

GILMORE & MONAHAN

GEORGE R. GILMORE
THOMAS E. MONAHAN
JEAN L. CIPRIANI
• Certified Civil Trial Attorney

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
ALLEN STREET PROFESSIONAL CENTER
TEN ALLEN STREET
P.O. BOX 1540
TOMS RIVER, NEW JERSEY 08754
(732) 240-6000 | FAX (732) 244-1840
WWW.GILMOREMONAHAN.COM

JARED J. MONACO
LAUREN R. STAIGER
ROBIN LA BUE
ANDREA E. WYATT
DENIS P. KELLY
CHRISTEN E. MCCULLOUGH
MICHAEL S. NAGURKA
BARRY A. STIEBER

—
Please reply to:
P.O. BOX 1540
TOMS RIVER, NEW JERSEY 08754

Of Counsel:
ANGELA M. KOUTSOURIS
CHRISTOPHER J. DASTI

February 26, 2019

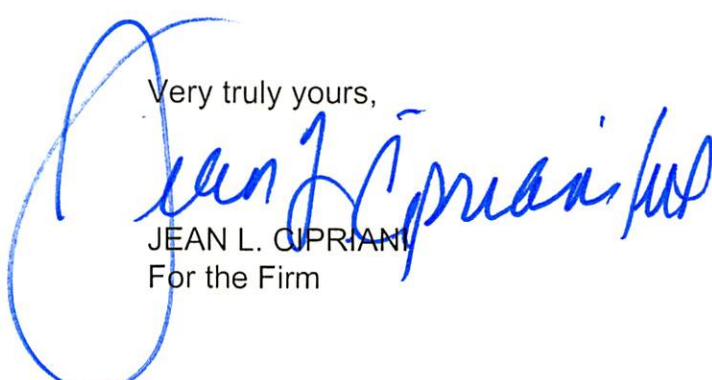
Linda Martin
Stafford Township
Acting Municipal Clerk
260 E. Bay Avenue
Manahawkin, NJ 08050

Re: Agreement for Professional Services

Dear Ms. Martin:

Enclosed please find fully executed Agreement For Professional Services as Attorney for the Township of Stafford.

Very truly yours,


JEAN L. CIPRIANI
For the Firm

Enc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of January 2019

BETWEEN: **TOWNSHIP OF STAFFORD**, a municipal corporation of the State of New Jersey, having its principal offices located at 260 East Bay Avenue, Manahawkin, New Jersey 08050 (hereinafter referred to as "Township");

AND: **JEAN L. CIPRIANI, ESQUIRE** of the firm **GILMORE & MONAHAN** having principal offices located at 10 Allen Street, P.O. Box 1540, Toms River, NJ 08754 (hereinafter referred to as "Attorney").

WHEREAS, there exists a need for Legal Services as Attorney of the Township of Stafford; and

WHEREAS, although the Local Public Contracts Law, *N.J.S.A.40A:11-1 et seq.* authorizes the award of contracts for "Professional Services" without competitive bids, the Township issued a request for proposal for professional service contracts in accordance with the competitive negotiation procedure as delineated within Chapter 23, Article 4, of the Township Code of the Township of Stafford entitled "Competitive negotiations for professional services contract"; and

WHEREAS, a determination of value has been made by the Township that said contract shall be a value in excess of \$17,500.; and

WHEREAS, said competitive negotiation procedure satisfies the requirements of a fair and open process under *N.J.S.A.19:44A:20.2 et seq.*; and

WHEREAS, all proposals were to be submitted to the Office of the Township Purchasing Agent by October 17, 2018; and

WHEREAS, the Township Administrator and the Purchasing Agent have reviewed the proposals submitted and recommend Jean L. Cipriani, Esquire, of Gilmore & Monahan

WHEREAS, Jean L. Cipriani, Esquire is duly qualified to serve as the Township Attorney; and

WHEREAS, it is the desire of the Mayor and Township Council to appoint Jean L. Cipriani, Esquire, as Attorney for the Township of Stafford; and

WHEREAS, the maximum amount of the contract to be awarded is set forth in the 2019 municipal budget for legal services; and

WHEREAS, the Local Public Contracts Law, *N.J.S.A.40A:11-1 et seq.* authorizes the award of contracts for "Professional Services" and requires that the resolution and contract be made available for public inspection; and

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for special engineering services.

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

1. That Jean L. Cipriani, Esquire, of Gilmore & Monahan is hereby retained as Township Attorney, commencing January 1, 2019 and ending December 31, 2019. The Attorney and its Firm shall be compensated for services rendered by the Township at rates that were submitted in the proposal to the Purchasing Agent on October 17, 2018. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2019.

2. The Attorney shall perform all normal legal services as determined and authorized by the Mayor or other authorized official of the Township in accordance with the terms of this Agreement, except the foreclosure of tax title liens, which shall be provided for by separate agreements with the Attorney.
3. That any other extraordinary legal services as determined and authorized by the Township Council and which could not be anticipated at the time of this Agreement, shall be charged at the rates above stated and shall not exceed the amount appropriated for said purposes by the Township Council.
4. The Attorney shall bill the Township for all services rendered at an hourly rate of \$165.00 as per the submitted proposal. This includes telephone calls (minimum charge of .2 of an hour), dictating letters (minimum charge of .3 of an hour) and reviewing letters (minimum charge of .2 of an hour), travel to and from meetings and court, legal research, preparation of ordinances (minimum charge of one hour) preparation of resolutions (minimum charge of .5 of an hour) preparation of contracts (minimum charge of one hour), negotiations and other services rendered on behalf of the Township.
5. In addition to legal fees, the Township must pay the following costs and expenses: Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigation fees, deposition costs, messenger services, photo coping charges, telephone costs, facsimile charges, postage, word processing charge , courier (actual cost), transportation expenses and any necessary expenses.
6. The parties to this contract agree to incorporate into this contract the mandatory language of *section 3.4(a)* of the Regulations promulgated by the Treasurer pursuant to *P.L. 1975, c.127*, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provision and obligations of said *section 3.4(a)*.

7. The parties to this contract agree to incorporate into this contract the mandatory language of *section 3.6* of the Regulations promulgated by the Treasurer pursuant to *P.L. 1975, c. 127*, as amended and supplemented from time to time and the Attorney or subcontractor agrees to comply fully with the terms, provisions and obligations of said *section 3.6*.
8. The Attorney shall submit a copy of the Certificate of Employee Information Report or a copy of a letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to the execution of this Agreement.
9. The Attorney shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Attorney.
10. The Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

Before the final payment on the contract is made by the contracting agency, the Attorney shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Attorney and each of its affiliates and a subcontractor and each of its affiliates {*N.J.S.A. 52:32-44(g)(3)*} shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to *section 1* of *P.L.2001, c.134 (C.52:32-44 et al.)* or *subsection e. or f. of section 92* of *P.L.1977, c.110 (C.5:12-92)* that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of

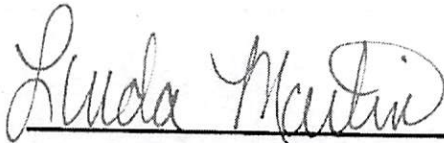
violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

11. The Township of Stafford and the Attorney for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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

WITNESS & ATTEST:

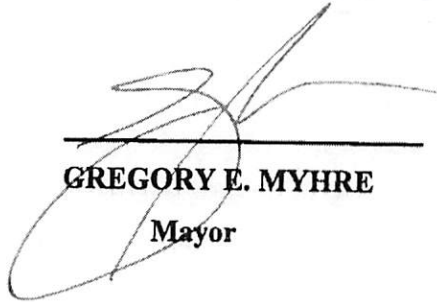
TOWNSHIP OF STAFFORD



LINDA MARTIN

Acting Municipal Clerk

(Seal)



GREGORY E. MYHRE

Mayor



As to Jean L. Cipriani, Esquire



JEAN L. CIPRIANI, ESQUIRE