

SIGNATURE PAGE

P-18-2022

To the Monmouth County Board of County Commissioners:

**THE UNDERSIGNED HEREBY DECLARES THAT
I (WE) HAVE CAREFULLY EXAMINED THE SPECIFICATIONS.
I (WE) HEREBY CERTIFY PRICES QUOTED ARE IN ACCORDANCE
WITH YOUR REQUIREMENTS.**

Company Name: Malcolm V. Carton, Esq.
(PRINT)

Preparer's Name: Millie Walsh
(PRINT)

Signature: Millie Walsh 11/17/21
(DATE)

Address: 318 Main St, P.O. Box 97
Avon, NJ 07717

Telephone No.: 732-776-4777

Fax No.: 732-776-6901

E-Mail Address: malcolmvcarton@verizon.net
*****(This should be the email where Contracts would be sent)*****

Contact Person: Millie Walsh

FEIN: [REDACTED]
(Federal Employee ID)

(Revised 2/2017)

COMPENSATION STRUCTURE
ACKNOWLEDGEMENT FORM

SPECIAL COUNTY COUNSEL - GENERAL
P-18-2022

By signing below, proposing firms acknowledge and accept that the compensation outlined on this page shall be the compensation structure for all awarded firms. The County will not consider any alternative rates, fees or expenses, depending on the totality of the circumstances any proposal containing an alternate rate schedule may be rejected as non-compliant. Please do not include any such fees in your proposal.

Signature:  Date: 11-17-21

Compensation

1. **Liability Defense Work** For legal work in **defense of liability claims** against the County for bodily injury or property damage, the Attorney will be compensated as follows:
 - a. \$4,000.00 fixed fee for a **limited engagement in State Court**, such as an engagement for the limited purpose of a motion to dismiss a complaint. The Attorney will be responsible for all fees and costs associated with such legal work, with the exception of any court filing fees, which may be charged against the Superior Court County Counsel Account.
 - b. \$5,000.00 fixed fee for a **limited engagement in Federal Court**, such as an engagement for the limited purpose of a motion to dismiss a complaint. The Attorney will be responsible for all fees and costs associated with such legal work, with the exception of any court filing fees, which will be reimbursed to the Attorney.
 - c. \$175.00 per hour for attorney work and \$75.00 per hour for paralegal work for a **plenary engagement**. If a limited engagement under subparagraphs a. and b. is converted by the County to a plenary engagement, the County shall be entitled to a credit for any part of the fixed fee that exceeds the hours actually worked during the limited engagement, at \$175.00 per hour for attorney work and \$75.00 per hour for paralegal work.

2. **Other Legal Work** For **other legal work**, excluding services provided under paragraph 1 above, the County will pay the Attorney as follows:

<u>Services of:</u>	<u>Rate Per Hour:</u>
a. Sole Practitioners/Partners/Of Counsel	\$175.00
b. Associates	\$135.00
c. Law Clerks and Paralegals	\$ 75.00

With regard to hourly work under subparagraphs 1.c. and 2., the Attorney will bill the County on a pro-rated hourly basis, in tenths of an hour, with a minimum charge of one-tenth of an hour, i.e., six (6) minutes. This includes telephone calls, preparing, dictating, filing and reviewing letters, pleadings or other documents, legal research, negotiations, attendance at meetings, and any other legal services performed under the Contract.

3. Modification of Fees The County may **modify the fees** stated in paragraphs 1 and 2 above, upon thirty (30) days prior written notice to the Attorney. If the Attorney is unwilling to accept such modification(s), the Attorney may terminate the Contract upon written notice to the County delivered prior to the effective date of the modification(s).
4. Costs and Expenses For work performed under subparagraph 1.c. and paragraph 2. above, the County will pay the Attorney for the following **costs and expenses**:

Actual (not estimated) reasonable and necessary court filing fees, application fees, messenger services only upon prior approval of County Counsel, and other out-of-pocket costs which are customarily borne by the client of an attorney, including expert witness fees, but excluding out-of-pocket electronic research costs.

The Attorney may, however, require that expert(s) be retained by and paid directly by the County.

For work performed under subparagraphs 1.a. and 1.b. above, upon prior approval of County Counsel, the County will pay the Attorney for actual (not estimated) application fees, messenger services, and other out-of-pocket costs which are customarily borne by the client of an attorney.

5. Travel Time Travel time shall not be reimbursable.