

TOWNSHIP OF HAMILTON



*New Jersey's Largest
Municipality*

PROFESSIONAL SERVICES CONTRACT LABOR COUNSEL

THIS AGREEMENT, made this 6th day of January 2014, between the **TOWNSHIP OF HAMILTON**, with its principal office located at 6101 13th Street, Mays Landing, New Jersey 08330 (hereinafter referred to as the "Township") and **STEPHEN D. BARSE, ESQ.** and the Law Firm of **GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.**, a firm of licensed New Jersey attorneys, with the Firm's principal office at 817 Landis Avenue, PO Box 1501, Vineland, NJ 08360 (hereinafter referred to as the "Labor Counsel"),

WITNESSETH the following:

WHEREAS, there exists a need for the Township to obtain counsel to provide legal services to the Township for the year 2013 and appointment of a Labor Counsel is authorized by State law;

WHEREAS, Gruccio, Pepper, De Santo & Ruth, P.A. is a firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the Township as Labor Counsel; and

WHEREAS, the Local Public Contracts Law [N.J.S.A. 40A:11-1, *et seq.*] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Labor Counsel qualify as "professional services" under said law; and

WHEREAS, the Township has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Labor Counsel; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Township and the Labor Counsel;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **SCOPE & TERM** - The Labor Counsel agrees to provide the Township general legal services more particularly described within this Agreement for the fees specified herein for a term of one year, between January 6, 2014 and December 31, 2014, or until a successor is qualified and appointed, whichever later occurs. **STEPHEN D. BARSE, ESQ.**, a member of the Firm, will be the attorney principally responsible for providing legal services to the Township during the term of this contract.
2. **LIMITS ON POLITICAL CONTRIBUTIONS** - Prior to awarding this contract, the Township of Hamilton received from Labor Counsel a sworn statement, made under penalty of perjury, that Labor Counsel has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).

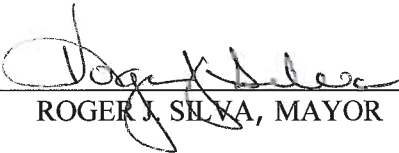
3. **COMPENSATION** - For and in consideration of the services to be performed by the Labor Counsel on behalf of the Township, the Township agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. Compensation for professional services rendered shall be paid to Labor Counsel at a rate of **ONE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$135.00) per hour**, together with all necessary costs, advanced or extended, necessary for the proper function and operation of their responsibilities on behalf of the Township of Hamilton (toll calls, photocopy expenses, postage, travel expenses including tolls and mileage, together with any extraordinary expense required to be incurred in the performance of services under this contract, not included in the above categories, such as Court costs, expert witness fees, and other similar costs shall be paid in addition to the aforesaid hourly fee for services and expenses advanced on behalf of the Township of Hamilton.
4. **AUTHORIZATION OF WORK** - It is understood and agreed that Township Labor Counsel must obtain authorization for any work performed under this Contract from either the Township Administrator or by formal action (Motion, Resolution or Ordinance) of the Township Committee. The Mayor and/or Committee, prior to authorizing specific assignments on matters, may request from the Labor Counsel an estimate of the fees and costs anticipated, and if the estimate for a particular assignment or matter exceeds \$4,500.00 it shall be reduced to writing and submitted to the Mayor and/or Committee before any work shall commence. Any work not specifically authorized may be rejected for payment in the discretion of the Township Administrator when reviewing invoices, vouchers and submissions. Any work rejected by the Township Administrator is subject to review by the Township Committee, if requested.
5. **BILLING PROCEDURE** - In accordance with this contract, the Labor Counsel will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the Township.
6. **DUTIES** - The Township hereby authorizes the Labor Counsel to be the legal advisors to the Township, except as may be prohibited by the canons of professional ethics or applicable state or federal laws and regulations. The Labor Counsel shall prosecute and defend actions by and against the Township in accordance with law.
7. **RECORDS AND PAPERS** - All papers, documents, memoranda, plans, specifications and reports, and all material relating to the administration of the office of municipal attorneys shall be and remain the property of the Township. The Labor Counsel, upon termination or expiration of this contract, shall forthwith surrender to their successor all such property together with a written consent to use all such materials in the best interest of the Township.
8. **PUBLIC OFFICIAL** - It is recognized that the Labor Counsel, while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that the Labor Counsel act as quasi-public officials, subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Labor Counsel may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59:1-1, *et seq.*].
9. **LIMITATIONS ON SCOPE OF WORK** - This contract contemplates that the Labor Counsel will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the Township may terminate further services in connection with the projects herein described until and unless

additional funds are lawfully provided by the Township, and the written contract, covering the services to be performed has been entered into between the parties hereto.

10. **TERMINATION** - The Labor Counsel's contract with the Township shall be deemed terminated upon action by the Mayor, with the consent of a majority of the Committee, at the end of the term of this contract. However, if the Township has failed to enter into a new contract with the Labor Counsel, this contract shall continue in full force and effect to the same extent that funds are provided until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

TOWNSHIP OF HAMILTON
A municipal corporation of New Jersey

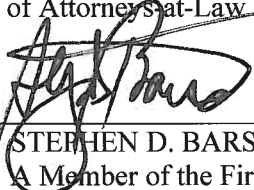
By: 

ROGER J. SILVA, MAYOR

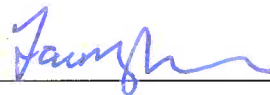
ATTEST: 

JOAN ANDERSON, TOWNSHIP CLERK

GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.
A Firm of Attorneys-at-Law

By: 

STEPHEN D. BARSE, ESQUIRE
A Member of the Firm

ATTEST: 

GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.