

**AGREEMENT FOR SERVICES
2018 LEGAL SERVICES POOL**

THIS AGREEMENT dated the 1st day of January, 2018 between the Township of Brick, a municipal corporation of the State of New Jersey having its principal offices located at 401 Chambers Bridge Road, Brick, NJ 08723 hereinafter referred to as ("**Township**") and **Starkey, Kelly, Kenneally, Cunningham & Turnbach, 2 Hooper Avenue, Toms River, NJ 08753** hereinafter referred to as ("**Professional**"); and

WHEREAS, the Township desires to employ the firm of the **Professional** to provide professional **Legal Services Pool**.

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

1. The Attorney shall provide all legal services required at a rate of \$165.00 per hour. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2018 as amended and supplemented.
2. The Attorney shall have discretion to delegate to any member of his law firm such portions of his duties as he may choose and the rate of \$165.00 per hour shall apply to services rendered by such other members of his firm.
3. The Attorney shall bill the Township for all services rendered. These services, by way of description but not by way of limitation, include the following: Expert's fees, court costs, accountant's fees, appraiser's fees, investigator's fees, deposition costs, messenger service charges, postage, word processing charges, courier services and any other services rendered on behalf of the Township.
4. That the **Professional** shall indemnify and hold harmless the Township, Council and their agents and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work provided that any such reasonable claim, damage, loss or expense (a) to the extent is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part of any negligent act or omission of the Township, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
5. That the term of this contract shall commence on January 1, 2018 and terminate on **December 31, 2018**.
6. That this contract is awarded as a Professional Service Contract in accordance with N.J.S.A. 40A:11-1 of the Local Public Contracts Law.
7. That this contract is being awarded pursuant to N.J.S.A. 19:44a-20.5, through a fair and open process.

8. That the parties of this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) and 5.3 of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 (affirmative action), as amended and supplemented from time to time.
9. That the parties of this contract agree to comply with the provisions of P.L. 2004, c.57 and P.L. 2009 c.315 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TOWNSHIP OF BRICK:

Signed by: John G. Ducey, Mayor

Signature: _____

ATTEST: _____

(seal)

Lynnette A. Iannarone, Township Clerk

STARKEY, KELLY, KENNEALLY, CUNNINGHAM & TURNBACH:

Signed by: _____

SCOTT W. KENNEALLY
ATTORNEY AT LAW OF NEW JERSEY

Signature: _____

ATTEST: _____

Kathleen M. Haggner, Witness