

RESOLUTION

**TOWNSHIP OF FRANKLIN
APPOINTING BACKUP/CONFLICT PUBLIC DEFENDERS FOR THE FRANKLIN
JOINT MUNICIPAL COURT FOR THE YEAR 2012, PURSUANT TO LOCAL PUBLIC
CONTRACTS LAW (N.J.S.A. 40A:11-1, ET SEQ.)**

R -43- 2012

WHEREAS, there exists a need for Backup/Conflict Public Defenders for the Franklin Joint Municipal Court; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.5, the Township Committee of the Township of Franklin has determined to award said contract as a fair and open contract; and

WHEREAS, funds are or will be available for this purpose; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to publish a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, as follows:

1. That the following attorneys are hereby retained as Backup/Conflict Public Defenders for the Franklin Joint Municipal Court for the year 2012: Gary Lomanno, George Soponarro, Timothy Scaffiddi, Linda Galella, Stuart Jay, Jerry M. Lonabaugh and Lawrence Hubert.

2. The appropriate officers of the Township of Franklin are hereby authorized to enter into the contracts with the listed attorneys for the legal services above specified, for a one (1) year term commencing January 24, 2012, and to be paid in accordance with the 2012 Budget.

3. The contract is awarded as a "professional service" under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position and pursuant to a "fair and open" process as provided in N.J.S.A. 19:44A-20.4 et seq.

4. A notice of the award of this contract shall forthwith be printed once in The Gloucester County Times, an official newspaper of the Township of Franklin, authorized by law to publish the legal advertisements of the Township Committee of the Township of Franklin, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Township of Franklin.

ADOPTED, at a regular meeting of the Township Committee of the Township of Franklin on January 24, 2012.

ATTEST:

TOWNSHIP OF FRANKLIN

Carolyn K. Toy, Clerk

Joseph C. Petsch, Mayor

CERTIFICATION

I, Carolyn K. Toy, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on January 24, 2012.

Carolyn K. Toy, Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND GARY LOMANNO, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, GARY LOMANNO, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

GARY LOMANNO, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND GEORGE SOPONARRO, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, GEORGE SOPONARRO, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

GEORGE SOPONARRO, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND TIMOTHY SCAFIDDI, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, TIMOTHY SCAFIDDI, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

TIMOTHY SCAFIDDI, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND LINDA GALELLA, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, LINDA GALELLA, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and she shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote her best efforts to advance the interest of the Township; she shall perform her duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

LINDA GALELLA, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND STUART JAY, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, STUART JAY, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

STUART JAY, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND JERRY M. LONABAUGH, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, JERRY M. LONABAUGH, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

JERRY M. LONABAUGH, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN
AND LAWRENCE HUBERT, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Public Defender for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, LAWRENCE HUBERT, ESQUIRE hereinafter referred to as "Township Backup/Conflict Public Defender", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Public Defender shall be appointed to a one (1) year term to represent the Township for the calendar year 2012 commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township Municipal Court.

2. During the term of this Agreement, the Township Backup/Conflict Public Defender shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.

3. The Township Backup/Conflict Public Defender shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

LAWRENCE HUBERT, ESQUIRE

BY: _____
JOSEPH C. PETSCH, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK