

RESOLUTION NO. 2015-\_\_\_\_\_

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LIEBERMAN AND BLECHER PC. PRINCETON, NEW JERSEY FOR ENVIRONMENTAL LEGAL SERVICES FOR THE CITY OF VINELAND.

WHEREAS, there are several substantial environmental issues presently facing the City of Vineland, including contamination of Burnt Mill Pond from Shield Alloy Metallurgical, a Superfund site, Pure Earth site which is a potential Superfund site, and Kiltone site, a recently discovered contaminated site and potentially a Superfund site ; and

WHEREAS, the city of Vineland has a need to acquire such professional legal services to assist the City in protecting the citizens from such issues as a Non-Fair and Open Contract pursuant to NJSA 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, the Law Firm of Lieberman and Blecher, Princeton, New Jersey is a Law Firm that specializes in environmental law and litigation, with year of experience, including prior representation of the City of Vineland and has submitted a proposal indicating they will provide the professional services in an amount not to exceed \$25,000.00; and

WHEREAS, Lieberman and Blecher. has completed and submitted a Business Entity Disclosure Certification for Non-Fair And Open Contract which certifies that the firm has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Lieberman and Blecher from making any reportable contributions through the term of the contract or its extension to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded have been certified by the City Comptroller; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40 A: 11 – 1, et seq.) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A – 20.5 with Lieberman and Blecher PC Princeton, New Jersey for Professional Services for Environmental Legal Services for the City of Vineland in an amount not to exceed \$25,000.00, for specified services, plus reimbursable expenses, for a contract not to exceed one year beginning October 13, 2015.

2. That this Professional Services Agreement is awarded without competitive bidding in accordance with NJSA 40 A: 11 – 5 (1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. That a notice of this action shall be printed once in the daily Journal.

Adopted:

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President of Council

ATTEST:

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City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

\_\_\_\_\_  
(DATE)

1. Service (detailed description): Legal representation for three contaminated sites in Vineland, Kiltone, Pure Earth and Burnt Mill Pond \_
2. Amount to be Awarded: \$ Not to Exceed \$25,000.00
3.  Encumber Total Award  
 Encumber by Supplemental Release
3. Amount Budgeted: \$25,000.00
4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_
5. **\*\*Account Number to be Charged: Self-insured Account, Burnt Mill Pond**
6. Contract Period: October 12, 2015-October 12, 2016
7. Date To Be Awarded: October 13,2015
8. Recommended Vendor and Address: Lieberman and Blecher, PC, 10 Jefferson Plaza, Princeton, Nw Jersey 08904
9. Justification for Vendor Recommendation:(attach add'l information for Council review)  
This Law Firm specializes in Environmental Issues and has represented the City in two of the above matters. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Non-Fair & Open (Pay-to-Play documents required)  
 Fair & Open: How was RFP advertised? \_\_\_\_\_
10. Evaluation Performed by: Richard P. Tonetta
11. Approved by: \_\_\_\_\_  
\_\_\_\_\_
12. Attachments:  
 Awarding Proposal  
 Other: \_\_\_\_\_

- **Send copies to:  
Purchasing Department  
Business Administration**

**\*\* If more than one account #, provide break down**



LIEBERMAN  
& BLECHER P.C.

Stuart J. Lieberman  
Attorney at Law  
SJL@LiebermanBlecher.com

Reply to Princeton Office

10 Jefferson Plaza | Suite 400 | Princeton | NJ | 08540  
Telephone 732.355.1311 Facsimile 732.355.1310

845 Third Avenue | 6th Floor | New York | NY | 10022  
Telephone 646.290.5121 Facsimile 646.290.5001  
BY APPOINTMENT ONLY

October 6, 2015

**VIA EMAIL AND CERTIFIED MAIL**

Richard P. Tonetta, Esq.  
Solicitor, City of Vineland  
640 E. Wood Street  
P.O. Box 1508  
Vineland, NJ 08362

***RE: Proposal for continued services***

Dear Mr. Tonetta:

On behalf of Lieberman & Blecher, P.C., I am pleased to provide a proposal for environmental services to the City of Vineland. We will provide environmental counsel and litigation services to Vineland.

Please find the enclosed retainer indicating our rates, which we charged last year. We understand that our proposal will not exceed \$25,000 and will only exceed that amount if we are given express approval from Vineland's governing body.

Please do not hesitate to contact me if you would like to further discuss this proposal. Please sign and return the enclosed retainer at your earliest convenience. We look forward to continue working with you.

Very truly yours,

Stuart J. Lieberman, Esq.  
of LIEBERMAN & BLECHER, P.C.

SJL/jsd  
Encl.



Reply to Princeton Office

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Telephone 732.355.1311 | Facsimile 732.355.1310

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Telephone 646.290.5121 | Facsimile 646.290.5001  
BY APPOINTMENT ONLY

### AGREEMENT TO PROVIDE LEGAL SERVICES

This Agreement to provide legal services (hereinafter the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Lieberman & Blecher, P.C.** (hereinafter the "Firm") and **City of Vineland** (hereinafter collectively referred to as the "Client").

1. **The Matter.** It is understood that the Client enters into this Agreement to retain the Firm for the purpose of providing legal representation concerning the Client's interest in **Environmental Projects designated by the City of Vineland** (the "Project"), as well as potential litigation related to the Project. The structure of this Agreement applies only to this matter. Any other representation by the Firm arising out of or in the course of this project will be billed to the Client at the Firms' prevailing hourly rates unless an alternative agreement is reached by the Firm and the Client in writing.

2. **Legal Services.** The Firm will provide legal services by investigating the relevant facts (including, but not limited to interviewing individuals where and when appropriate, conducting file reviews and compiling data from local, state and/or federal agencies), reviewing and preparing documents as necessary, providing legal research and strategy, facilitating communications with interested parties (including, but not limited to, litigants, opposing counsel, insurance carriers, consultants and experts), attending meetings, and making court or other appearances as necessary.

Should the Firm file suit on behalf of the Client, or provide a legal defense for the Client, the Firm will provide all litigation services, up to and including appearance at trial, alternative dispute resolution or other proceeding. It is understood that the scope of the Firm's representation of the Client does not include any appellate services, nor is the Firm obligated to pursue an appeals on behalf of the Client. Should the Client wish to engage the Firm to pursue an appeal, the Firm and the Client may agree to extend this Agreement or enter into a separate agreement as the circumstances may require.

The Client understands that communication and cooperation between the Client and the Firm are essential to the provision of the aforementioned legal services. The Client hereby agrees to remain in contact with the Firm at all times, to provide the Firm with truthful and accurate information, and to cooperate with the Firm at all stages of the Client's Matter. Client hereby agrees that Firm may be relieved as counsel should Client fail to keep Firm advised of Client's current mailing address, phone number, and email addresses at all times, or if Client fails to cooperate with the Firm.

3. **Legal Fee.** The Client hereby agrees to compensate the Firm for the actual time spent by the Firm in providing the aforementioned legal services to the Client. The Firm shall

This document is privileged and confidential. Its existence and contents are subject to the attorney-client privilege, the work product doctrine, and the common interest privilege, among others. This document may not be shared with anyone other than the Firm, Client or their duly authorized representatives. If released to any third party not herein described, such release is inadvertent and does not constitute breach of any privilege.





record all time spent on behalf of the Client in at least six (6) minute increments, which shall be billed to the Client pursuant to the Firm's prevailing hourly rates, as follows:

- a. Services performed by a Senior Shareholder..... \$225.00 ~~\$500.00~~/hour
- b. Services performed by a Junior Shareholder .....\$225.00 ~~\$425.00~~/hour
- c. Services performed by a Senior Associate.....\$225.00 ~~\$350.00~~/hour
- d. Services performed by a Junior Associate .....\$225.00 ~~\$295.00~~/hour
- h. Services performed by a Paralegal..... \$95.00 ~~\$145.00~~/hour
- i. Services performed by a Project Assistant.....\$95.00/hour

The Client understands that the above-referenced hourly rates represent the firm's current fee schedule in effect at the time of the making of this Agreement. The Client further understands and agrees that circumstances may require an increase in the hourly rates defined above. In the event that such an increase is required, the Firm shall provide the Client with at least thirty (30) days written notice prior to such a rate increase.

4. **Payment of Legal Fees.** The Firm shall provide the Client with monthly invoices for fees and disbursements (*i.e.*, out-of-pocket expenses), which shall be payable immediately upon receipt. Balances that are not paid within thirty (30) days will be assessed interest at an annual percentage rate of 18%. Any and all interest will become due and owing as fees. Furthermore, the Client understands and agrees that the Firm shall be entitled to withdraw as counsel to the Client in the event of nonpayment of fees. Should attorney fees and/or costs be incurred in the collection of fees or expenses owed to the Firm pursuant to this Agreement, including, but not limited to attorneys' fees and costs of suit, such fees and expenses will be included in the total amount owed by Client to the Firm.

- a. **Form of Payment.** Payment of the Firm's invoices may be made by check or major credit card. Checks shall be made payable to Lieberman & Blecher, P.C. and mailed to the Firm at 10 Jefferson Plaza, Suite 400, Princeton, NJ 08540. The Client may remit credit card payment by telephone at 732.355.1311. In addition, the Client may pay invoices online through [www.PayPal.com](http://www.PayPal.com) by directing payment to: [Accounts@LiebermanBlecher.com](mailto:Accounts@LiebermanBlecher.com)

5. **Final Amount Due.** The Client hereby agrees to raise any questions relating to an invoice issued by the Firm within thirty (30) days of the date of the invoice. Any and all fees and disbursements will be deemed final and accepted by the Client if not questioned, in writing, within the aforementioned thirty (30) day period. Invoices may be questioned via e-mail to [Accounts@LiebermanBlecher.com](mailto:Accounts@LiebermanBlecher.com).

6. **Costs Associated with Legal Representation.** All costs, disbursements and out-of-pocket expenses associated with the legal services provided by the Firm shall be the

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responsibility of the Client. Such costs and expenses may include, but may not be limited to, regular photocopying and scanning/imaging of documents, postage and delivery, telephone and facsimile, court and agency filing fees, case-related travel (including standard automobile mileage as dictated by the Internal Revenue Service, public transportation, airfare, parking, lodging and meals, as the circumstances may require). Should the representation of the Client require an appearance of over six (6) hours in length, the Client shall be responsible for reasonable meal costs, and if required, overnight accommodations. In a litigation setting, such costs and expenses may also include, but may not be limited to, court reporting fees (i.e., stenographers and videographers), experts, and other litigation support service as circumstances may require.

On behalf of the Client, the Firm shall advance individual costs and expenses that do not exceed \$250.00. Such disbursements will be included in the Client's monthly invoices and will become due and owing as fees payable to the Firm in the time and manner described in paragraph 4. Any individual cost or expense that exceeds \$250.00 shall be the direct and sole responsibility of the Client. While the Firm may arrange for the underlying service resulting in said costs, the Client shall make immediate payment to the Firm or directly to the Firm's vendor(s), as the circumstances may require. The Firm shall make reasonable efforts to advise the Client when individual costs or expenses exceeding \$250.00 are to be expected. The Client understands and agrees that the Firm may elect to advance costs in excess of \$250.00 in certain circumstances. In those circumstances, the Firm shall include the disbursement in the Client's monthly invoices, and will become due and owing as fees payable to the Firm in the time and manner described in paragraph 4.

7. **Withdrawal from Representation.** The Client understands and agrees that the Firm may decide not to proceed with the Client's case based on information developed during the process of case investigation and preparation. If such a decision is made, the Firm shall advise the Client in writing. The Client also understands and agrees that the Firm shall be entitled to withdraw as Counsel in the event of nonpayment of fees and/or expenses. In the event that the Firm is compelled to file a lawsuit to collect fees and/or expenses not paid by the Client pursuant to this Agreement, the Client understands and agrees that the Client will be responsible for all attorneys' fees and costs arising in the course of such a collection action.

8. **No Guarantee.** The Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the Client. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict, or guarantee results or the final outcome of any case. Any communications between the Firm and the Client regarding the potential outcomes of any claim or proceeding shall not rise to the level of predictions or outcomes.

9. **Document Retention.** During the course of its work for the Client on this matter, the Firm may maintain hard copy and/or electronic files relative to this matter. At the conclusion of this matter, the Firm will provide the Client with a copy of these files if Client makes a request

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for same. Thereafter, the Firm will maintain a copy of the files for a period of six (6) years. At the conclusion of this six (6) year period, the Firm may destroy all files relating to this matter. The Client understands and agrees to the aforementioned document retention policy.

10. **Signatures.** The Client and the Firm have read and agreed to this Agreement. The Firm has fully explained this Agreement to the Client and provided the Client with a copy.

This Agreement may be signed in counterpart.

**For the Firm:**

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LIEBERMAN & BLECHER, P.C.  
10 Jefferson Plaza, Suite 400  
Princeton, New Jersey 08540  
Tel.: (732) 355-1311  
Fax: (732) 355-1310  
e-mail: law@liebermanblecher.com  
Fed ID No.: 22-3702520

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**For the Client:**

\_\_\_\_\_  
Full Printed Name of Client

\_\_\_\_\_  
Full Printed Title of Authorized Representative (if applicable)

\_\_\_\_\_  
Signature of Client/Authorized Representative

\_\_\_\_\_  
Main Address

\_\_\_\_\_  
City, State, ZIP

Tel.: \_\_\_\_\_

Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

\_\_\_\_\_  
Email Address

Federal ID No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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