

**RESOLUTION NO. 2022-073**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE APPOINTMENT OF BARRY STIEBER, ESQUIRE, AS ALTERNATE MUNICIPAL PROSECUTOR**

**WHEREAS**, there exists a need for legal services as Prosecutor 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 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 Clerk by December 1, 2021; and

**WHEREAS**, Section 14 of P.L. 1996, c. 95 provides that a municipality may employ an attorney-at-law as a prosecutor, under the supervision of the Attorney General or County Prosecutor, who may represent the State, County, or municipality in any matter within the jurisdiction of a central municipal court or any other municipal court; and

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Rothstein, Mandell, Strohm,  
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ATTORNEYS AT LAW

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**WHEREAS**, the Township Administrator has reviewed the proposals submitted and recommends Barry Stieber, Esq. as Alternate Municipal Prosecutor; and

**WHEREAS**, Barry Stieber, Esquire, is duly qualified to serve as Alternate Municipal Prosecutor; and

**WHEREAS**, it is the desire of the Mayor and Township Council to appoint Barry Stieber, Esquire, of the firm Citta, Holzapfel & Zabarsky as Alternate Municipal Prosecutor, pursuant to N.J.S.A. 2B:25-4(c); and

**WHEREAS**, the amount of the contract to be awarded under this resolution is determined not to exceed \$40,000.00 in total with the award to Stephen A. Zabarsky, Esq of Citta, Holzapfel and Zabarsky for Chief Municipal Prosecutor, which sum is reasonably estimated based upon such legal services as may be required over the contract term to be awarded under this resolution, 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 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.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

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1. That Barry Steinberg, Esquire of Citta, Holzapfel & Zabarsky is hereby appointed as Alternate Municipal Prosecutor, in accordance with N.J.S.A. 2B:25-4(e), for a term of one year, commencing retroactive to January 1, 2022, and ending December 31, 2022 and shall be paid for all services as set forth on Schedule A, attached hereto and made a part hereof.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with Barry Steinberg, Esquire, of Citta, Holzapfel & Zabarsky.

3. That these contracts are awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because they are for services to be performed by a person(s) authorized by law to practice a recognized profession.

4. That a notice of this action shall be printed once in the official newspaper of the Township of Little Egg Harbor.

5. That this resolution shall take effect as of January 1, 2022.

6. That the agreements shall be open ended contracts with funds being encumbered contingent upon the availability of funds in the budget year. 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:

2-01-20-757-027

7. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be provided by the Township Clerk to the Chief Financial Officer and Barry Stieber, Esquire of Citta, Holzapfel & Zabarsky.

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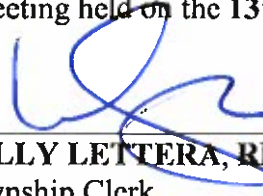
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**CERTIFICATION**

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **13th** day of **January, 2022**.



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**KELLY LETTERA, RMC**  
Township Clerk  
Little Egg Harbor Township

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**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY 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 the Barry Stieber, Esq. of Citta, Holzapfel & Zabarsky as Alternate Municipal Prosecutor.

The amount of the contract to be awarded under this resolution is determined not to exceed \$ 50,000 which sum is based upon 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 open-ended contract are found in the following line item appropriation(s): 2-01-20-757.027

  
\_\_\_\_\_  
**RODNEY HAINES**, Chief Financial Officer  
Township of Little Egg Harbor

**r|m|s|h|c**

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**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this \_\_\_\_ day of **January, 2022**,

**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:** **STEVEN A. ZABARSKY, ESQUIRE**, (hereinafter referred to as “Chief Municipal Prosecutor”) and **BARRY STIEBER, ESQUIRE** ((hereinafter referred to as “Alternate Municipal Prosecutor”) of **CITTA, HOLZAPFEL & ZABARSKY**, having its principal offices located at 248 Washington Street, P.O. Box 4, Toms River, New Jersey 08754;

**W I T N E S S E T H :**

**WHEREAS**, there exists a need for legal services as Prosecutor 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 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 Clerk by December 1, 2021; and

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**WHEREAS**, Section 14 of P.L. 1996, c. 95 provides that a municipality may employ an attorney-at-law as a prosecutor, under the supervision of the Attorney General or County Prosecutor, who may represent the State, County, or municipality in any matter within the jurisdiction of a central municipal court or any other municipal court; and

**WHEREAS**, the Township Administrator has reviewed the proposals submitted and recommends Steven A. Zabarsky, Esquire as Chief Municipal Prosecutor and Barry Stieber, Esq. as Alternate Municipal Prosecutor; and

**WHEREAS**, Steven A. Zabarsky, Esquire, is duly qualified to serve as Chief Municipal Prosecutor and Barry Stieber, Esq. as Alternate Municipal Prosecutor; and

**WHEREAS**, it is the desire of the Mayor and Township Council to appoint Steven A. Zabarsky, Esquire, as Chief Municipal Prosecutor for the Township of Little Egg Harbor, in accordance with Section 14 of P.L. 1996, c. 95; and

**WHEREAS**, the amount of the contract to be awarded under the approving resolutions are determined not to exceed \$40,000.00 which sum is reasonably estimated based upon such legal services s may be required over the contract term to be awarded under this resolution, 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

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**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 Steven A. Zabarsky, Esquire, is hereby appointed as Chief Municipal Prosecutor for the Township of Little Egg Harbor and Barry Stieber, Esq. as Alternate Municipal Prosecutor, in accordance with Section 14 of P.L. 1996, c. 95, for a term of one year, commencing January 1, 2022, and ending December 31, 2022.

2. The Chief Municipal Prosecutor and Alternate Municipal Prosecutor shall provide all legal services required and necessary as Chief Municipal Prosecutor and Alternate Municipal Prosecutor at the rate of Thirty Six Thousand (\$36,000.00) Dollars for services rendered to the Township for the calendar year 2022. The Chief Municipal Prosecutor and Alternate Municipal Prosecutor shall be paid in twelve (12) equal monthly installments of \$3,000.00 per month. The Chief Municipal Prosecutor and Alternate Municipal Prosecutor shall also be paid the sum of Seven Hundred Fifty (\$750.00) Dollars for each extra Court appearance. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such legal services s may be required over the contract term to be awarded under this resolution, 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

3. 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.

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1975, c. 127, as amended and supplemented from time to time and the Chief Municipal Prosecutor and Alternate Municipal Prosecutor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a).

4. 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 Chief Municipal Prosecutor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.6.

5. The Chief Municipal Prosecutor and Alternate Municipal Prosecutor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

7. The Chief Municipal Prosecutor 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.

8. For the term of the contract, the Chief Municipal Prosecutor 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.

9. 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 c. 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,

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

10. The Township of Little Egg Harbor and the Chief Municipal Prosecutor and Alternate Municipal Prosecutor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

11. This agreement shall superseded in its entirety any previous agreements as to the appointment of Chief Prosecutor for the 2022 calendar year.

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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

\_\_\_\_\_  
KELLY LETTERA, RMC  
Township Clerk  
(Seal)

By \_\_\_\_\_, Mayor

CITTA, HOLZAPFEL & ZABARSKY

\_\_\_\_\_  
As to Steven A. Zabarsky, Esquire

By \_\_\_\_\_  
STEVEN A. ZABARSKY, ESQUIRE

CITTA, HOLZAPFEL & ZABARSKY

\_\_\_\_\_  
As to Barry Stieber, Esquire

By \_\_\_\_\_  
BARRY STIEBER, ESQUIRE

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