

RESOLUTION 1 - 2015

**RESOLUTION EMPLOYING BOROUGH ATTORNEY
FOR CALENDAR YEAR 2015**

WHEREAS, there exists a need for the appointment of a Borough Attorney to provide legal services and advice for the calendar year of 2014; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that a Resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised; and

WHEREAS, this appointment is made pursuant to an "Open and Fair" process in accordance with N.J.S.A. 19:44A-20.4, et seq.

WHEREAS, an invitation for Qualification Statements relating to this appointment was publicly advertised and proposals received and processed as a "fair and open process" as provided by N.J.S.A. 19:44A-20.4, et seq.;

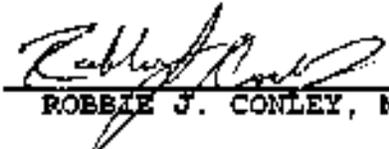
NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that **Barry N. Lozuka, ESQUIRE** be and is hereby appointed as Borough Attorney retroactively commencing JANUARY 1, 2015 and ending on DECEMBER 31, 2015;

BE IT FURTHER RESOLVED that the Mayor and Clerk be and are hereby authorized and directed to execute a Contract with the said Borough Attorney, the original of same attached hereto and hereby made a part hereof;

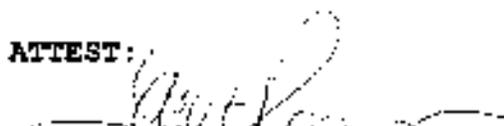
BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because said Contract encompasses a Professional service recognized, licensed and regulated by law;

BE IT FURTHER RESOLVED that this Resolution shall be published in the South Jersey Times within ten (10) days of its adoption.

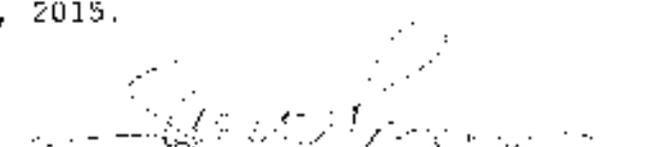
BOROUGH OF WOODBURY HEIGHTS

BY: 
ROBBIE J. CONLEY, MAYOR

ATTEST:


JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Reorganization meeting held on the 4th day of January, 2015.


JANET PIZZI, BOROUGH CLERK

CERTIFICATION OF AVAILABILITY OF FUNDS

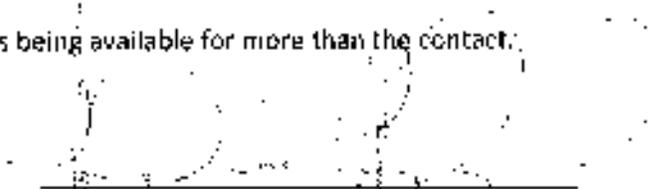
I, Victoria Holmstrom, being the Chief Financial Officer of the Borough of Woodbury Heights, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the proposed contract between the Mayor and Borough Council of the Borough of Woodbury Heights and Barry M. Lazuka.

The money necessary to fund said contract is in the maximum amount of \$78,000 and upon approval of the contract, all funds expended shall be charged to budget account numbers:

5-01-20-155-000-265

5-09-55-502-000-266

These funds are not being certified as being available for more than the contract.



Victoria Holmstrom, CFO

Date: 01/02/2015

Resolution # 1-2015

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made effective on the 1st day of January, 2014 by and between the Borough of Woodbury Heights, a municipal corporation of the State of New Jersey (hereinafter referred to as "Client") and Barry N. Lozuke, Esquire of the Law Firm of Barry N. Lozuke (hereinafter referred to as "Attorney"), for Professional Services to be performed by the Attorney or his firm Partners, Associate Attorneys and Staff for the period commencing January 1, 2015 through December 31, 2015.

Client and Attorney mutually agree, as follows:

1. Client appoints and retains the Attorney and his firm as Municipal Attorney to have charge of certain legal affairs of Client and such other duties and responsibilities entrusted to a Municipal Attorney under the Laws of the State of New Jersey with Attorney to be compensated as follows:

a. For and in consideration of payment of the sum of Seventy Thousand and Two Hundred and Ninety-Eight (\$70,298.00) Dollars in equal monthly installments during the above term, Attorney shall provide routine legal services to Client including, but not limited to, consultations with Client Officials, employees, consultants and staff; preparation of Ordinances and Resolutions; legal research, drafting of opinions and guidance documents; attendance at all meetings of the

governing body and conferences with committees, entities or individuals in connection with the business of Client; drafting of Contracts, correspondence and memoranda; and litigation representation in such matters within the expertise of Attorney or his firm at the non-appellate level of Superior Court or Administrative entities of the State of New Jersey. For all purposes of this Agreement, Attorney shall not be deemed or construed to be an Employee of Client and shall not be entitled to any benefits as an Employee.

b. All services performed in relation to litigation or other matters pending before local, county, state, federal or administrative agencies that in any manner may be billed to an account other than the Client, such as but not limited to developer escrow accounts or any other source of attorney's fees as permitted by law, shall be compensated at a rate of *One Hundred Seventy-Five (\$175.00) Dollars* per hour as recorded by Attorney in detailed billing statements to be provided to Client.

c. In all matters within the representation by Attorney, all advanced costs and expenses for filing fees, recording, duplication and other out-of-pocket fees or expenses incurred by Attorney in direct relation to Attorney's representation of Client shall be reimbursed to Attorney.

2. Attorney shall keep Client advised of the character and progress of all legal proceedings and claims by or against the Client and all other matters within the control of Attorney.

3. Attorney may be consulted at all times by officials, employees or professional consultants of the Client on all business requiring professional advice. Any written opinions or correspondence drafted by Attorney shall be provided to Client or Client's representatives.

4. Attorney shall promptly notify Client of all lawsuits brought against it and report in full to Client on all proceedings subsequently connected thereto.

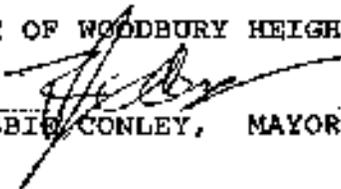
5. Client will hire and pay for counsel to represent Attorney in any lawsuit, claim or petition filed against the Attorney relating to any matter in which Attorney was acting in his official capacity as Attorney for Client.

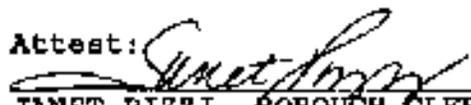
6. This Contract was authorized and approved subject to a "Fair and Open Process" as required by NJSA 19:44A-4, et seq and the applicable Ordinances of the Borough of Woodbury Heights.

7. Attorney does not have fifty or more employees including all officers and employees of every type. Attorney represents that he and his firm has complied with all Affirmative Action requirements of the State of New Jersey including those required by the Public Laws of 1975, Chapter 127 and the Rules and Regulations issued by the Treasurer of the State of New Jersey pursuant thereto. The attached Certification relates to the Attorney's representations hereinabove.

IN WITNESS WHEREOF, the parties hereto hereby make and execute this Contract as of the day and year first above written.

BOROUGH OF WOODBURY HEIGHTS, CLIENT

BY: 
ROBBIE CONLEY, MAYOR

Attest: 
JANET PIZZI, BOROUGH CLERK

LAW OFFICES OF BARRY N. LOZUKE

BY: _____
BARRY N. LOZUKE, ESQ.

Witness:

WDBYHTS.2015/Employment.Agreement.2015