

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT, entered into as of the ____ day of February, 2021, by and between the **Township of Montville Board of Health, County of Morris and State of New Jersey** (hereinafter referred to as the “MTBOH”) and David C. Pennella, Esq. Attorneys-at-Law of the State of New Jersey (hereinafter referred to as “Attorney”) retroactively to January 1, 2021.

WHEREAS, David C. Pennella, Esq. is to be the Attorney primarily responsible for the representation of MTBOH; and

WHEREAS, the MTBOA desires to engage the Attorney to render certain technical advice and legal assistance in connection with the Operation of the MTBOH; and

WHEREAS, the MTBOH, by Resolution appointed David C. Pennella, Esq as the MTBOH on February ____ 2021; and

WHEREAS, the Attorney is desirous of providing the services set forth herein.

NOW, THEREFORE, the parties do mutual agree as follows:

1. SCOPE OF SERVICES

a. **General Retainer:** This will include all general services including attendance at the Regular Meetings of the MTBOH legal advice to the MTBOH (not to exceed two hours per month). These services to the MTBOH will be rendered for a fee of \$4,800. For 2021 which sum may be billed on a monthly basis by Voucher.

b. **Litigation, Ordinance, Preparation and Extraordinary Services.**

Litigation, Ordinance preparation and all services not covered by the monthly retainer will be billed at an hourly rate of \$165.00 per hour, and such service must be preapproved by the MTBOH, said payments to be Billed by Vouchers. This included any appearances in the Trial

courts of this State, the United States or any Federal, State, Local County trial or administrative proceedings.

c. **Disbursements:** It is further understood and agreed that the MTBOH shall reimburse the Attorney for direct out-of-pocket expenses and disbursements, such as reproduction of legal documents, long distance telephone calls, court costs, filing fees, postage, etc. in connection with legal matters handled by him, but shall be made, from time to

2. **TIME OF PERFORMANCE:** The services of the Attorney commenced on January 1, 2021 and conclude on December 31, 2021.

3. **AFFIRMATIVE ACTION LANGUAGE:** During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the armed forces of the United States, disability or nationality. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to the above listed items. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation.

4. **POLITICAL CONTRIBUTION DISCLOSURE:** This contract has been awarded to **David C. Pennell, Esq.** based on the merits and abilities of **David C. Pennella, Esq.** to provide the goods or services as described herein. This contract was not

awarded through “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et .seq. As such, the undersigned does hereby attest that **David C. Pennella, Esq.**, its subsidiaries, assigns or principals controlling an excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, as amended by P.L. 2005, c. 51, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

5. SEVERABILITY: If any portion of this contract is declared invalid or in conflict with any law of the State, the validity of the remaining portions shall not be affected.

IN WITNESS WHEREOF, the authorized Township officials of the Township of Montville and the Attorney have executed this Agreement as of the first date above written.

ATTEST:

TOWNSHIP OF MONTVILLE
BOARD OF HEALTH

Amanda Rizzo, Board Secretary

Charles J. Perry, Chair Person

WITNESS:

David C. Pennella, Esq.