSIONAL SERVICES AGREEMENT
HILLSDALE JOINT PLANNING BOARD ATTORNEY

THIS CONTRACT made effective as of March 20, 2024, notwithstanding the actual date of execution, by and between the Hillsdale Joint Planning Board, Borough of Hillsdale, a Municipal Corporation with offices located at 380 Hillsdale Avenue, County of Bergen, State of New Jersey 07642, hereinafter referred to as the “Board” and Marc Leibman, Esq., Attorney at Law of the State of New Jersey, of the firm Chiesa Shahinian & Giantomasi, PC, having his principal business location at 105 Eisenhower Parkway, Roseland, NJ 07608, hereinafter known as “Board Attorney.”

WHEREAS, on March 20, 2024 the Board qualified and appointed Marc E. Leibman, Esq., of the firm of Chiesa Shahinian & Giantomasi, PC (the “Firm”) as Board Attorney; and

WHEREAS, the Contract was awarded pursuant to the fair and open process whereby the position was publicly advertised prior to the award of the contract including the solicitation and receipt of qualification statements;

WHEREAS, both parties hereby agree that Attorney shall perform the duties of Attorney in and for the Board as prescribed by the laws of the State of New Jersey and by the rules and regulation made thereby by the Borough, including but not limited to those job descriptions and responsibilities as enumerated in this Contract.

NOW THEREFORE, it is agreed as follows:

1. **SERVICES WITH RESPECT TO BOARD ATTORNEY:**

Attorney shall provide the following services to the Board:

(a) Attend all regularly scheduled meetings of the Board, and as requested by the Mayor and Council and other Borough officials; and

(b) In addition to attendance at regularly scheduled meetings, Attorney shall perform the following legal services: and

(i) Be charged with the performance of all legal services of the Board, including those of legal advisor to the Board; and

(ii) Upon the request of the Mayor and Council, take the necessary steps to arrange for drafting Borough ordinances and developer's agreements; and

(iii) Represent the Board in matters so instructed and agreed to, in which the Board is a party or is interested; and

(iv) Promptly report to the Board and Mayor and Council, through the Borough Attorney, all lawsuits brought against the Board; and

(v) Attend special and emergency meetings of the Board; and

(vi) Represent the Board, and Borough, if so instructed by the Mayor and Council with respect to all Redevelopment matters; and

(vii) Perform such other duties as may be required by the Board.

(c) Board Attorney may designate any attorney who is a partner in or an associate with and employed directly by his firm to perform any specific service on behalf of the Borough pursuant to this Contract.

(d) Board Attorney is authorized to utilize computerized research, such as Westlaw as he deems appropriate and the Borough agrees to provide payment of said research services.

2. **COMPENSATION AS TO BOARD ATTORNEY:**

(a) Board Attorney shall be compensated as follows:

(i) **Salary.** Board Attorney shall receive no salary. Board Attorney shall not seek any pension, health or other benefits that other Borough employees may be eligible for.

(ii) **Charges.** For all legal services rendered, including the preparation for and attendance at regular meetings and litigation, Board Attorney shall be paid \$12,000 per year to be billed at the rate of \$1,000 per month. This fee shall compensate the Board Attorney for time expended at up to two monthly meetings, to reserve time for such meetings and general services (i.e. general correspondence, calls, emails, with Borough employees/Board members, consistency reviews and annual reports) but not including ordinance drafting, applicant resolutions or litigation. All matters, including application escrows will be billed in .25 increments as set forth in NJSA 40:55D-32.2(c). Special meetings shall be billed to applicant's escrows in a minimum amount of \$500.

The hourly rate for such services shall be \$185.00 per hour. If directed by the Borough Attorney with approval of the governing body, with respect to all developer's agreements and similar matters, Board Attorney shall be paid at the rate of \$185.00 per hour, to be paid through escrow. With respect to all redevelopment matters, pursuant to Interim Costs Agreement with redevelopers, Board Attorney shall be paid at the rate of

\$185.00 per hour, through escrow. Board Attorney shall submit detailed monthly invoices indicating the work performed and time expended in increments of .25 per event, as well as the cost thereof, together with the appropriate voucher form as prescribed from time to time by the Borough as permitted by N.J.S.A. 40:55D-53.2(c). Litigation shall be invoiced on individual matters. Said compensation shall be payable without interest and shall be paid by the Borough in accordance with standard payment procedures as maintained by the Borough and shall require the review and approval of the Mayor and Council.

(iii) **Expenses.** Board Attorney shall be entitled to reimbursement of reasonable out of pocket costs and expenses incurred by the JLU Board B Attorney in the course of his duties on behalf of the Borough. All of such expenses shall be itemized on the Board Attorney's billing and voucher submitted to the Borough.

3. **TERM:**

The Board engages the Board Attorney to render professional legal services to the Borough for a term commencing on March 20, 2024 and continuing through December 31, 2024 or until the qualification and appointment of a successor or at the pleasure of the Borough, whichever shall first occur or be exercised, respectively.

4. **DESIGNATION AS "PROFESSIONAL SERVICE":**

This Contract has been entered into by the Board of the Borough of Hillsdale with the Board Attorney without competitive bidding as a "Professional Service," pursuant to the pertinent provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., since the services to be performed by the Attorney constitute services rendered by a person authorized by a law to practice a profession,

whose practice is regulated by law, and the performance of which requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study.

5. **CERTIFICATION AND PROFESSIONAL RESPONSIBILITY:**

The Board shall not impose duties or constraints of any kind upon the Board Attorney which would require the Board Attorney to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the courts of the State of New Jersey, or any ordinance, administrative regulation or statute. The Board Attorney agrees to abide by the Rules of Ethics governing the conduct of lawyers, and all statutes, ordinances, administrative regulations, and rules governing the courts of the State of New Jersey relating to the performance of his duties.

6. **NOT AN EMPLOYEE:**

Board LUB Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. Board Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough but shall be that of the Board Attorney. In this regard, the Board Attorney shall keep in force at all times and has provided evidence of the existence of errors and omissions insurance in the responsive RFQ.

7. **TERMINATION:**

This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Board Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

8. **SEVERABILITY:**

It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Board and any other professional or employee is not to be read in pari-material with this Contract and shall convey to the Board Attorney no other rights other than those expressly referred to in this Contract.

9. **COMPLIANCE WITH STATE AND LOCAL REGULATIONS:**

(a) This Contract is one for "Professional Services", as same as defined by the New Jersey Public Contracts Law.

(b) The parties agree that this Contract is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplemented in order to effectuate any such regulation or statute. In such event, this Contract shall be amended accordingly, and the Board Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

10. **NON-DISCRIMINATION:**

The Board Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital

status, sex and/or any other protected class as defined under state or federal law. The Board 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, 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.

11. **N.J. BUSINESS REGISTRATION REQUIREMENTS:**

The Board Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. **PROHIBITION AGAINST ASSIGNMENT:**

The rights of the Board Attorney hereunder shall not be assigned, sublet or transferred by the Board Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

13. **ENTIRE AGREEMENT:**

This Contract represents the entire understanding between the Board and the Board Attorney and supersedes any and all prior understandings and agreements between the parties. No terms and conditions herein shall be changed, or altered, except with the written consent of the parties hereto, pursuant to the pertinent provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and the rules and regulations promulgated hereunder, including the approval of such modifications by the Board Body.

IN WITNESS WHEREOF, the parties have set their hand and seals on the date and year below written.

BY EXECUTING THIS DOCUMENT, I hereby certify that I and the Firm receiving this contract are in compliance with Hillsdale Borough Ordinances, and that no member or partner of the Firm made any donations or contributions in contravention of any provisions in the Hillsdale Borough Ordinances.

ATTEST:

**JOINT PLANNING BOARD,
BOROUGH OF HILLSDALE**

TONYA JANIERIO
Recording Secretary

By: _____
MEREDITH KATES, Chair

WITNESS:

**CHIESA SHAHINIAN &
GIANTOMASI, PC**

By: _____