

RESOLUTION NO. 2019 – 147

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING JEAN L. CIPRIANI, ESQUIRE, OF THE FIRM OF ROTHSTEIN, MANDELL, STROHM, HALM & CIPRIANI, P.A., AS TAX APPEAL ATTORNEY FOR THE TOWNSHIP OF LITTLE EGG HARBOR

WHEREAS, there exists a need for Legal Services as Tax Appeal Attorney for the Township of Little Egg Harbor for the remainder of calendar year 2019; and

WHEREAS, a determination of value has been made by the Township and said legal services will not exceed \$30,000.00; and

WHEREAS, Jean L. Cipriani of the law firm of Rothstein, Mandell, Strohm, Halm & Cipriani, is duly qualified to serve as Tax Appeal Attorney; and

WHEREAS, it is the desire of the Mayor and Township Committee to appoint Jean L. Cipriani of the law firm of Rothstein, Mandell, Strohm, Halm & Cipriani, as Tax Appeal Attorney for the Township of Little Egg Harbor; and

WHEREAS, the Chief Financial Officer has certified that there are funds available for this contract, which certification is annexed hereto; 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.

WHEREAS, the performance of the services requires knowledge of an advanced type in a field of learning pursuant to N.J.S.A. 40A:11-2 and the Township has determined that Jean L. Cipriani, Esquire of the firm Rothstein, Mandell, Strohm, Halm & Cipriani, P.A. has the ability and expertise to perform the legal services required by the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That Jean L. Cipriani, Esquire, of the law firm of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., is hereby appointed as Tax Appeal Attorney for the Township of Little Egg Harbor in accordance with an agreement for the provision of professional Tax Appeal Attorney services for the remainder of calendar year 2019. The Tax Appeal Attorney shall be compensated in accordance with Schedule A, attached hereto and make a part hereof.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the execution of an agreement with Jean L. Cipriani, Esquire, of the law firm of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., as Tax Appeal for the Township of Little Egg Harbor.

3. That the contract shall be an open-ended contract with funds being encumbered contingent upon the availability of funds in the budget year not to exceed \$30,000.00 for the term of the contract. A certificate of availability of funds executed by the Chief Financial Officer is annexed hereto and made a part hereof. The following is the line item appropriation(s) which constitutes the availability of funds for this contract 9-01-20-712-020.

4. That this agreement is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) because it is for services to be performed by a person(s) authorized by law to practice a recognized profession.


5. That a notice of the contract shall, in accordance with the Local Public Contracts Law of New Jersey, be published in an official newspaper of the Township of Little Egg Harbor.

6. That this resolution shall take effect July 11, 2019.

7. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer and Jean L. Cipriani, Esquire.

CERTIFICATION

I, DIANA K. McCRACKEN, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Little Egg Harbor at a meeting held on the 11th day of July, 2019.


DIANA K. McCRACKEN, RMC
Township Clerk, Township of Little Egg Harbor

CERTIFICATE OF AVAILABILITY OF FUNDS

I, RODNEY R. HAINES, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with Jean L. Cipriani of the law firm of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A. as Tax Appeal Attorney.

The amount of the contract to be awarded under this resolution is determined to be \$30,000, which sum is based on a reasonable estimate of the legal services required over the contract term, the Township of Little Egg Harbor is not obligated to spend this amount and is permitted to exceed this amount during the course of performance of this contract.

The funds which are available for this contract are found in the following line item appropriation(s): 9-01-20-712-020.



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

SCHEDULE A

SCHEDULE C

Positions

Partner	\$175.00 an hour
Associate	\$175.00 an hour
Paralegal	\$ 90.00 an hour
Secretarial Services	\$ 30.00 an hour

Services

Telephone Calls	Minimum charge of .2 of an hour
Dictating Letters	Minimum charge of .3 of an hour
Reviewing Letters	Minimum charge of .2 of an hour
Travel to and from meetings and court	Minimum charge of one hour
Legal Research	Minimum charge of one hour
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	Minimum charge of one hour

Costs and Expenses

Experts' Fees	As billed
Court Costs	As billed
Accountants' Fees	As billed
Appraisers' Fees	As billed
Service Fees	As billed
Investigator Fees	As billed
Deposition Costs	As billed
Messenger Services	As billed
Photocopying Charges	\$.25 per copied page
Telephone, Postage and Facsimile Costs	4% of the total services
Word Processing Charge	\$30.00 an hour
Courier	\$20.00 an hour
Transportation Expenses	\$0.32 per mile

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 11th day of **JULY, 2019,**

BETWEEN: **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township");

AND: **JEAN L. CIPRIANI, ESQUIRE**, of **ROTHSTEIN, MANDELL, STROHM, HALM & CIPRIANI, P.A.** having its principal place of business located at 150 Airport Road #600, Lakewood New Jersey 08701, hereinafter referred to as "Tax Appeal Attorney"

WITNESSETH:

WHEREAS, there exists a need for Legal Services as Tax Appeal Attorney for the Township of Little Egg Harbor; 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 proposals for professional service contracts in accordance with the competitive negotiation procedure as delineated within Section 40-8 of the Township Code of the Township of Little Egg Harbor, entitled "Fair and open process utilized to award contracts with anticipated value in excess of \$17,500"; and

WHEREAS, a determination of value has been made by the Township that said contract shall be a value not to exceed \$30,000; and

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

WHEREAS, it is the desire of the Mayor and Township Committee to appoint Jean L. Cipriani, Esquire, of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., as Tax Appeal Attorney for the Township of Little Egg Harbor; and

WHEREAS, the amount of the contract is set forth in Resolution No. 2019-147. Said sum is reasonably estimated based upon such Legal Services as may be required over the contract term, including, but not limited to, the amount spent for such Legal Services from the previous calendar year, the costs of compensation under the contract to be awarded and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded; 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 Professional Legal Services.

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

1. That Jean L. Cipriani, Esquire, of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A. is hereby appointed as Tax Appeal Attorney for the Township of Little Egg Harbor, for the remainder of calendar year 2019. The Tax Appeal Attorney shall be compensated in accordance with Schedule A, attached hereto and made a part hereof.

2. That the contract shall be an open-ended contract with funds being encumbered contingent upon the availability of funds in the budget year not to exceed \$30,000 for the contract period. A certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following is the line item appropriation(s) which constitutes the availability of funds for this contract 9-01-20-712-020.

3. The Tax Appeal 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.

4. Any other extraordinary legal services as determined and authorized by the Township and which could not be anticipated at the time of this Agreement, shall be authorized by separate resolution and contract of the Township Committee.

5. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 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 Tax Appeal Attorney or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a).

6. 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 Tax Appeal Attorney or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.6.

7. The Tax Appeal Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

8. The Tax Appeal Attorney shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

9. The Tax Appeal Attorney shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Tax Appeal Attorney.

10. Before final payment on the contract is made by the Township, the Tax Appeal 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.

11. For the term of the contract, Tax Appeal 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 personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.


12. 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), or 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.

13. The Township and the Tax Appeal 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 AND ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR


DIANA K. MCCRACKEN, RMC
Township Clerk
(Seal)

By 
BARBARA JO CREA, Mayor

**ROTHSTEIN, MANDELL, STROHM, HALM
& CIPRIANI, P.A.**

As to Jean L. Cipriani, Esquire

By _____
JEAN L. CIPRIANI, ESQUIRE

SCHEDULE C

Positions

Partner	\$175.00 an hour
Associate	\$175.00 an hour
Paralegal	\$ 90.00 an hour
Secretarial Services	\$ 30.00 an hour

Services

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Dictating Letters	Minimum charge of .3 of an hour
Reviewing Letters	Minimum charge of .2 of an hour
Travel to and from meetings and court	Minimum charge of one hour
Legal Research	Minimum charge of one hour
Preparation of Ordinances	Minimum charge of one hour
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Appraisers' Fees	As billed
Service Fees	As billed
Investigator Fees	As billed
Deposition Costs	As billed
Messenger Services	As billed
Photocopying Charges	\$.25 per copied page
Telephone, Postage and Facsimile Costs	4% of the total services
Word Processing Charge	\$30.00 an hour
Courier	\$20.00 an hour
Transportation Expenses	\$0.32 per mile