

ATTACHMENT "A"

PROFESSIONAL EXPERIENCE

- 1999-present Community Health Law Project, Bloomfield, New Jersey
Senior Staff Attorney II (2006-present); Senior Staff Attorney I (2002-2006)
- Provides legal services, ranging from advice to representation before state and federal courts, to low-income, disabled clients, specializing in the following areas of law: housing (landlord-tenant, public housing application denials and terminations); family (divorce, custody, standby guardianship, child support); public health insurance (Medicaid, Medicare, charity care); Social Security (Disability and SSI determinations); estate planning (Last Will and Testament, Power of Attorney, Advance Directive for Health Care); and consumer law (Federal Debt Collection and Practice Act, Chapter 7 Bankruptcy, Identity Theft).
 - Provides specialized legal services to targeted populations (Ryan White; seniors/elders) by advising on specific legal issues directly affecting them.
 - Provides supervision and training to legal interns, staff advocates (paralegals) and staff attorneys. Assigns case work to staff advocates and interns.
 - Facilitates seminars on legal and policy-related topics to consumers, professionals and students. Organizes and facilitates legal clinics at community-based organizations.
 - Contributes written work (articles) to the *NEMA News*, *The Independent* and *NJWAN News*.
- Staff Attorney (1999-2002)
- Provided legal services to disabled clients on matters involving housing, family, public health insurance, Social Security, estate planning and consumer law.
 - Facilitated presentations on managed care and Medicare consumer rights to older adults.
 - Facilitates seminars on legal and policy-related topics to consumers, professionals and students.
- 2010-2012 Essex County College, Newark, New Jersey
Wise Women's Center, Adjunct
- Lectured on bankruptcy law basics related to Chapters 7 and 13 under the United States Bankruptcy Code to non-matriculating students.
- 2002 NJ Human Development Corporation/PROJECT REBUILD, Trenton, New Jersey
Consultant/Facilitator
- Facilitated a six-week family strengthening program for Essex County families affected by HIV/AIDS to teach them methods on improved communication about HIV/AIDS issues and general family dynamics. Coordinated recruitment and registration of family participants as well as vendor selection.
- 1998-1999 Hyacinth Foundation, New Brunswick, New Jersey
Assistant Director of Public Policy and Legal Services
- Supervised a statewide legal advocacy staff.
 - Coordinated NJSBA-funded statewide legal educational programming and a pro bono attorney referral network.
 - Drafted estate planning documents and represented clients at administrative law hearings.
 - Facilitated speaking engagements on HIV/AIDS legal topics at agencies, community-based organizations and academic institutions.

- 1997-1998 Office of Legal Management, UMDNJ/University Hospital, Newark, New Jersey
 Legal extern/assistant
- Prepared legal research, legal memoranda on academic and health care issues.
 - Prepared presentation materials for hospital staff compliance trainings.
 - Attended community and academic meetings.
- 1997-1998 Donahue, Braun, Hagan & Klein, Short Hills, New Jersey
 Law clerk/extern
- Prepared legal research, legal memoranda on matrimonial law issues. Drafted motions and pleadings.
- 1993-1995 Institute for Health, Health Care Policy and Aging Research, New Brunswick, New Jersey
 High Blood Pressure Project Coordinator (1995)
- Coordinated an NIH funded project, *"Health Perceptions of African American Elderly."*
 - Supervised staff interviewers and organized collaborative work with local health center.
 - Performed data entry, interviewing, analysis and questionnaire piloting.
- Research Assistant (1993-1995)
- Performed data entry, interviewing, analysis and questionnaire piloting.

EDUCATION & TRAINING

J.D., Seton Hall University School of Law, Newark, New Jersey
 B.S., Rutgers University, New Brunswick, New Jersey (Public Health/Africana Studies); Carr Scholar

AWARDS & RECOGNITIONS

National Bar Institute, Fellow, 1997-1998
 Brian Finnegan Outstanding Advocate, DIAL, Inc., September 2000
 Proclamation for Outstanding Services to People Living with HIV/AIDS, City of East Orange, February 2003
 Outstanding Service Provider, Essex County Kids Connection, December 2003
 Outstanding Legal Volunteer Recognition, Hyacinth AIDS Foundation, April 2004
 Outstanding Dedication in Fight against HIV/AIDS, NJ STOP AIDS/NJCRI, December 2009
 Provisional Member of the Year, Junior League Montclair-Newark, Inc., June 2012

PROFESSIONAL & COMMUNITY AFFILIATIONS

Admitted in New Jersey, United States District Court of New Jersey, December 1998
 Member/Chair, Access to Justice Subcommittee, Essex Vicinage Advisory Committee on Minority Concerns
 1999-2012
 Member, Board of Trustees, New Jersey Women & AIDS Network, 1999-2009
 Member, Newark Eligible Metropolitan Area HIV Health Services Planning Council, 2004; Treasurer, 2004 -2013;
 Chair, Comprehensive Planning Committee, 2005-2010; Vice Chair, 2013-present
 Member, Dean's Diversity Council, Seton Hall University School of Law, 2009-present
 Member, Rent Leveling Board, West Orange, New Jersey, 2010; Chair, 2013
 President, West Orange African Heritage Organization, 2010-2012
 Member, Junior League of Montclair-Newark, 2011; Education and Training Chair, 2013; Community VP, 2014
 Mentor, Seton Hall Law Third-Year Mentoring Program, 2012-present
 Member, Association of Black Women Lawyers of New Jersey; Garden State Bar Association; American Bar Association

ATTACHMENT "B"

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of December, 2014 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 **BRYN N. WHITTLE, ESQUIRE**, Attorney at Law of the State of New Jersey, located at 5 Suzan Court, #C-4, 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 Ms. Whittle to serve as Prosecutor for the Township on the terms set forth herein;

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 Bryn N. Whittle as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2015 through December 31, 2015 at the rates set forth on **Schedule "A,"** annexed hereto. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. 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 Available 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. 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. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. 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. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, she shall be solely responsible to obtain timely coverage for all West Orange sessions at her sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

11. 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.

12. 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

WITNESS:

By: _____
BRYN N. WHITTLE, ESQ.

SCHEDULE A

PERIOD	RATE
January 2015 – February 2015	\$500/week
March 2015 – April 2015	\$750/week
May 2015 – December 2015	\$1,000/week

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