CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, effective as of January 1, 2022 (the "Effective Date"), is by and between the Township of Delran ("Delran"), a municipality within the State of New Jersey, located at 900 Chester Avenue Delran, New Jersey 08075 and Wendy Mitchell, doing business as WLMitchell Consulting ("Consultant"), located at 702 Highland Avenue Palmyra, New Jersey 08065.

WHEREAS, Delran requires consulting services in the area of communication management in the Township and Consultant represents that it has the education, training, and experience required by the Township for this effort;

WHEREAS, this Agreement is of mutual interest and benefit to Delran and Consultant and will further the objective of Delran in a manner consistent with its status as a municipality in the State;

NOW THERFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree to the following:

1. **Services:** During the term of this Agreement, Consultant will provide consultation, guidance and technical assistance to Delran, specifically to provide the agreed services to the Mayor and Administrator outlined in the Scope of Consulting Services attached hereto as Schedule A which is incorporated by reference as if set forth at length herein. These services include but are not limited to funneling and distribution of resident concerns or inquiries, received by social media, phone calls or other methods, to Administrator and Mayor and prioritization of same. At the sole discretion of Delran, this Scope of Work may be reasonably modified, reduced or expanded. Consultant may be requested to work on other matters, programs and/or projects.
2. **Terms of Agreement:** The term of this Agreement shall be for twelve (12) months beginning from the Effective Date, unless terminated earlier as provided herein. Delran may terminate this Agreement for any reason or no reason, upon twenty (20) days advance written notice to Consultant. Consultant may terminate this Agreement in the event that Delran commits a breach of its material obligations hereunder, upon twenty (20) days advance written notice and where Delran does not cure the breach.
3. **Compliance with All Laws:** Consultant agrees to perform all services required under this Agreement at the highest standard of quality, and in accordance with Delran policy and all applicable local, state and federal requirements and executive orders applicable to the Work, as these requirements may be amended from time to time.
4. **Payment:** Delran will pay Consultant forty thousand dollars ($40,000.00) for the term. Payments will be made monthly for Consultant's successful performance of this Agreement. Consultant shall be permitted to invoice Delran in accordance with the following schedule/phases: Invoices are to be submitted monthly, to be approved by Council at the following Public Meeting or Work Session.
5. **Independent Contractor/No Agent:** Consultant is and shall be an independent contractor and not an employee of Delran. As such, Consultant shall not be entitled to

any right or benefit applicable to Delran employees including, without limitation, vacation, sick, or administrative days; medical, dental, or life insurance or benefits; or pension benefits. Consultant understands and agrees that because it is an independent contractor, Delran will make no deduction from payment hereunder on account of federal or state income tax, social security, disability or unemployment insurance, or the like. Consultant is solely responsible for payment of all governmental obligations arising in connection with this Agreement. Neither party nor any of their respective employees or independent contractors is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter, except as specifically allowed herein and limited to the narrowest construction thereof. Neither shall be bound by the acts or conduct of the other.

AGREED TO AND ACCEPTED BY:

Township of Delran

By: _____ Date: 1/22/22

Gary Catrambone, Mayor

Wendy Mitchell Consulting

By: _____ Date: 1/22/22

Wendy Mitchell

Attachments As Referenced Above:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MITCHELL, WENDY L
Trade Name:	
Address:	702 HIGHLAND AVE PALMYRA, NJ 08065-0806
Certificate Number:	2587432
Effective Date:	May 17, 2021
Date of Issuance:	May 17, 2021

For Office Use Only:

20210517085011550

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED WLMitchell Consulting 702 Highland Ave Palmyra, NJ 08065	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y		UDC-5060094-EO-22	01/17/2022	01/17/2023	Each Claim: Aggregate:	$ 250,000 $ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Relations/Communications- Governmental

CERTIFICATE HOLDER	CANCELLATION
Delran Township 900 Chester Avenue Delran NJ 08075	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2022

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PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
WLMitchell Consulting
702 Highland Ave
Palmyra, NJ 08065

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		UDC-5060094-CGL-22	01/17/2022	01/17/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 300,000 $ 100,000 $ 5,000 $ 300,000 $ 600,000 $ S/T Gen. Agg $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Public Relations/Communications- Governmental

CERTIFICATE HOLDER
Delran Township
900 Chester Avenue
Delran NJ 08075

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE