

RESOLUTION # _____; AUTHORIZING THE APPOINTMENT OF PETER FRATTARELLI FROM THE LAW FIRM OF ARCHER AND GREINER P.C. AS AN AUTHORIZED PROVIDER OF LEGAL SERVICES FOR THE FRANKLIN TOWNSHIP, SOMERSET COUNTY, FIRE DISTRICT NO. 4 BOARD OF FIRE COMMISSIONERS

WHEREAS, there has been presented to and discussed at this meeting a need for legal services by the Franklin Township, Somerset County, Fire District No. 4 Board of Fire Commissioners ("Board of Fire Commissioners"); and

WHEREAS, the Board of Fire Commissioners has a need to acquire legal services as a non-fair and open contract; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4 it is certified that there are funds budgeted and available for said appointment; and

WHEREAS, the Board of Fire Commissioners have determined and certified in writing that the value of the acquisition will not exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for less than one (1) year; and

WHEREAS, Peter Frattarelli of Archer and Greiner P.C. has submitted a proposal indicating that they will provide the legal services according to the terms set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Fire Commissioners authorizes the Board's designees to enter into a contract with the aforementioned contractor as described herein and in the form attached hereto as Exhibit A.

FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:14-70, et seq, the Board of Fire Commissioners hereby are, authorized, empowered, and directed to execute any and all documents, on behalf of this Board, to that end.

Sept 17, 2024 **ADOPTED** at a regular meeting of the Board of Fire Commissioners on

	YES	NO	ABSTAIN
<u>N/A</u> CHAIRMAN	_____	_____	_____
<u>Christina Klam</u> TREASURER	<u>✓</u>	_____	_____
<u>_____</u> SECRETARY	<u>✓</u>	_____	_____


COMMISSIONER

✓	_____	_____
✓	_____	_____


COMMISSIONER

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EXHIBIT A

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT between the Franklin Township, Somerset County, Fire District No. 4 Board of Fire Commissioners ("Board") and the law firm of Archer & Greiner, A Professional Corporation (hereinafter "Archer & Greiner") contains the following mutually acceptable terms in consideration of the benefits derived therefrom:

1. PARTIES AND PURPOSE

Archer & Greiner is a law firm comprised of duly licensed attorneys and appropriate support personnel necessary to provide legal services in the State of New Jersey. The Board is a governmental body elected by the public, and who are responsible for the administration of the Franklin Township, Somerset County, Fire District No. 4, a combination fire department serving portions of Somerset County, New Jersey. By this Agreement, Archer & Greiner agrees to provide legal services to the Board as solicitor to the Board.

Archer & Greiner shall provide legal services as customarily provided by municipal Board solicitors, including, but not limited to, providing advice to the Board and its administration, preparing written legal opinions, initiating or defending lawsuits as necessary, participating in collective negotiations with organized employee groups, attending meetings of the Board, its committees and staff, or meetings with other parties as may from time to time arise, and such other legal services provided by Archer & Greiner as solicitor shall be known to or approved by the Board or its senior administration. The above cited services are by way of example and not by way of limitation.

2. **DURATION**

This Agreement shall be in full force and effect beginning on July ~~2022~~ ^{Sept 17th 2024} through ~~March 1, 2023~~ ^{Sept 17 2025}. The Board may terminate this Agreement by resolution at any time.

3. **LEGAL FEES**

In consideration of the legal services rendered by Archer & Greiner to or on behalf of the Board, unless otherwise agreed between the parties, Archer & Greiner shall be compensated at an hourly rate of Two Hundred and Eighty-Five Dollars and Zero Cents (\$285.00). Archer & Greiner shall not perform such services without express approval of the Board.

In the event that the Board terminates services before the end of the term of this Agreement, Archer & Greiner shall be paid only for the work performed prior to such termination, and the Board shall not owe Archer & Greiner any fees for any months after the month of termination.

Archer & Greiner's hourly rate shall not include reasonable and necessary disbursements including, but not limited to, mileage, postage and photocopying associated with the legal services.

4. **BILLING PROCEDURES**

For the matters covered by the monthly fee cited above, Archer & Greiner will provide a monthly statement which shall include an itemized schedule of services performed and disbursements incurred. Archer & Greiner shall endeavor to provide such statement to the Board within thirty (30) days of the conclusion of the prior month when the services were actually performed.

All statements shall be supplemented by the Board's voucher or approval.

Payment by the Board shall be made in accordance with the Board's standard procedures and timelines.

The above provisions represent the complete and full understanding of the parties. Should any provision of this Agreement be contrary to law, it shall be severed from the remainder, which shall continue in full force and effect. This Agreement is made pursuant to New Jersey law and specifically the requirements of N.J.S.A. 40A:11-1, *et seq.*

5. **AUTHORITY**

The above provisions are fully understood and accepted by the Board and Archer & Greiner.

The following individuals are authorized to execute this Agreement on behalf of their respective parties.

Dated:

FRANKLIN TOWNSHIP, SOMERSET
COUNTY, FIRE DISTRICT NO. 4 BOARD
OF FIRE COMMISSIONERS

Attest:



Chairman

[SEAL]

Dated:

Board Secretary

Dated:

ARCHER & GREINER, P.C.

BY:

Attest:

TITLE:

[SEAL]

Secretary

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