

RESOLUTION NO. 2025-011

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING BONNIE R. PETERSON, ESQUIRE, AS CHIEF MUNICIPAL PROSECUTOR FOR THE TOWNSHIP OF LITTLE EGG HARBOR AND THE TOWNSHIP OF EAGLESWOOD

WHEREAS, there exists a need for legal services as Prosecutor for the Township of Little Egg Harbor; and

WHEREAS, the Chief Prosecutor for the Township of Little Egg Harbor also serves as Prosecutor for the Township of Eagleswood, pursuant to a Shared Services Agreement between the municipalities; and

WHEREAS, although the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the award of contracts for “Professional Services” without competitive bids, the Township issued a request for proposals for professional service contracts in accordance with the competitive negotiation procedure as delineated within Section 40-8 of the Township Code of the Township of Little Egg Harbor, entitled “Fair and open process utilized to award contracts with anticipated value in excess of \$17,500”; and

WHEREAS, a determination of value has been made by the Township that said contract shall be a value in excess of \$17,500; and

WHEREAS, said competitive negotiation procedure satisfies the requirements of a fair and open process under N.J.S.A. 19:44A:20.2 et seq.; and

WHEREAS, all proposals were to be submitted to the Office of the Township Clerk by November 27, 2024; and

WHEREAS, Section 14 of P.L. 1996, c. 95 provides that a municipality may employ an attorney-at-law as a prosecutor, under the supervision of the Attorney General or County Prosecutor, who may represent the State, County, or municipality in any matter within the jurisdiction of a central municipal court or any other municipal court; and

WHEREAS, the Township Administrator has reviewed the proposals submitted and recommends Bonnie R. Peterson, Esquire, as Chief Municipal Prosecutor; and

WHEREAS, Bonnie R. Peterson, Esquire, is duly qualified to serve as Chief Municipal Prosecutor; and

WHEREAS, it is the desire of the Mayor and Township Council to appoint Bonnie R. Peterson, Esquire as Chief Municipal Prosecutor, pursuant to N.J.S.A. 2B:25-4(f) to have authority over other Prosecutors serving that Court with respect to the performance of their duties; and

WHEREAS, the amount of the contract to be awarded under this resolution is determined not to exceed \$60,000.00 which sum is reasonably estimated based upon such legal services as may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such legal services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded; 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.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That Bonnie R. Peterson, Esquire, is hereby appointed as Chief Municipal Prosecutor, in accordance with Section 14 of P.L. 1996, c. 95, for a term of one year, commencing January 1, 2025, and ending December 31, 2025 and shall be paid for all services as set forth on Schedule A, attached hereto and made a part hereof.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with Bonnie R. Peterson, Esquire.

3. That these contracts are awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because they are for services to be performed by a person(s) authorized by law to practice a recognized profession.

4. That a notice of this action shall be printed once in the official newspaper of the Township of Little Egg Harbor.

5. That this resolution shall take effect as of January 1, 2025.

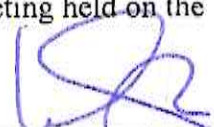
6. That the agreements shall be open ended contracts with funds being encumbered contingent upon the availability of funds in the budget year. A certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following is the line item appropriation (s), which constitutes the availability of funds for this contract:

01-20-757

7. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be provided by the Township Clerk to the Chief Financial Officer and Bonnie R. Peterson, Esquire.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 1st day of **January, 2025**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with the Bonnie R. Peterson, Esquire as Chief Municipal Prosecutor.

The amount of the contract to be awarded under this resolution is determined not to exceed \$60,000.00 which sum is based upon a reasonable estimate of the legal services required over the contract term. The Township of Little Egg Harbor is not obligated to spend this amount and is permitted to exceed this amount during the course of performance of this contract.

The funds which are available for this open-ended contract are found in the following line item appropriation(s): 01-20-757



RODNEY HAINES, Chief Financial Officer
Township of Little Egg Harbor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 1st day of **January, 2025**,

BETWEEN: **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as “Township”);

AND: **BONNIE R. PETERSON, ESQUIRE**, having its principal offices located at 1201 S.W. Central Park Avenue, P.O. Box J, Seaside Park, NJ 08752 (hereinafter referred to as “Chief Municipal Prosecutor”).

WITNESSETH:

WHEREAS, there exists a need for legal services as Prosecutor for the Township of Little Egg Harbor; and

WHEREAS, although the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the award of contracts for “Professional Services” without competitive bids, the Township issued a request for proposals for professional service contracts in accordance with the competitive negotiation procedure as delineated within Section 40-8 of the Township Code of the Township of Little Egg Harbor, entitled “Fair and open process utilized to award contracts with anticipated value in excess of \$17,500”; and

WHEREAS, a determination of value has been made by the Township that said contract shall be a value in excess of \$17,500; and

WHEREAS, said competitive negotiation procedure satisfies the requirements of a fair and open process under N.J.S.A. 19:44A:20.2 et seq.; and

WHEREAS, all proposals were to be submitted to the Office of the Township Clerk by November 27, 2024; and

WHEREAS, Section 14 of P.L. 1996, c. 95 provides that a municipality may employ an attorney-at-law as a prosecutor, under the supervision of the Attorney General or County

Prosecutor, who may represent the State, County, or municipality in any matter within the jurisdiction of a central municipal court or any other municipal court; and

WHEREAS, the Township Administrator has reviewed the proposals submitted and recommends Bonnie R. Peterson, Esquire; and

WHEREAS, Bonnie R. Peterson, Esquire, is duly qualified to serve as Chief Municipal Prosecutor; and

WHEREAS, it is the desire of the Mayor and Township Council to appoint Bonnie R. Peterson, Esquire, as Chief Municipal Prosecutor for the Township of Little Egg Harbor and for the Township of Eagleswood, in accordance with a Shared Services Agreement and Section 14 of P.L. 1996, c. 95; and

WHEREAS, the amount of the contract to be awarded under this resolution is determined not to exceed \$60,000.00 which sum is reasonably estimated based upon such legal services s may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such legal services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded; 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. That Bonnie R. Peterson, Esquire, is hereby appointed as Chief Municipal Prosecutor for the Township of Little Egg Harbor, in accordance with Section 14 of P.L. 1996, c. 95, for a term of one year, commencing January 1, 2025, and ending December 31, 2025.

2. The Chief Municipal Prosecutor shall provide all legal services required and necessary as Chief Municipal Prosecutor at an amount not to exceed \$60,000.00 for services rendered to the Township for the calendar year 2025. The Chief Municipal Prosecutor shall be paid in twelve (12) equal monthly installments of \$3,800.00 per month. The Chief Municipal Prosecutor shall also be paid the sum of One Hundred Seventy Five dollars (\$175.00) per hour for additional/special court appearance. The Chief Municipal Prosecutor shall also be paid the sum of Nine Hundred Fifty dollars (\$950.00) per session for Eagleswood Township court appearances. The amount of the contract to be awarded is set forth in the approving Resolution which sum is reasonably estimated based upon such legal services s may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such legal services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded.

3. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(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 Chief Municipal Prosecutor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a).

4. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.6 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Chief Municipal Prosecutor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.6.

5. The Chief Municipal Prosecutor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

6. The Chief Municipal Prosecutor 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.

7. The Chief Municipal Prosecutor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Chief Municipal Prosecutor.

8. Before final payment on the contract is made by the Township, the Chief Municipal Prosecutor 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.

9. For the term of the contract, the Chief Municipal Prosecutor 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.

10. 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 Township of Little Egg Harbor and the Chief Municipal Prosecutor 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 AND ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, CMC, RMC
Township Clerk
(Seal)

By _____
DANIEL MAXWELL, MAYOR

As to Bonnie R. Peterson, Esquire

By _____
BONNIE R. PETERSON, ESQUIRE

BONNIE R. PETERSON

ATTORNEY - AT - LA
1201 S.W. CENTRAL AVENUE * P.O. BOX J
SEASIDE PARK, NEW JERSEY 08752

TELEPHONE: (732) 830-5900
FAX: (732) 830-0027
EMAIL: brp@petersonfirmnj.com

John A. Peterson, Jr. (J.S.C. ret.)
(of Counsel)

October 22, 2024

Kelly Lettera, CMC, RMC
Township of Little Egg Harbor
665 Radio Road
Little Egg Harbor, NJ 08087

RE: Bid for Position #12 – Township Prosecutor for 2025

Dear Ms. McCracken:

Enclosed please find and one original copy, two hard copies, and one CD of my proposal and attachments for the position of Alternate Township Prosecutor for Little Egg Harbor, NJ for 2025. As the attached resume indicates, I have had over twenty-five years of experience as a criminal trial attorney, including service as both as a Senior Assistant Ocean County Prosecutor and as the Ocean County Deputy Public Defender. I have personally handled every possible type of criminal trial from matters as simple as borough ordinances, to trials as complex as death penalty murder cases. I taught Criminal Law and Constitutional Law at Ocean County College for over twenty years, have been an instructor in the Ocean County Police Academy, and am a member of the State of NJ Municipal Prosecutors Association.

I presently serve as the Municipal Prosecutor for the Borough of Seaside Park, the Boroughs of Ship Bottom, Lavallette, Mantoloking Manchester Township Little Egg Harbor Township and Bay Head. I also serve as the Alternate Municipal Prosecutor in the municipalities of Berkeley Township, Lacey, Stafford, and several other Ocean County municipalities. As a sole practitioner, I handle all matters myself and no other attorney would be assigned to handle Little Egg Harbor Township matters.

Insofar as the requirements set forth in the Request for Proposal, I have attached hereto a copy of my recent resume, a copy of the cover sheet of my professional liability insurance policy and my NJ Business Registration Certificate. I have never had a professional liability claim filed against me or my law firm. My

license to practice law is in good standing, and has never been suspended or revoked. I have never had a judgment against me or my law firm, nor have I ever had an ethics violation.

My rate would be \$3,800.00 per month as Township Prosecutor. This would include appearances at all scheduled court sessions as well as preparation and forwarding of correspondence related thereto. This would include consultation with the police department, conferences with attorneys, preparation of all necessary legal briefs and memoranda. I would additionally charge \$950.00 per month to serve as the Eagleswood Township municipal prosecutor.

Although I would not anticipate any additional fees, if the governing body requested additional services and authorized additional fees, I would bill for such services at an hourly rate of \$175.00 per hour.

Thank you for your consideration of this application. References are attached hereto. Should you have any further questions, please feel free to contact me.

Very truly yours,


Bonnie R. Peterson

BRP/cr
Enclosures

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____
Signature _____
Title _____
Date _____