

JOSEPH A. GRABAS, CTP, NTP

1340A CAMPUS PARKWAY

WALL NJ 07753

732-261-1013

JGRABAS@CONTINUINGEDUCATIONNJ.COM

June 7, 2019

R. S. Gasiorowski, Esq.
Gasiorowski & Holobinko
54 Broad Street
Red Bank, NJ 07701

Re: Borough of Mantoloking v Township of Brick – Lot 8, 8.01, Block 69, Brick, NJ

Dear Mr. Gasiorowski,

In accordance with our previous conversations, please find this Retainer Agreement regarding the above captioned matter.

This Letter Agreement signifies that R. S. Gasiorowski, Esq. on behalf of the **Borough of Mantoloking** has this day retained my services as an Expert in general matters related to land titles, title insurance, title agency operations, land title research, records and recording and real estate transactions in the State of New Jersey at the rate of **\$250.00 per hour**. This rate shall apply to all Expert research, review, analysis and opinion through written report, verbal testimony, phone conversations and/or e-mail contact.

The matter at issue involves the proposed development of Lots 8 & 8.01 in Block 69, Brick Township as a waterside event venue and the potential impact that it may have on the Borough of Mantoloking, the Barnegat Bay and the environment.

I require an initial retainer of One Thousand Five Hundred Dollars (\$1500.00) which is to be paid in advance of any work or research performed. **All payments should be made payable directly to Joseph A. Grabas.**

Sincerely Yours,



Joseph A. Grabas, CTP, NTP

By executing this document we do hereby agree to its terms and promise to pay for all services provided in accordance herewith.

Please sign and return with retainer deposit ASAP

Peter G. Steck

Community Planning Consultant
80 Maplewood Avenue, Maplewood, New Jersey 07040
(973) 762-6568, Cell (973) 222-7876
Steckplan@gmail.com

May 21, 2019

Borough of Mantoloking
c/o

Jean L. Cipriani, Esq.
Gilmore & Monahan, P.A.
10 Allen Street, 4th Floor
Toms River, New Jersey 08754-1540

jlc@gm-law.net

Dear Attorney Cipriani:

From today's phone conversation with yourself and attorney Ronald Gasiorowski, I understand that the Borough of Mantoloking wishes to secure the services of a professional planner to assist in reviewing the Zoning Board of Adjustment application of Villamoura, Inc. to develop wedding facilities in the adjacent Brick Township. My services are offered at the flat rate of \$200 per hour, which is a reduction from my standard rate of \$300 per hour.

My services are proposed to include an inspection of the site and surrounding area, review of the application and the Brick Township development ordinance and master plan, attendance at preparatory meetings, attendance at public hearings, preparation of planning memoranda and exhibits, and presentation of expert planning testimony.

Based on my current understanding of the scope of work, it is estimated that the total fee for my services will be between \$6,000 and \$10,000 assuming that my presence is needed for up to four public hearings. In the event that my presence is needed at more than four public hearings, the total fee may exceed \$10,000.

A copy of my curriculum vitae is attached. Please call with any questions.

If selected to provide these services, I look forward to working with you, attorney Gasiorowski, and representatives of the Borough of Mantoloking.

Very truly yours,



Peter G. Steck, P.P.

ACCEPTED BY: _____ DATE: _____



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC19-7865

Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Borough of Mantoloking**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **202 Downer Avenue/P O Box 247 Mantoloking, NJ 08738**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **06/18/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2019** and ends **12/31/2019**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Borough of Mantoloking

Name of End User (local government, agency, or non-profit corporation)

202 Downer Avenue/P O Box 247

Mailing Address

Mantoloking, NJ 08738

City, State ZIP Code

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:

Executive Director

Date:

Signature of chief elected or appointed official | Date

E. Laurence White, Mayor

Typed Name & Title of Signatory



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **Borough of Mantoloking** County Name: **Ocean County**

Mailing Address: **202 Downer Avenue/P O Box 247 Mantoloking, NJ 08738**

Main Telephone Number: **(732) 475-6983** FAX Number: **(732) 475-7671**

Physical Address: **202 Downer Avenue/P O Box 247 Mantoloking, NJ 08738**

Web Site Address: **www.mantoloking.org**

Official Contact: April Yezzi

Mailing Address: **202 Downer Avenue/P O Box 247
Mantoloking, NJ 08738**

Title: **CFO**

Ph No.: **(732) 475-6983**

FX No.: **(732) 475-7671**

E-Mail Address: **finance@mantoloking.org**

Authorized Official: E. Laurence White

Mailing Address: **202 Downer Avenue/P O Box 247
Mantoloking, NJ 08738**

Title: **Mayor**

Ph No.: **(732) 475-6983**

FX No.: **(732) 475-7671**

E-Mail Address: **lwhite@mantoloking.org**

Official Contact: Steven Pintado

Mailing Address: **202 Downer Avenue/P O Box 247
Mantoloking, NJ 08738**

Title: **Finance Assistant**

Ph No.: **(732) 475-6983**

FX No.: **(732) 475-7671**

E-Mail Address:

boroughservices@mantoloking.org

Official Contact:

Mailing Address:

Title:

Ph No.:

FX No.:

E-Mail Address:

Official Contact:

Mailing Address:

Title:

Ph No.:

FX No.:

E-Mail Address:

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the _____ day of July, 2019,

BETWEEN: BOROUGH OF MANTOLOKING, a municipal corporation of the State of New Jersey, having its principal offices located at Borough of Mantoloking, 202 Downer Avenue, Mantoloking, New Jersey 08738 (hereinafter referred to as "Borough");

AND: JEAN L. CIPRIANI, ESQUIRE OF THE FIRM OF ROTHSTEIN, MANDELL, STROHM & HALM, P.A., having her principal offices located at 150 Airport Road, #600, Lakewood, New Jersey, 08701 (hereinafter referred to as "Attorney").

WHEREAS, there exists a need for legal services as Attorney for the Borough of Mantoloking as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, it has been determined and certified in writing that the anticipated value of the contract will exceed \$17,500; and

WHEREAS, the Mayor has recommended that Jean L. Cipriani, Esquire, and Rothstein, Mandell, Strohm & Halm, P.A. be appointed as Borough Attorney; and

WHEREAS, the performance of the services require knowledge of an advanced type in a field of learning pursuant to N.J.S.A. 40A:11-2 and the Borough has determined that Jean L. Cipriani, Esquire of the firm Rothstein, Mandell, Strohm & Halm, P.A. has the ability and expertise to perform the legal services required by the Borough; and

WHEREAS, Jean L. Cipriani, Esquire, of the firm of Rothstein, Mandell, Strohm & Halm, P.A., has completed and submitted a Business Entity Disclosure Certification which certifies that neither she nor her firm have made any reportable contributions to a political or candidate committee in the Borough of Mantoloking in the previous one year, and that the contract will prohibit Jean L. Cipriani, Esquire, and the firm of

Rothstein, Mandell, Strohm & Halm, P.A., from making any reportable contributions to a political or candidate committee in the Borough of Mantoloking through the term of the contract; and

WHEREAS, the Chief Financial Officer has certified that there are funds available for this contract, which certification is annexed hereto; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, authorizes the award of contracts for “Professional Services” and requires that the resolution and contract be made available for public inspection; and

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Jean L. Cipriani of the firm of Rothstein, Mandell, Strohm & Halm, P.A., is hereby retained as Borough Attorney, commencing July 1, 2019, and ending December 31, 2019. The Borough Attorney shall be compensated at the rate of One Hundred Fifty (\$150.00) Dollars per hour for services rendered for the calendar year 2019. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2019.

2. The Attorney shall perform all normal legal services as determined and authorized by the Mayor or other authorized official of the Borough in accordance with the terms of this Agreement, except the foreclosure of tax title liens, which shall be provided for by separate agreements with the Attorney.

3. That any other extraordinary legal services as determined and authorized by the Borough Council and which could not be anticipated at the time of this Agreement,

shall be charged at the rates above stated and shall not exceed the amount appropriated for said purposes by the Borough Council. The Attorney shall attend all special municipal meetings, provided that she is consulted regarding the scheduling of same and shall, in the absence of extraordinary circumstances, attend no less than 90% of all regularly scheduled municipal meetings.

4. The Attorney shall bill the Borough for all services rendered. This includes telephone calls (minimum charge of .2 of an hour), dictating letters (minimum charge of .3 of an hour) and reviewing letters (minimum charge of .2 of an hour), travel to and from meetings and court, legal research, preparation of ordinances (minimum charge of one hour), preparation of resolutions (minimum charge of .5 of an hour), preparation of contracts (minimum charge of one hour), negotiations and other services rendered on behalf of the Borough.

5. In addition to legal fees, the Borough must pay the following costs and expenses: The Borough shall pay the following costs and expenses: experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees and depositions costs; a flat fee of 4% of legal services shall be charged for postage, facsimile and telephone; photocopying charges shall be billed at the rate of 25 cents per copied page; messenger services at the rate of \$20.00 per hour; transportation costs at the rate of 32 cents per mile. Costs incurred for LexisNexis/Westlaw legal research, overnight delivery, courier and any other necessary expenses shall be billed at the actual rate disbursed or incurred by Attorney. Paralegal/Law Clerk shall be billed at the rate of \$90.00 per hour.

6. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer

pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

7. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

8. The Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

9. The Attorney shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

10. The Attorney shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Attorney.

Before final payment on the contract is made by the contracting agency, the Attorney shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Attorney and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax

Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

11. The Borough of Mantoloking and the Attorney for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

BOROUGH OF MANTOLOKING

BEVERLEY KONOPADA
Borough Clerk
(Seal)

By _____
E. LAURENCE WHITE, MAYOR

ROTHSTEIN, MANDELL, STROHM & HALM, P.A.

As to Jean L. Cipriani

JEAN L. CIPRIANI, ESQ.