



BOROUGH OF MOUNTAINSIDE  
GOVERNMENT RECORDS REQUEST FORM



1385 ROUTE 22

MOUNTAINSIDE, NJ 07092

908-232-2400 908-232-6831 FAX

MARTHA LOPEZ mlopez@mountainside-nj.com

Important Notice

The reverse side of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information - Please Print

First Name Paul MI J. Last Name Peyton

E-mail Address editor@goleader.com

Mailing Address 251 North Avenue, West

City Westfield State NJ Zip 07090

Telephone 908-232-4407 FAX 908-232-0473

Preferred Delivery: Pick Up  US Mail  On-Site Inspect  Fax  Email

If you are requesting records containing personal information, please select one: Under penalty of N.J.S.A. 2C:28-3, I certify that I  HAVE /  HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Payment Information

Maximum Authorization Cost \$ \_\_\_\_\_

Select Payment Method

Cash  Check  Money Order

Fees: Letter Size @\$.05  
Legal Size @\$.07

Delivery: Delivery / postage fees additional depending upon delivery type.

Extras: Special service charge dependent upon request.

Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

Copies of borough contracts with Joseph J. Santiago and Christine A. Amalfe of Gibbons LLC law firm.

AGENCY USE ONLY

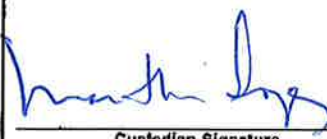
Est. Document Cost	_____
Est. Delivery Cost	_____
Est. Extras Cost	_____
Total Est. Cost	_____
Deposit Amount	_____
Estimated Balance	_____
Deposit Date	_____

AGENCY USE ONLY

**Disposition Notes**  
Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

In Progress	-	Open	_____
Denied	-	Closed	_____
Filled	-	Closed	_____
Partial	-	Closed	_____

AGENCY USE ONLY

<b>Tracking Information</b>		<b>Final Cost</b>	
Tracking #	_____	Total	_____
Rec'd Date	_____	Deposit	_____
Ready Date	_____	Balance Due	_____
Total Pages	_____	Balance Paid	_____
Records Provided			
 Custodian Signature		<u>6/7/18</u> Date	

## AGREEMENT

**THIS AGREEMENT** is entered into as of the date last executed below by and between the **BOROUGH OF MOUNTAINSIDE** (the "Borough"), a contracting unit with an address at 1385 U.S. Highway 22 East, Mountainside, New Jersey 07092, and **SANTIAGO ASSOCIATES, LLC** ("Santiago"), a provider of police management consulting services with an address at 109 Saint Joseph Drive, Stirling, New Jersey 07980.

In consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Santiago's Obligations.**

- a. Santiago will, over the course of the next one-hundred-twenty (120) days, conduct a strategic evaluation of the Mountainside Police Department (the "Department"), and, at the conclusion thereof, recommend best practices for the Department to implement. The best practices will be designed to promote a culture of accountability, transparency, and professionalism within the Department.
- b. Santiago will keep track of every fifteen minutes spent providing services to the Borough.

**2. The Borough's Obligations.**

- a. The Borough will instruct the Department to fully cooperate with Santiago's strategic evaluation.
- b. In exchange for Santiago's services, the Borough will pay Santiago at an hourly rate of two-hundred-fifty dollars (\$250.00), not to exceed in the aggregate seventeen-thousand-five-hundred dollars (\$17,500.00).

**3. Santiago's Representations.**

- a. Joseph J. Santiago has the authority to enter into this Agreement on behalf of Santiago Associates, LLC.
- b. Santiago has completed and filed all necessary forms with the appropriate governmental entities, including all political disclosure forms, before entering into this Agreement.
- c. Santiago has adequate and sufficient liability insurance to cover any claims that may arise in connection with the services Santiago is providing pursuant to this Agreement.

- d. Santiago will hold the Borough harmless against any acts committed by Santiago's personnel under this Agreement.

4. **The Borough's Representations.**

- a. The Borough has designated Martha Lopez as its qualified purchasing agent, and, as such, she has the authority to enter into this Agreement on behalf of the Borough.

5. **Miscellaneous Provisions.**

- a. This Agreement constitutes the entire agreement between the parties. No other statement, promise, or agreement, either written or oral, made by the parties or agents of the parties that is not contained within this Agreement will be enforceable.
- b. This Agreement will be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of New Jersey, in which it is being executed and in which it has its situs.
- c. This Agreement will be construed as a whole, according to its plain meaning, and not strictly for or against any party.
- d. Should any term of this Agreement be declared to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining terms will not be affected by such declaration.
- e. This Agreement cannot be modified or amended except in writing, agreed to by the parties.
- f. This Agreement or services rendered hereunder will not be assigned without the written consent of the Borough.
- g. This Agreement may be executed in any number of counterparts, each of which will be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. A facsimile copy or an emailed copy of any party's signature will be deemed as legally binding as the original signature.

[Signatures on Next Page]

**SIGNATURES OF THE PARTIES:**

**Santiago Associates, LLC**

By:   
Joseph J. Santiago

Date: 18 June 18

**Borough of Mountainside**

By:   
Martha Lopez, Qualified Purchasing Agent

Date: 6/18/18

May 18, 2018

**PERSONAL AND CONFIDENTIAL**

**VIA Email**

The Honorable Paul N. Mirabelli, Mayor  
The Borough of Mountainside  
1385 U.S. Highway 22 East  
Mountainside, NJ 07092

Re: **Jeffrey Steinner, et al., vs. The Borough of Mountainside**

Dear Mayor Mirabelli:

Thank you for selecting Gibbons P.C. (the "Firm") to represent The Borough of Mountainside ("You" or "Client") in reference to the above-referenced matter. We are required by the Rules of Professional Conduct to provide to you in writing a description of the scope of our representation and our fee structure, so as to obtain informed authorization of our retention.

**Description of Services**

We will render such ordinary and necessary legal services as may be required of us in connection with this matter. We will keep you informed of the status and progress of our efforts and will respond promptly to your inquiries.

**Client Responsibilities**

You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding our representation, you agree to provide us with all pertinent changes to your contact information, including phone numbers and e-mail addresses. Additionally, you agree to make Client officers and employees available to attend trial, hearings, depositions and discovery conferences, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations.

**Fees and Costs**

We will be entitled to a reasonable fee for our services, based upon the amount of professional and paralegal time spent at our regular hourly rates, the difficulty and complexity of the facts and issues involved, the scope and intensity of the opposition encountered, the time pressures under which we must operate and the results accomplished. Our Firm bills for attorney

## GIBBONS P.C.

**The Honorable Paul N. Mirabelli, Mayor**

The Borough of Mountainside

May 18, 2018

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time at hourly rates which range from \$295.00 for our most junior associates to \$865.00 per hour for our most senior director. We also utilize paralegals whose rates vary between \$160.00 and \$245.00 per hour. We typically adjust our rates annually to take into account the experience, capabilities and seniority of attorneys, changing market conditions and general economic factors.

I will be principally responsible for this matter. My current hourly rate is \$630. Suzanne Brock will also be involved in this matter. Her rate is \$440 per hour. Also, Tim Tremba, an associate in the Employment and Labor group, will also be involved.

As a courtesy to The Borough of Mountainside, we have received permission to discount our Gibbons' rates for this matter as follows:

Christine A.	\$425
Suzanne Brock	\$325
Timothy Tremba	\$295
Paralegal	\$175

We will provide you with a detailed bill of the time value of our services rendered on a monthly basis. Our policy is to bill in increments of 1/10 an hour. We bill for interoffice conference and travel time, if same is necessary. Our monthly invoice also will include other fees, charges and expenses incurred by us, including, but not limited to, courier or messenger services, computerized research, long distance telephone calls, copying materials, travel expenses and other than ordinary mail postage.

You agree to the foregoing schedule of billing and charges for fees and expenses and agree to pay in full the amount of each invoice upon presentation.

### **Withdrawal and Termination**

We may terminate our relationship at any time, and will do so if you breach this retention agreement, including failure to timely pay our bills, the refusal or failure to cooperate with us in our representation or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical under the Rules of Professional Conduct and applicable rules of court. We will be entitled to be paid for all services rendered and costs or expenses incurred through the date of withdrawal.

You may at any time terminate our representation upon written notice to the Firm. Such termination, however, will not relieve you of the obligation to pay for all services already

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**The Honorable Paul N. Mirabelli, Mayor**

The Borough of Mountainside

May 18, 2018

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rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred through the date of termination.

Our representation will terminate upon our sending to you our final statement for services rendered in this matter.

**Document Retention Policy**

Upon the conclusion of our representation, we will return to you any originals of the documents and materials you supplied to us. Unless otherwise requested, we will retain for a period of seven years any of our files concerning this matter. At that time, we reserve the right to dispose of them without further notice. If you desire to have the Firm contact you upon the expiration of the seven year retention period, please notify us prior to this time and please ensure that you update any changes in your contact information.


**Scope of Services**

Upon signing this letter, you are retaining our firm to serve as counsel with respect to the captioned matter only. Because we are not your general counsel, our agreement to represent you in this engagement does not involve an undertaking to represent Client or its interests in any other matter. In particular, our present engagement does not include responsibility: (1) for review of your insurance policies to determine the possibility of coverage for the claims asserted in this matter; (2) for notification of your insurance carriers; or (3) for advice to you about any potential disclosure obligations under the federal and state laws with respect to any of the matters on which Client retained us.

If our representation, on the terms described above, is acceptable, please execute a copy of this letter in the space provided below and return the executed copy to me. If you have any questions, please do not hesitate to contact me. I look forward to working with you on this matter.

Sincerely yours,

GIBBONS P.C.

By:   
Christine A. Amalfè  
Director

CAA/tt

GIBBONS P.C.

**The Honorable Paul N. Mirabelli, Mayor**

The Borough of Mountainside

May 18, 2018

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I have read, understand and agree to be bound  
by the terms and conditions set forth herein

**THE BOROUGH OF MOUNTAINSIDE**

By: \_\_\_\_\_

*Paul N Mirabelli*

Name: *Paul N Mirabelli*

Title: *Mayor*

cc. John Post, Esq





CHRISTINE A. AMALFE  
Director

Gibbons P.C.  
One Gateway Center  
Newark, New Jersey 07102-5310  
Direct: (973) 596-4629 Fax: (973) 639-6230  
camalfo@gibbonslaw.com

June 13, 2018

**PERSONAL AND CONFIDENTIAL**

**VIA ELECTRONIC MAIL - jpost@postpolak.com**

The Honorable Paul N. Mirabelli, Mayor  
The Borough of Mountainside  
1385 U.S. Highway 22 East  
Mountainside, NJ 07092

**Re: Jeffrey Steinner, et al., vs. The Borough of Mountainside**

Dear Mayor Mirabelli:

Thank you for selecting Gibbons P.C. (the "Firm") to represent The Borough of Mountainside ("You" or "Client") in reference to the above-referenced matter. We are required by the Rules of Professional Conduct to provide to you in writing a description of the scope of our representation and our fee structure, so as to obtain informed authorization of our retention.

**Description of Services**

We will render such ordinary and necessary legal services as may be required of us in connection with this matter. We will keep you informed of the status and progress of our efforts and will respond promptly to your inquiries.

**Client Responsibilities**

You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding our representation, you agree to provide us with all pertinent changes to your contact information, including phone numbers and e-mail addresses. Additionally, you agree to make Client officers and employees available to attend trial, hearings, depositions and discovery conferences, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations.

**Fees and Costs**

We will be entitled to a reasonable fee for our services, based upon the amount of professional and paralegal time spent at our regular hourly rates, the difficulty and complexity of the facts and issues involved, the scope and intensity of the opposition encountered, the time pressures under which we must operate and the results accomplished. Our Firm bills for attorney

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The Honorable Paul N. Mirabelli, Mayor  
The Borough of Mountainside  
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time at hourly rates which range from \$295.00 for our most junior associates to \$865.00 per hour for our most senior director. We also utilize paralegals whose rates vary between \$160.00 and \$245.00 per hour. We typically adjust our rates annually to take into account the experience, capabilities and seniority of attorneys, changing market conditions and general economic factors.

I will be principally responsible for this matter. My current hourly rate is \$630. Suzanne Brock will also be involved in this matter. Her rate is \$440 per hour. Also, Tim Tremba, an associate in the Employment and Labor group, will also be involved.

As a courtesy to The Borough of Mountainside, we have received permission to discount our Gibbons' rates for this matter as follows:

Christine A. Amalfe	\$425
Suzanne Brock	\$325
Timothy Tremba	\$295
Paralegal	\$175

We understand Summit Risk Services will pay the firm at the following rates:

Christine A.	\$160
Suzanne Brock	\$160
Timothy Tremba	\$140
Paralegal	\$75

As agreed, The Borough of Mountainside will pay the difference between the Summit Risk Services and the discounted Gibbons' rates.

We will provide you with a detailed bill of the time value of our services rendered on a monthly basis. Our policy is to bill in increments of 1/10 an hour. We bill for interoffice conference and travel time, if same is necessary. Our monthly invoice also will include other fees, charges and expenses incurred by us, including, but not limited to, courier or messenger services, computerized research, long distance telephone calls, copying materials, travel expenses and other than ordinary mail postage.

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The Honorable Paul N. Mirabelli, Mayor  
The Borough of Mountainside  
June 13, 2018  
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**Withdrawal and Termination**

We may terminate our relationship at any time, and will do so if you breach this retention agreement, including failure to timely pay our bills, the refusal or failure to cooperate with us in our representation or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical under the Rules of Professional Conduct and applicable rules of court. We will be entitled to be paid for all services rendered and costs or expenses incurred through the date of withdrawal.

You may at any time terminate our representation upon written notice to the Firm. Such termination, however, will not relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred through the date of termination.

Our representation will terminate upon our sending to you our final statement for services rendered in this matter.

**Document Retention Policy**

Upon the conclusion of our representation, we will return to you any originals of the documents and materials you supplied to us. Unless otherwise requested, we will retain for a period of seven years any of our files concerning this matter. At that time, we reserve the right to dispose of them without further notice. If you desire to have the Firm contact you upon the expiration of the seven year retention period, please notify us prior to this time and please ensure that you update any changes in your contact information.

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If our representation, on the terms described above, is acceptable, please execute a copy of this letter in the space provided below and return the executed copy to me. If you have any

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The Honorable Paul N. Mirabelli, Mayor  
The Borough of Mountainside  
June 13, 2018  
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questions, please do not hesitate to contact me. I look forward to working with you on this matter.

Sincerely yours,

GIBBONS P.C.

By: Christine A. Amalfe  
Christine A. Amalfe  
Director

CAA/tit

I have read, understand and agree to be bound by the terms and conditions set forth herein.

THE BOROUGH OF MOUNTAINSIDE

By: Paul N. Mirabelli  
Name: Paul N. Mirabelli  
Title: Mayor