

2022 – 11 - 1

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN  
CONTRACT FOR LEGAL SERVICES**

WHEREAS, the Board of Fire Commissioners, Fire District #7, Fords, NJ has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S. A. 19:44A-20.4 or 20.5 as appropriate; and,

WHEREAS, the Board of Fire Commissioners, Fire District #7, Fords, NJ has determined and certified in writing that the anticipated value of the acquisition may exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is four (4) months and may be extended each calendar year there from as approved by this governing body; and

WHEREAS, Law Offices of Christopher T. Howell, Esq. has submitted a proposal on or around November 1, 2022 indicating they will provide the Legal Service for the Fords Board of Fire Commissioners for the fee of \$8,000.00 beginning on November 1, 2022 and ending February 28, 2023; and

WHEREAS, the Board of Fire Commissioners, Fire District #7, Fords, NJ has approved said proposal; and

WHEREAS, Law Offices of Christopher T. Howell, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Law Offices of Christopher T. Howell, Esq. has not made any reportable contributions to a political or candidate committee of the Board of Fire Commissioners, Fire District #7, Fords, NJ in the previous one year, and that the contract will prohibit the Law Office of Christopher T. Howell, Esq. from making any reportable contributions through the term of the contract, and

WHEREAS, Maria Bucsanszky, Clerk of the Fords Board of Fire Commissioners, has hereby certified that the amounts of the contract to be awarded may exceed \$17,500 and as to availability of adequate funds from the appropriate line items of the official budget to which the contract will be property charged as required pursuant to N.J.A.C. 5:30-5.4.

NOW THEREFORE, BE IT RESOLVED that the Board of Fire Commissioners, Fire District #7, Fords, NJ authorizes Brian Henry to enter into a contract with Law Offices Christopher T. Howell, Esq. as described herein; and,

BE IT FURTHER RESOLVED that the two-year Vendor Certification; Business Disclosure Entity Certification, the Determination of Value and the Vendor's NJ Business

Registration Certification be placed on file with this resolution and same has been electronically filed with State of New Jersey Chapter 51 Review Unit; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Fire Commissioners, Fire District #7, Fords, NJ shall forthwith cause to be printed once, in a newspaper authorized by law to publish its legal advertisements, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in office of the Clerk, as required by N.J.S.A. 40A:11-5(1)(a)(i)

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT #1

  
BRIAN HENRY – PRESIDENT

ADOPTED: November 7, 2022

I hereby certify that the above is a true and exact copy of the resolution adopted by the Board of Fire Commissioners, Fire District #7, Township of Fords at their regular meeting held on November 7, 2022.



## **AGREEMENT TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT, November 1, 2022 is made

BETWEEN the Client,

**FORDS BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT #7**

whose address is **667 King Georges Road, Fords, NJ 08863**

referred to as "the Board",

AND

**LAW OFFICES OF CHRISTOPHER T. HOWELL, ESQ.**

whose address is **315 Broad St., Bloomfield, NJ 07003,**

referred to as the "Law Firm",

1. **Term of Agreement:** This agreement shall be for four(4) months commencing on November 1, 2022 and end on February 28, 2023.

2. **Legal Services To Be Provided.** The "Board" agree that Christopher T. Howell, Esq. will represent the "Board" for all legal matters as follows:

1. prosecute, defend or appeal any matters in arbitration, Public Employment Relations Commission (PERC) or the Superior Court of New Jersey, Law Division;
2. contract review and contract negotiation;
3. all related matters pertaining to Local Public Contract Law N.J.S.A. 40A:11-1 et seq;
4. review of all past practices, grievances and arbitrations;
5. attendance at meetings as required with the Board of Fire Commissioners;
6. attendance at meetings with representatives of Local;
7. any conferences in person and by telephone with the Board, Both labor and management;
8. all related legal matters to properly and effectively represent the Board.

3. **Other Legal Services.** The "Board" and the Law Firm may make additional agreements to provide for legal services not covered by this Agreement. Without such agreements, the Law Firm is not required to do any of the following:

1. Defend any labor and/or employment litigation/lawsuits Involving the Americans with Disabilities Act, as amended, 42 USC §12101 ("ADA") ; Age Discrimination in Employment Act of 1967, 29 USC §1001 ("ADEA"); Family and Medical Leave

Act, 29 USC §2601 ("FMLA"); the Fair Labor Standards Act of 1964, 29 USC §201 ("FLSA"); the Equal Pay Act, 29 USC §206 (d; Title VII of the Civil Rights Act of 1964, 42 USC §2000c ("Title VII"); the Conscientious Employee Protection Act, NJSA 34:19-1 ("CEPA"); the New Jersey Law Against Discrimination, NJSA 10:5-1 ("NJLAD"); Municipal Land Use Law, NJSA 40:55D-1 ("MLUL").

2. any other matter not specifically set forth herein or reasonably related thereto.

4. **Legal Fees.** The Law Firm cannot predict or guarantee what the final bill will be. This will depend on the time spent in representing the Board throughout the calendar year herein stated and the amount of other costs and expenses.

A. **Initial Payment.** **\$0,000.00**

B. **Minimum Fee.** **\$8,000.00**

The minimum fee shall be paid in equal installments of \$2,000.00 per month commencing November 1, 2022 and ending February 28, 2023.

C. **Hourly Rate.** The "Board" agrees to pay the Law Firm for all legal services as outlined in paragraph 3 above the following rate:

**Billable Hourly Rate:** **\$250.00**

D. **All Services Will Be Billed.** The "Board" will be billed monthly for services rendered during the preceding month. The Billing statement will detail the specific services rendered, the amount of time expended for each of the listed services and the hourly rate set forth in Paragraph 3C for all services rendered. This includes telephone calls (minimum charge of 6 minutes), dictating and reviewing letters travel time to and from meetings, legal research, negotiations and any other service relating to this matter.

E. **Increased Legal Fees.** The Rules of Court allow attorneys to charge additional fees in certain cases. The "Board" will not however be charged an additional amount above the Minimum fee (paragraph 3B) set forth in this Agreement unless the "Board" and Law Firm expressly agree to such additional charges. If such an additional fee is charged, all reasons for such charges will be explained in detail.

5. **Costs and Expenses.** In addition to legal fees, "the Board" must pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, service fees, investigator fees, depositions costs, messenger services, photocopying charges, telephone toll calls, postage and any other necessary expenses in this matter.

The Law Firm may require that expert (s) be retained directly by the "Board". The "Board" would then be solely responsible to pay the expert(s).

6. **Bills.** The Law Firm will send the "Board" itemized billing statement from time to time or at any time requested by the "Board". The Law Firm may require that costs and expenses (see Paragraph 4) to be paid in advance. All other bills for costs and legal expenses are due upon receipt. The "Board" will be charged interest at a yearly rate of 0% on any balance due that is not paid within thirty (30) days from the date of the bill.

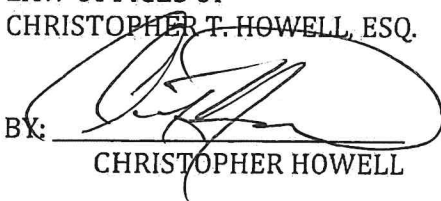
7. **The "Board's" Responsibility.** The "Board" must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. The "Board" must also pay all bills as required by the Agreement. If the "Board" does not comply with these requirements, the Law Firm may ask the court for permission to withdraw from representing the "Board". The Law Firm will also withdraw at the "Board's" request.

8. **No Guarantee.** The Law 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 "Board". 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.


9. **Signatures.** The "Board" and the Law Firm have read and agree to this Agreement. The Law Firm has answered all the "Board's" questions and fully explained this Agreement to the "Board's" complete satisfaction. The "Board" have been given a copy of this Agreement.

LAW OFFICES OF  
CHRISTOPHER T. HOWELL, ESQ.

BY:

  
CHRISTOPHER HOWELL

FORDS BOARD OF FIRE  
COMMISSIONERS, FIRE DISTRICT #7

  
BRIAN HENRY - PRESIDENT