

COUNTY OF MERCER

PRINCETON

STATE OF NEW JERSEY

RESOLUTION

WHEREAS, Princeton requires professional legal services for the period March 1, 2014 through December 31, 2014; and

WHEREAS, Princeton has solicited proposals from attorneys to serve as the municipal attorney for said timeframe; and

WHEREAS, the solicitation of said proposals was in full compliance with the Fair and Open Process for awarding such contracts as set forth in *N.J.S.A. 19:44A-20.5*; and

WHEREAS, Princeton wishes to therefore appoint a municipal attorney for the above-referenced timeframe.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. Effective March 1, 2014, Trishka W. Cecil, Esq. of the law firm of Mason, Griffin & Pierson, P.C. is hereby appointed the municipal attorney for Princeton.
2. Effective March 1, 2014, Mason, Griffin & Pierson, P.C. is hereby appointed the assistant municipal attorneys for said time frame.
3. The Mayor and Clerk are hereby authorized and directed to execute a professional services agreement to effectuate these appointments.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its regular meeting held on the 24th day of February, 2014.

Linda S. McDermott, Clerk
Princeton

2014 LEGAL SERVICES

AGREEMENT

THIS AGREEMENT, entered into this 24th day of February, 2014, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and **TRISHKA W. CECIL, ESQ.**, of Mason, Griffin & Pierson, P.C., 101 Poor Farm Road, Princeton, New Jersey 08540 (hereinafter referred to as "**CECIL**") (Federal Identification No. 22-3204010).

WITNESSETH:

WHEREAS, **PRINCETON** requires professional legal services to be performed for the municipality for the period of March 1, 2014 through December 31, 2014; and

WHEREAS, **PRINCETON** solicited proposals for the position of municipal attorney for **PRINCETON**; and

WHEREAS, said proposals were solicited and received in full compliance with the Fair and Open Process for awarding such contracts set forth in *N.J.S.A. 19:44A-20.5*.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of Princeton as follows:

1. **TRISHKA W. CECIL, ESQ.**, of the law firm of Mason, Griffin & Pierson, P.C. is hereby appointed the municipal attorney for **PRINCETON** for a term commencing March 1, 2014 and ending December 31, 2014.
2. **CECIL's** law firm, Mason, Griffin & Pierson, P.C. is hereby appointed the assistant municipal attorney for the term beginning March 1, 2014 and terminating December 31, 2014.
3. **CECIL** and Mason, Griffin & Pierson, P.C. shall be compensated as follows:
 - A. Princeton shall pay **CECIL** and Mason, Griffin & Pierson, P.C. a retainer in the amount of Ten Thousand Dollars (\$10,000.00) per month to provide all

of the general legal services required by **PRINCETON** during the given month.

- B. All items not part of the general legal services such as Affordable Housing, Capital Projects, Consolidation/Transition, Historic Preservation Commission representation, Land Development Escrow Work, etc. shall be billed to **PRINCETON** at the rate of \$150.00 per hour including services involving litigation.
- C. **CECIL** and Mason, Griffin & Pierson, P.C. shall implement a billing system that complies fully with the Best Practices Guidelines recommended by the New Jersey State Comptroller.

3. **PRINCETON** and **CECIL** incorporate by reference the Affirmative Action Addendum and attorney's certification of compliance attached hereto and made a part hereof as Exhibit A.

4. Mason, Griffin & Pierson, P.C. shall keep its New Jersey Business Registration Certificate current and on file with **PRINCETON**'s Chief Financial Officer during the term of this Agreement as required by P.L. 2004, c. 57 of the Laws of the State of New Jersey. The current certificate is attached hereto as Exhibit B.

5. The parties agree to adhere to the provisions of the New Jersey Local Unit Pay-to-Play statute, *N.J.S.A. 19:44A-20.7*, per attached Exhibit C.

6. Mason, Griffin & Pierson, P.C. shall keep in full force and effect its Professional Liability Insurance and name **PRINCETON** as an additional insured per attached Exhibit D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and date first written above.

ATTESTED:

Linda S. McDermott, Clerk

WITNESS:

Karen A. Jenkins

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Liz Lempert, Mayor

MASON, GRIFFIN & PIERSON, P.C.

By: _____
Trishka W. Cecil, Director