



Township of Hamilton

Professional Services Agreement

THIS AGREEMENT, made this 3rd day of January 2017, 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 **FRANK J. LENTZ**, an Attorney-At-Law of the State of New Jersey, having offices located at 450 Tilton Road, Suite 230, Northfield, NJ 08225, hereinafter referred to as “Public Defender”;

WITNESSETH:

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

WHEREAS, Public Defender 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 PUBLIC DEFENDER.

The Public Defender shall defend indigent persons in the Municipal Court of the Township of Hamilton upon being requested to do so by the Municipal Judge and shall perform such other duties as may be required by the N.J.S.A. 2B:24-6, other applicable statute and the Rules of Court.

2. TERM OF OFFICE.

The term of this Agreement shall be for the period of January 3, 2017 until the Reorganization Meeting of the Township Committee to be held in January 2018, or until a successor is qualified and appointed, whichever later occurs.

3. **COMPENSATION.**

Township appoints and retains the Public Defender to be compensated as follows:

- A. Compensation for Services: For a consideration of the flat rate fee of **Thirty Five Thousand Dollars (\$35,000.00)** for the year. The Public Defender shall render routine legal services that will include, but not be limited to, the following:
- i. Attendance at five (5) Court sessions per month as scheduled by the Municipal Judge. Said sessions shall exclude holidays and on days in which the Court is closed. Public Defender shall attend all scheduled sessions in person, except in cases of illness or emergency.
 - ii. Handle telephone calls, correspondence, and other court documents and materials as required 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): Said Public Defender shall attend any specially scheduled Court sessions as required by the Municipal Court Judge during the term of this contract.
- B. The Township shall pay Public Defender on a monthly basis in the amount of **Two Thousand Nine Hundred Sixteen Dollars and Sixty Seven Cents (\$2,916.67)**, recorded and itemized on a voucher submitted to the Township on a monthly basis.
- C. **BILLING PROCEDURES.** The Township's Billing Rules & Procedures (Exhibit A) is annexed hereto and is made a part hereof as if sent forth herein at length.
- D. 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.
- E. Prior to awarding this contract, the Township of Hamilton received from Public Defender a sworn statement, made under penalty of perjury, that Public Defender has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
- F. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts – At the time this contract is signed, the Public Defender agrees to complete an Affirmative Action Affidavit and to provide a signed copy of same to the Township.

G. It is understood and agreed that Township Public Defender 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. PUBLIC DEFENDER AS AN INDEPENDENT CONTRACTOR.

It is understood and agreed between the parties hereto that the Public Defender shall continue to maintain his office for the private practice of law in Northfield, New Jersey from where he shall conduct his duties as Public Defender and represent such other private clients as may employ him. 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

JOHN KURTZ, MAYOR

WITNESS:

LAW OFFICES OF FRANK J. LENTZ, LLC

FRANK J. LENTZ, ESQ.