

Resolution No. 2024-

RESOLUTION AUTHORIZING A CONTRACT FOR LEGAL SERVICES

WHEREAS, the Board of Fire Commissioners of Fire District No. 1, Borough of Manasquan, County of Monmouth, State of New Jersey, as a public body duly organized under the laws of the State of New Jersey, requires the advice, consultation and other services of an attorney in the conduct of public business for which it is charged; and

WHEREAS, the Board is required under the law to retain the services of an attorney; and

WHEREAS, the Treasurer of the Board has determined and certified that the value of legal services will be less than seventeen thousand five hundred dollars (\$17,500.00); and

WHEREAS, the term of the contract is for one (1) year or less; and

WHEREAS, the Board received a proposal from Sendzik & Sendzik, P.C., 1808 Route 88, Brick, New Jersey; and

WHEREAS, the Board Treasurer certified the availability of funds for the aforementioned legal services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Borough of Manasquan, County of Monmouth, State of New Jersey, that it engage and otherwise retain the services of Sendzik & Sendzik, P.C., 1808 Route 88, Brick, New Jersey, for the provision of legal services as set forth in the aforementioned proposal and/or proposed contract; and

BE IT FURTHER RESOLVED, that the Chairman be authorized to execute the proposal and/or contract for legal services for and on behalf of the Board and that the Clerk attest to same; and

BE IT FURTHER RESOLVED, that the sum of seventeen thousand five hundred dollars (\$17,500.00) for fiscal year 2024 appears in the 2024 budget under the caption of Administration – Other – Professional Fees and is hereby appropriated under the said caption of the operating section of the 2024 budget; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds shall be certified as of the date of the within Resolution and shall be chargeable to the above said line item as incurred to the maximum amount of same unless otherwise increased as permitted by law and a separate certification of availability of funds is made by the Board Treasurer; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith is hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, borough ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

CERTIFICATION

I, CARMEN G. TRIGGIANO, Clerk of the Board of Fire Commissioners of Fire District No. 1, Borough of Manasquan, County of Monmouth, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 20th day of March, 2024.

I do further certify that the said Board of Fire Commissioners of Fire District No. 1, Borough of Manasquan, County of Monmouth, State of New Jersey, is composed of - 5 - members, and that - 4 - members were present and - 4 - members voted affirmatively for the adoption of the Resolution and - 0 - members voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Borough of Manasquan, County of Monmouth, State of New Jersey, on this 20th day of March, 2024.

A handwritten signature in black ink, appearing to read "Carmen G. Triggiano", written in a cursive style.

CARMEN G. TRIGGIANO, CLERK
Board of Fire Commissioners
Fire District No. 1
Borough of Manasquan

CONTRACT FOR LEGAL SERVICES

This Contract is made on March 20, 2024, between the Commissioners of Fire District No. 1, Borough of Manasquan, County of Monmouth, State of New Jersey (hereinafter referred to as the "Board"), with an address of 38 Taylor Avenue, Manasquan, New Jersey, and Kate Sendzik Haines, Esq., of the firm of Sendzik & Sendzik, P.C. (hereinafter referred to as the "Attorney"), with an office at 1808 Route 88, Brick, New Jersey.

WHEREAS, the Board, as a public body duly organized under the laws of the State of New Jersey, requires the advice, consultation and other services of an attorney in the conduct of the public business for which it is charged; and

WHEREAS, the Board is permitted under the law to retain the services of an attorney; and

WHEREAS, the Attorney is duly licensed to practice law in the State of New Jersey and is willing to provide professional services for the Board as hereinafter provided in this Contract.

THEREFORE, the Board shall engage the services of the Attorney, and in consideration of the mutual promises contained in this Contract and in reliance on the above recitals, the parties agree as follows:

1. The Attorney will provide the Board, its agents, representatives or employees, advice by telephone or conference; attend all meetings as requested by the Board; prepare all legal documents, correspondence or other communication as requested by the Board; prosecution of any legal or equitable action or other claims; representation before governmental agencies or bodies; keep the Board informed of updates as to law; and perform such other legal services as requested by the Board;

2. For the services described in Paragraph 1 above, the Board agrees to pay the Attorney the sum of One Hundred Twenty-Five Dollars (\$125.00) per hour not to exceed the budgeted line item payable monthly upon submission by the Attorney of an itemized bill of services rendered and execution of the appropriate voucher or purchase order. In addition, the Board agrees to reimburse the Attorney for all reasonable, necessary and actual out-of-pocket expenses incurred in connection with the above services, payable upon presentation of a statement of the amount of those expenses upon the appropriate voucher or purchase order to the Board;

3. This Contract shall be effective March 20, 2024, and shall continue in effect until the date of the next reorganization of the body corporate;

4. The Attorney shall only perform those services as directed by the Board at a public meeting or by the Chairman of the Board;

5. The Attorney shall meet with a member of the Board when requested to review legal invoices;

6. If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief available to the prevailing party;

7. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by and construed in accordance with the laws of the State of New Jersey;

8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this Contract and has been duly communicated to the party giving notice;

9. This Contract is contingent upon the Board's continued authorization and availability to fund same; and

10. This Contract constitutes the entire agreement of the parties and shall not be modified or amended except by a writing executed by both parties.

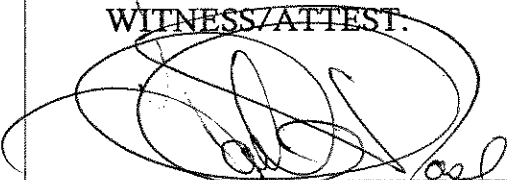
WITNESS/ATTEST:


CARMEN G. TRIGGIANO, CLERK

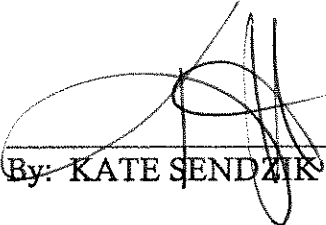
BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
BOROUGH OF MANASQUAN


By: JOHN WHITE, CHAIRMAN

WITNESS/ATTEST:


LORETTA C. ROSE
NOTARY PUBLIC OF NEW JERSEY
COMM. EXP. 07/15/2028

SENDZIK & SENDZIK, P.C.


By: KATE SENDZIK HAINES, ESQ.