



Township of Hamilton

Professional Services Agreement

THIS AGREEMENT, made this 6th day of January 2014, by and between the **TOWNSHIP OF HAMILTON**, a New Jersey Municipal Corporation, County of Atlantic and State of New Jersey, hereinafter referred to as “Township” and **DONNA LEE VITALE**, an Attorney-At-Law of the State of New Jersey, having offices located at 311 South New York Road, Suite 22, Galloway Township, NJ 08205, hereinafter referred to as “Prosecutor”;

WITNESSETH:

WHEREAS, the Township is desirous of hiring a Prosecutor to represent the Township and the State of New Jersey in the Municipal Court and perform all other duties and functions of Prosecutor of the Township; and

WHEREAS, Prosecutor above named is an attorney duly qualified, licensed, ready and able to provide such legal representation to the Township; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. requires the execution of written contracts for services awarded herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and subject to the terms and conditions hereinafter stated,

IT IS HEREBY UNDERSTOOD AND AGREED between the parties that this contract is awarded to secure the rendering of professional legal services for the Township.

1. **DUTIES OF PROSECUTOR.**

The Prosecutor shall represent the Township and the State New Jersey, as the case may be, in the Municipal Court and in any other court, as directed by the Township Solicitor or the Municipal Judge, involving violation of the ordinances of the Township and the laws of the State of New Jersey.

2. **TERM OF OFFICE.**

The term of this Agreement shall be for the period of January 1, 2014 until the Reorganization Meeting of the Township Committee to be held in January 2015, at which time, unless otherwise renewed or extended, it shall expire.

3. **COMPENSATION.**

Township appoints and retains the Prosecutor to be compensated as follows:

- A. Compensation for Services: For a consideration of the flat rate fee of **Sixty Thousand Dollars (60,000.00)** for the year. The Prosecutor shall render routine legal services that will include, but not be limited to, the following:
- i. Attendance at all regularly scheduled Court sessions presently held on Tuesdays, Wednesdays and Thursdays. Said sessions shall exclude holidays and on days in which the Court is closed, but shall total at least 161 sessions for the year. Prosecutor shall attend all sessions in person, except in cases of illness or emergency.
 - ii. Handle all telephone calls from Municipal Court Judge, Municipal Court Administrator and staff as well as the Hamilton Township Police Department, New Jersey State Police, attorneys, victims and defendants in the regular course of court business.
 - iii. Special Court Session(s): If scheduled, said Prosecutor shall attend any and all specially scheduled Court sessions during the term of this contract.
 - iv. Process, review and disseminate discovery materials when requested on criminal and traffic cases involving the New Jersey State Police.
- B. The Township shall pay Prosecutor on a monthly basis in the amount of Five Thousand Dollars (\$5,000.00), recorded and itemized on a voucher submitted to the Township on a monthly basis.
- C. This Contract was let and entered into pursuant to the Fair and Open Contract provisions of both the Hamilton Township Ordinance 1636-2008 (Limits on Political Contributions) and the New Jersey Pay-to-Play Act, N.J.S.A. 19:44A-1 et seq., and not as an exception to the bidding requirements under the Local Public Contracts Law, and further pursuant to a Request for Proposal/Qualifications for Municipal Professionals issued October 20, 2009 which provided for, inter alia, a multi-disciplined law firm with experience in diverse areas of the law.
- D. Prior to awarding this contract, the Township of Hamilton received from Prosecutor a sworn statement, made under penalty of perjury, that Prosecutor has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
- E. **It is understood and agreed that Township Prosecutor 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. 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.

4. **PROSECUTOR AS AN INDEPENDENT CONTRACTOR.**

It is understood and agreed between the parties hereto that the Prosecutor shall continue to maintain her office for the private practice of law in Galloway Township, New Jersey from where she shall conduct her duties as Prosecutor and represent such other private clients as may employ her. The Township shall be under no obligation to provide rent, equipment, utilities, telephone, stationery, supplies, clerical staff, or other items generally assumed to be included in the overhead costs of a law office.

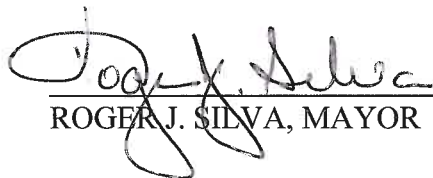
This Agreement constitutes the entire Agreement by and between the parties hereto, subject to any written or duly executed supplements attached hereto and made a part hereof.

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

ATTEST:

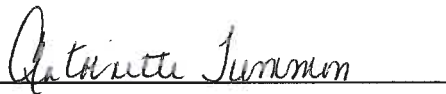
TOWNSHIP OF HAMILTON


TOWNSHIP CLERK


ROGER J. SILVA, MAYOR

WITNESS:

LAW OFFICES OF DONNA LEE VITALE




DONNA LEE VITALE, ESQ.