

RESOLUTION NO. 2023-01

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY,
APPOINTING MELANIE APPLEBY, ESQUIRE OF
ROTHSTEIN, MANDELL, STROHM, HALM & CIPRIANI AS
TOWNSHIP ATTORNEY**

WHEREAS, there exists a need for Legal Services as Attorney for the Township of Little Egg Harbor, including litigation services and services required of a municipal tax attorney; 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, 2022; and

WHEREAS, the Township Administrator has reviewed the proposals submitted and recommends Melanie Appleby, Esquire of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.; and

WHEREAS, Melanie Appleby, Esquire, is duly qualified to serve as Township Attorney; and

WHEREAS, it is the desire of the Mayor and Township Committee to appoint Melanie Appleby, Esquire of Rothstein, Mandell, Strohm, Halm & Cipriani , P.A., as Township Attorney for the Township of Little Egg Harbor in accordance with the terms of this Resolution; and

WHEREAS, the amount of the contract to be awarded under this resolution is determined not to exceed \$300,000.00 which sum is reasonably estimated based upon such legal services 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:

1. That Melanie Appleby, Esquire of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., is hereby appointed as Township Attorney including litigation services, and all services required for municipal tax attorney, for the Township of Little Egg Harbor for a term of one year, commencing January 1, 2023, and ending December 31, 2023.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with Melanic Appleby, Esquire of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.

3. That this contract is 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 it is 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 on January 1, 2023.

6. That the agreement shall be an open ended contract 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 attached hereto. The following is the line item appropriation(s), which constitute the availability of funds for this contract: 01 - 20 - 712.

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 Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.

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 1st day of **January, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

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 law firm of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A. as Township Attorney.

The amount of the contract to be awarded under this resolution is determined not to exceed \$240,000.00 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): 01-20-712



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of **January, 2023**,

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: MELANIE APPLEBY, ESQUIRE, OF ROTHSTEIN, MANDELL, STROHM, HALM & CIPRIANI, P.A., having its principal place of business located at 98 E. Water Street, Toms River, New Jersey 08753, hereinafter referred to as "Township Attorney."

W I T N E S S E T H :

WHEREAS, there exists a need for Legal Services as Township Attorney, including litigation services and municipal tax attorney services, 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, 2022; and

WHEREAS, the Township Administrator has reviewed the proposals submitted and recommends Melanie Appleby, Esquire, of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.; and

WHEREAS, Melanie Appleby, Esquire, is duly qualified to serve as Township Attorney; and

WHEREAS, it is the desire of the Mayor and Township Council to appoint Melanie Appleby, Esquire, of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., as Township Attorney for the Township of Little Egg Harbor; and

WHEREAS, the amount of the contract to be awarded is set forth in Resolution 2023-001 which sum is reasonably estimated based upon such legal services 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

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 Melanie Appleby, Esquire, of Rothstein, Mandell, Strohm, Halm & Cipriani, P.A., is hereby appointed as Township Attorney for the Township of Little Egg Harbor, including litigation services and municipal tax attorney services, for a term of one year, commencing January 1, 2023, and ending December 31, 2023. The Township Attorney shall be compensated at the rate of One Hundred Sixty (\$160.00) Dollars per hour for services rendered to the Township for

the calendar year 2023 at a flat fee for General legal services only at \$10,000.00 a month. The Township Attorney shall be compensated at the hourly rate for special assignments outside the General legal services. The total amount charged by Township Attorney shall not exceed the amount appropriated in the municipal budget for the year 2023.

2. The Township Attorney shall perform all normal legal services as determined and authorized by the Township in accordance with the terms of this Agreement. Any other extraordinary legal services, outside that contemplated herein, shall be authorized by separate resolution of the Township Committee and separate contract.

3. The Township Attorney shall bill the Township for all services rendered. 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.

4. In addition to legal fees, the Township must pay the following costs and expenses: Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, depositions costs, messenger services, and any other necessary expenses.

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

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

8. The Township 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 Township Attorney shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Township Attorney.

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

KELLY LETTERA, RMC
Township Clerk
(Seal)

By _____, Mayor

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

As to Melanie Appleby, Esquire

By _____
MELANIE APPLEBY, ESQUIRE

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____