

RESOLUTION #2018-17; AUTHORIZING THE APPOINTMENT OF PETER FRATTARELLI FROM THE LAW FIRM OF ARCHER AND GREINER P.C. AS THE AUTHORIZED PROVIDER OF LEGAL SERVICES FOR THE DEPTFORD TOWNSHIP BOARD OF FIRE COMMISSIONERS

WHEREAS, there has been presented to and discussed at this meeting a need for legal services by the Deptford Board of Fire Commissioners; and

WHEREAS, the Deptford Township Board of Fire Commissioners has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4 it is certified that there are funds budgeted and available for said appointment; and

WHEREAS, N.J.S.A. 40:A11-1, et seq, including but not limited to sections 11-2 and 11-5, requires that notice with respect to contracts for professional services awarded without competitive bids must be advertised; and

WHEREAS, the contract is awarded without competitive bidding for the following independent reasons: (1) the contract is for a “Professional Service” in accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq, and N.J.S.A. 40A:11-5(1)(a) because it is for services performed by persons authorized to practice a recognized profession; and/or (2) the contract is for an “Extraordinary unspecifiable service” in accordance with Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq, and N.J.S.A. 40A:11-5(1)(a) because it is for services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor; and

WHEREAS, the Board of Fire Commissioners have determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is 1 year and may be extended 1 time as approved by this governing body; and

WHEREAS, Peter Frattarelli of Archer and Greiner P.C. has submitted a proposal indicating that they will provide the legal services according to the terms set forth in the attached Agreement; and

WHEREAS, Peter Frattarelli of Archer and Greiner P.C. has completed and submitted a Business Entity Disclosure Certification which certifies that said contractor has not made any reportable contributions to a political or candidate committee in the Deptford Board of Fire Commissioners in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Deptford Board of Fire Commissioners authorizes the Board's designees to enter into a contract with the aforementioned contractor as described herein and in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that the Deptford Board of Fire Commissioners will duly publish this resolution in the South Jersey Times, the official newspaper of the Deptford Board of Fire Commissioners.

FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:14-70, et seq, the Deptford Township Board of Fire Commissioners hereby are, authorized, empowered, and directed to execute any and all documents, on behalf of this Board, to that end.

ADOPTED at a regular meeting of the Deptford Board of Fire Commissioners on March 7, 2018.

	YES	NO	ABSTAIN
_____ MICHAEL WHITE, CHAIRMAN	_____	_____	_____
_____ RAYMOND MACKAY JR., TREASURER	_____	_____	_____
_____ JOSEPH NILSEN, SECRETARY	_____	_____	_____
_____ GEORGE FRANK, COMMISSIONER	_____	_____	_____
_____ ROBERT SHEAIRS, COMMISSIONER	_____	_____	_____

214165244v1

EXHIBIT A

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT between the Deptford Township Board of Fire Commissioners (hereinafter "Board") and the law firm of Archer & Greiner, A Professional Corporation (hereinafter "Archer & Greiner") contains the following mutually acceptable terms in consideration of the benefits derived therefrom:

1. PARTIES AND PURPOSE

Archer & Greiner is a law firm comprised of duly licensed attorneys and appropriate support personnel necessary to provide legal services in the State of New Jersey. The Board is a governmental body elected by the public, and who are responsible for the administration of the Deptford Township Fire District, a combination fire department serving Deptford Township, Gloucester County, New Jersey. By this Agreement, Archer & Greiner agrees to provide legal services to the Board as solicitor to the Board.

Archer & Greiner shall provide legal services as customarily provided by municipal Board solicitors, including, but not limited to, providing advice to the Board and its administration, preparing written legal opinions, initiating or defending lawsuits as necessary, participating in collective negotiations with organized employee groups, attending meetings of the Board, its committees and staff, or meetings with other parties as may from time to time arise, and such other legal services provided by Archer & Greiner as solicitor shall be known to or approved by the Board or its senior administration. The above cited services are by way of example and not by way of limitation.

2. **DURATION**

This Agreement shall be in full force and effect beginning on March 8, 2018, through March 6, 2019. The Board may terminate this Agreement by resolution at any time.

3. **LEGAL FEES**

In consideration of the legal services rendered by Archer & Greiner to or on behalf of the Board, unless otherwise agreed between the parties, Archer & Greiner shall be compensated on a flat basis of \$4,900.00 per month (or \$58,800.00 per year) regardless of the number of hours of service performed; provided, however, that Archer & Greiner shall also be paid, in addition to this monthly fee, an hourly attorney fee of \$250.00 per hour, and an hourly paralegal fee of \$100.00 per hour, for the following matters (hereafter, "Litigation"): (i) initiating or defending formal lawsuits; (ii) participating in collective negotiations with organized employee groups for any matters; and (iii) initiating or defending grievances, civil service commission or unfair labor practice charges filed by members of organized collective bargaining units. Archer & Greiner shall not perform such Litigation services without express approval of the Board.

In the event that the Board terminates services before the end of the term of this Agreement, Archer & Greiner shall be paid on a pro rata basis, using the monthly rate cited above, for the work performed during the month of such termination, and the Board shall not owe Archer & Greiner any fees for any months after the month of termination.

Archer & Greiner's monthly fee shall include reasonable and necessary disbursements including, but not limited to, mileage, postage and photocopying

associated with the legal services; provided, however, that the Board shall pay the reasonable costs of such disbursements if associated with Litigation.

4. **BILLING PROCEDURES**

For Non-Litigation, i.e., the matters covered by the monthly fee cited above, Archer & Greiner will provide a monthly statement which shall include an itemized schedule of services performed and disbursements incurred. For Litigation, Archer & Greiner shall provide a monthly statement for services rendered and disbursements which shall include an itemized schedule of services based on the rate referred to above. Archer & Greiner shall endeavor to provide such statement to the Board within thirty (30) days of the conclusion of the prior month when the services were actually performed.

All statements shall be supplemented by the Board's voucher or approval. Payment by the Board shall be made in accordance with the Board's standard procedures and timelines.

The above provisions represent the complete and full understanding of the parties. Should any provision of this Agreement be contrary to law, it shall be severed from the remainder, which shall continue in full force and effect. This Agreement is made pursuant to New Jersey law and specifically the requirements of N.J.S.A. 40A:11-1, *et seq.*

5. **AUTHORITY**

The above provisions are fully understood and accepted by the Board and Archer & Greiner.

The following individuals are authorized to execute this Agreement on behalf of their respective parties.

Dated: DEPTFORD TOWNSHIP BOARD OF FIRE COMMISSIONERS

Attest: _____
Chairman

_____ [SEAL]

Dated: _____
Board Secretary

Dated: ARCHER & GREINER, P.C.
BY:
Attest: TITLE:

_____ [SEAL]
Deborah A. Hays
Secretary