TOWNSHIP OF MAPLEWOOD

RESOLUTION NO. 8-15

RESOLUTION
APPOINTING LABOR COUNSEL
GENOVA BURNS GIANTOMASI & WEBSTER
FOR 2015

WHEREAS, the Township of Maplewood ("Township") has a need to retain Labor Counsel by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.8; and

WHEREAS, the Township's purchasing agent has determined and certified that the value of the services may exceed $17,500.00; and

WHEREAS, the anticipated term of this contract is for one (1) year; and

WHEREAS, the law firm of Genova Burns Giantomasi & Webster submitted a proposal indicating they will provide services as Labor Counsel to the Township at the rate set forth in the Agreement annexed hereto and made a part hereof; and

WHEREAS, the law firm of Genova Burns Giantomasi & Webster completed and submitted a Business Entity Disclosure Certification which certifies that Genova Burns Giantomasi & Webster has not made any reportable contributions to a political or candidate committee in the Township of Maplewood in the previous one (1) year, and this Resolution prohibits the law firm of Genova Burns Giantomasi & Webster from making any reportable contributions through the term of the contract; and

WHEREAS, there are funds available to retain the law firm of Genova Burns Giantomasi & Webster.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. Pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the law firm of Genova Burns Giantomasi & Webster be and is hereby appointed as Labor Counsel for the Township of Maplewood for the year 2015, pursuant to the terms of the contract annexed hereto.

2. The law firm of Genova Burns Giantomasi & Webster is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.

3. The Mayor and the Township Clerk be and are hereby authorized to enter into a contract on behalf of the Township of Maplewood in connection with these services.

4. A copy of this Resolution shall be printed once in the News Record of Maplewood and South Orange and is to be retained on file in the Office of the Township Clerk.

5. The Business Entity Disclosure Certification and Determination of Value be placed on file with this Resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held on January 6, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey on this 6th day of January 2015.

ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated December 9, 2014 is made BETWEEN **Township of Maplewood**, 574 Valley Street, Maplewood, NJ 07040, referred to as "You", AND **Genova Burns LLC**, 494 Broad Street, Newark, NJ, 07102, referred to as "we" or "us".

1. Legal Services To Be Provided: You agree that we will represent you in the following matter: **Labor and Employment Matters and Other Matters are Assigned.**

The legal work includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters.

2. Additional Legal Services: If you need any other services which are not related to the above matter, we may make a new agreement to provide the other services; otherwise, the rates set forth in this Agreement shall govern.

3. Legal Fees: We cannot predict or guarantee what your final bill will be. This will depend on the amount of time spent on your case and the amount of other expenses.

A. Hourly Rate: You agree to pay us for legal services at the following hourly rates for services of all attorneys and paraprofessionals. These rates may change from time to time if our regular billing rate changes. You will be given at least thirty (30) days notice of any change in rate.

Partner $200.00
Of Counsel $200.00
Associate $200.00
Law Clerk/Paralegal $125.00

B. All Services Will Be Billed: You will be billed at the hourly rates set forth in paragraph 3A for all services rendered. This includes telephone calls (minimum charge of six (6) minutes), dictating and reviewing letters, travel time to and from meetings and the Court, legal research, preparation of pleadings and documents, negotiations and any other service related to this matter, as required.

4. Costs and Expenses: In addition to legal fees, you must pay the following costs and expenses if they become necessary: Experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, postage, facsimile, telephone costs, travel expenses, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees will be

discussed with and approved by you prior to being incurred. We may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

5. Statements: We will send you summary statements on a monthly basis. An itemized statement identifying each attorney activity by date, attorney and time expended will be made available to you upon request. We may require that costs and expenses (see paragraph 4) be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the service performed, the time expended and date performed.

6. Retention of the Entire Firm: You have retained the entire law firm. While one attorney shall be primarily responsible for your case and will directly supervise all aspects of it, we reserve the right to assign certain portions of the work in representing you to other attorneys within the firm.

7. Your Responsibility: You must fully cooperate with us and provide all information relevant to the issues involved in your matters. You must also pay all statements as required by this Agreement. You can reduce your legal fees substantially by complying with our requests for information on a timely basis and in an organized form. If you do not comply with these requirements, we may withdraw from representing you consistent with our ethical obligations to you, at which time you will pay us the full amount owed to us.

8. Termination: You are free to obtain a new attorney at any time. In such event you will notify us in writing of your desire to obtain a new attorney as soon as possible. You will pay us what you owe up to the time of that written notice. We will forward a copy of your file to the attorney of your choice. You or your new attorney will be responsible for the costs of such duplication of your file. If permission from a Court is required to effect a transfer to your new attorney, he or she shall have the responsibility for obtaining that permission.

9. Fee Arbitration: In the event of any fee dispute with you, you have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court. If you elect to pursue the fee dispute through fee arbitration, we will provide you with the applicable court rules for submission to fee arbitration upon your request.

10. No Guarantee: We agree to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. Our goal is the best net result for you, taking our fees and your costs into consideration. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter.

11. Reimbursement for Fees: If the nature of your case or matter seeks reimbursement from another party, insurer, or entity for your legal fees, we shall endeavor to obtain such reimbursement for you. Such efforts, however, will in no way diminish your primary responsibility to pay such fees and costs.

12. Signatures: All of us have read and agree to this Agreement. We have answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

GENOVA BURNS LLC

By: _____

TOWNSHIP OF MAPLEWOOD

By: _____

TOWNSHIP OF MAPLEWOOD
DISCLOSURE STATEMENT
Pursuant To Township Ordinance No 2339-06

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Genova Burns Giantomasi Webster has not made and will not make any reportable contributions pursuant to Township Ordinance No. 2339-06 that would bar the award of this contract to any Township elected official, Township candidate, Township candidate committee, Township joint candidates committee or political party committee representing the elected officials of the Township of Maplewood.

Part II – Ownership Disclosure Certification

[X] I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

[ ] Partnership [ ] Corporation [ ] Sole Proprietorship [ ] Subchapter S Corporation
[ ] Limited Partnership [X] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Angelo J. Genova	9 Frederick Ct., Cedar Grove, NJ 07009
James M. Burns	2 Alston Ct., Red Bank, NJ 07701
Francis J. Giantomasi	135 Four Seasons Dr., N. Caldwell, NJ 07006

Part III – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law

Name of Business Entity: Genova Burns Giantomasi Webster LLC
Signed: [signature] Title: Managing Partner
Print Name: Brian W. Kronick Date: 12/9/2014

Subscribed and sworn before me this 9th day of December, 2014

Alicia Franchino
(Affiant)

My Commission expires:

ALICIA FRANCHINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/4/2017

Alicia Franchino
(Print name & title of affiant) (Corporate Seal)