

AGREEMENT FOR PUBLIC ADVOCATE

THIS AGREEMENT made and entered into on this 14 day of December, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **HARVEY S. GROSSMAN, ESQ.**, Attorney at Law of the State of New Jersey, located at 80 Main Street, Suite 530, West Orange, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Public Advocate before the West Orange Planning Board, West Orange Zoning Board of Adjustment or other Federal, State, or local public body as a representative of the public interest;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Public Advocate for the period January 1, 2017 through December 31, 2017 at the following rates:

- (a) \$3,500 per year; and
- (b) \$250 per meeting to prepare for and attend any and all special meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, to be paid by the applicant from the applicant's escrow accountant before either the West Orange Planning Board or the West Orange Zoning Board of Adjustment.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval directly from the TOWNSHIP's governing council before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparation for and attendance at all meetings, including regular and special meetings of the West Orange Planning Board and West Orange Zoning Board of Adjustment meetings, as well as any other public meetings which require attendance by the Public Advocate pursuant to Chapter 2, Subsection 9.5 of the Revised General Ordinance of the Township of West Orange, and all related matters. COUNSEL shall not be required to attend meetings where the public interest is not implicated.

5. COUNSEL agrees and recognizes that his responsibilities will be consistent with the purpose set forth Chapter 2, Subsection 9.5(b) of the Revised General Ordinance of the Township of West Orange.

6. COUNSEL may not commence litigation without an appropriation in the Municipal Budget upon notice to the TOWNSHIP's Governing Body and COUNSEL shall not exceed the monies appropriated in the budget for litigation expenses.

7. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. In the event COUNSEL undertakes litigation following approval and appropriation from the Township's Governing Body, COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year
first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

LAW OFFICE OF HARVEY S. GROSSMAN

WITNESS:



By: _____
HARVEY S. GROSSMAN, ESQ.