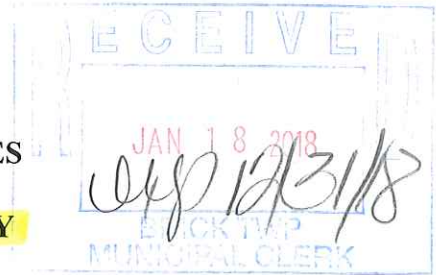


AGREEMENT FOR SERVICES

2018 TOWNSHIP ATTORNEY



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, New Jersey 08723 (hereinafter referred to as "Township"), and **Starkey, Kelly, Kenneally, Cunningham & Turnbach**, 2 Hooper Avenue, Toms River, NJ 08753 (hereinafter referred to as "Professional")

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Legal Services and to serve as Township Attorney for the year 2018.

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

1. The Professional is hereby retained as Attorney to serve in the Office of the Township Attorney for such term as is provided by N.J.S.A. 40:69A-43(b).
2. The Attorney shall provide all legal services required as the Township Attorney 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.
3. 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 the firm. Billing is provided on a tenth of an hour basis.
4. 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: telephone calls, dictating letters, reviewing letters, preparation of ordinances, preparation of resolutions, preparation of contracts, legal research, negotiations and any other services rendered on behalf of the Township. In addition to legal fees, the Township must pay costs and expenses as specified in the proposal.
5. The firm of Starkey, Kelly, Kenneally, Cunningham & Turnbach shall indemnify and hold harmless the Township, the 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.
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 and as a Fair and Open Contract in compliance with N.J.S.A. 19:44A-20.4, et. seq.

7. 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., N.J.A.C. 17:27 P.L.(affirmative action), as amended and supplemented from time to time.
8. 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.
9. That the term of this contract is for a period of one (1) year commencing on January 1, 2018.

IN WITNESS WHEREOF, the parties hereunto 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:

KEVIN N. STARKEY
ATTORNEY AT LAW OF NEW JERSEY

Signed by: _____

Signature: _____

ATTEST: _____

Kathleen M. Legner, Witness