

TOWNSHIP OF FREDON

RESOLUTION 2024-08

**AWARD OF CONTRACT FOR PROFESSIONAL SERVICES
MUNICIPAL ATTORNEY**

WHEREAS, there exists a need for the professional services of Municipal Attorney in the Township of Fredon, County of Sussex, and State of New Jersey; and

WHEREAS, the Township has provided funds for expenditures related to such services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute the attached agreement with Robert McBriar, Esq., of the firm of Schenck, Price, Smith & King, LLP.
2. The contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Laws because the contract is for a service performed by a person authorized to practice a recognized profession that is regulated by law.
3. A notice of this action shall be printed once in the “New Jersey Herald”.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Reorganization Meeting of that body held on January 3, 2024.

Suzanne Boland, RMC
Municipal Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made this 3rd of January, 2024, between the TOWNSHIP OF FREDON, a political corporation of the State of New Jersey, with offices located at Municipal Building, 443 Route 94, Fredon Township (mailing address: Newton 07860) New Jersey (hereinafter "Municipality"), and ROBERT B. MCBRIAR, an Attorney of the State of New Jersey, whose offices are located with Schenck, Price, Smith & King, LLP at 351 Sparta Avenue, Sparta, New Jersey 07871 (hereinafter "Attorney").

WHEREAS, the Municipality desires to retain the Attorney to provide legal services to the Municipality and its employees, officers, other professionals, and boards; and

WHEREAS, the Attorney is licensed by the State of New Jersey to provide such services and is otherwise qualified to enable both parties to enter into a Professional Services Contract without competitive bidding pursuant to N.J.S. 40A:11-5 (1) (a) (i).

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants contained within this Agreement, the Municipality and the Attorney agree as follows:

1. **TERM.** The Municipality engages the Attorney as Municipal Counsel for the period January 1, 2024, through December 31, 2024, unless earlier terminated as provided for herein.
2. **SCOPE OF SERVICES.** The Attorney shall provide legal services, including all necessary consultations, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, court appearances, providing counsel at meetings of the governing body and its agencies and boards, and related work to properly represent the Municipality. As may be satisfactory to the Municipality, the partners and associate attorney (s) of the Attorney's firm Schenck, Price, Smith & King, LLP may provide such services. By execution of this agreement on behalf of Schenck, Price, Smith & King, LLP the Attorney so binds the law firm and its partners and associates to the provisions of this Agreement.
3. **COMPENSATION.** The Attorney shall be paid at an hourly rate of \$185.00 for the provision of professional services provided for herein. No charge shall be

permitted for any of Attorney's office expenses or clerical support unless extraordinary and approved in advance by the Municipality. When the Attorney's professional services are related to review of an application for development as permitted under the Land Use Laws of the State of New Jersey, the fees for such services shall be charged against the funds for municipal professional service review escrowed by the developer. The Attorney shall submit on a monthly basis an Invoice for services on such forms as the Municipality shall provide, which shall include such detail as is necessary for the Municipality to evaluate the charges for particular services.

4. MUNICIPAL SUPPORT. The Municipality shall cooperate fully with the Attorney and provide to the Attorney such information and data available to it (e.g., maps, photographs, reports, etc.) that the Attorney may require for the provision of services as provided herein.
5. RESTRICTIONS ON ATTORNEY.
 - (a). The attorney will not at any time, in any form, either directly or indirectly, disclose to any person or corporation any information related to services provided to the Municipality, except as may be reasonably necessary for the effective representation of the Municipality.
 - (b). During the period of this agreement and after its termination the Attorney shall not provide professional services to any person or entity in conflict with the provisions of the Rules of Professional Conduct for attorneys regarding conflicts of interest and representation of parties with interests potentially adverse to that of the Municipality.
6. COMPLIANCE WITH LAW. The Attorney represents compliance with the requirements of Exhibit A, attached and the Attorney agrees to comply with the obligations thereof for the duration of this Agreement. The Attorney shall execute an Affirmative Action Affidavit in the form prescribed by the State of New Jersey.
7. TERMINATION. Either party may terminate this Agreement at any time prior to its expiration as set forth in Paragraph 1, with or without cause, and notwithstanding any appointment of the Attorney by any municipal agency to a consulting position therewith, upon thirty days' written notice of such intention by the terminating party to the other party. Within the termination period the Attorney shall complete or wind down such work as had been assigned to the Attorney and shall be paid at the rate called for herein. At the completion of the termination period each party shall return to the other party such material as may be the property of the other party.
8. ENTIRE AGREEMENT. The parties agree that this written Agreement constitutes the entire agreement of the parties, and that no understanding or agreement, verbal or otherwise, exists independently of this Agreement. No change or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth in the introductory paragraph.

TOWNSHIP OF FREDON

Mayor

ATTEST:

Suzanne Boland, RMC
Municipal Clerk

Robert McBriar, Esq. acknowledges executing the within duplicate Resolution and agrees to be bound by the terms, covenants and conditions thereof for the year 2024.

Robert McBriar, Esq.

ATTEST:
