

Veronica Laureigh &lt;lanceyclerk@laceytownship.org&gt;

Log # 413

**OPRA request - Contract between labor counsel and township**

1 message

Date Due 8-6

Joe M &lt;opra+request-15674-960d417b@requests.opramachine.com&gt;

Wed, Jul 29, 2020 at 7:06 AM

To: OPRA requests at Lacey Township &lt;lanceyclerk@laceytownship.org&gt;

Dear Lacey Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Contract or negotiated agreement with Labor Counsel Armando Riccio.

Yours faithfully,

Joe M

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Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:  
opra+request-15674-960d417b@requests.opramachine.com

Is lanceyclerk@laceytownship.org the wrong address for OPRA requests to Lacey Township? If so, please contact us using this form:

[https://opramachine.com/change\\_request/new?body=lacey\\_township](https://opramachine.com/change_request/new?body=lacey_township)

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request &amp; responses online:

[https://opramachine.com/request/contract\\_between\\_labor\\_counsel\\_a](https://opramachine.com/request/contract_between_labor_counsel_a)

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

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Clerk

I emailed this,

Lm  
8-6-2020

**RESOLUTION NO. 2020-11**

**RESOLUTION OF THE TOWNSHIP OF LACEY, COUNTY  
OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE  
APPOINTMENT OF ARMANDO RICCIO, ESQ. AS LABOR  
COUNSEL AND THOMAS GANNON, ESQ. AS ALTERNATE  
LABOR COUNSEL FOR THE TOWNSHIP OF LACEY**

**WHEREAS**, the Township of Lacey is in need of the services of Labor Counsel; and

**WHEREAS**, the maximum amount of the contract to be awarded under this resolution is as set forth in the 2020 Municipal Budget as needed; and

**WHEREAS**, the Township's Chief Financial Officer has determined and certified that the anticipated value of the contract will exceed \$17,500 and has certified that there are funds available for this contract, which certification is annexed hereto; 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 compliance with Chapter 19, P.L. 2004; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be made available for public inspection.

**WHEREAS**, all proposals were submitted to the Office of the Municipal Clerk by November 14, 2019; and

**WHEREAS**, the Township has reviewed the proposals submitted and recommends Armando Riccio, Esquire of Armando V. Riccio, LLC as Labor Counsel; and

**WHEREAS**, the Township has reviewed the proposals submitted and recommends Thomas Gannon, Esq. of Hering, Gannon & McKenna as Alternate Labor Counsel; and

**WHEREAS**, the Township has determined that Armando Riccio, Esquire, and Thomas Gannon, Esquire of Hering, Gannon & McKenna have the ability and expertise to perform the services required by the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Lacey, County of Ocean, State of New Jersey, as follows:

1. That Armando Riccio, Esquire, of the firm Armando V. Riccio, LLC is hereby appointed as Labor Counsel for the township of Lacey for a term of one (1) year, commencing on January 1, 2020 and ending on December 31, 2020.

2. That Thomas Gannon, Esquire, of the firm Hiering, Gannon and McKenna is hereby appointed as Alternate Labor Counsel for the Township of Lacey for a term of one (1) year, commencing on January 1, 2020 and ending on December 31, 2020.

3. The Mayor is hereby authorized to execute and the Township Clerk to attest the attached Agreement with Armando Riccio, Esquire and Thomas Gannon, Esquire.

4. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because it is for services to be performed by a person authorized by law to practice a recognized profession.

5. This contract is awarded pursuant to a fair and open solicitation process in compliance with Chapter 19, P.L. 2004.

6. A notice of this action shall be printed once in the official newspaper of the Township of Lacey.

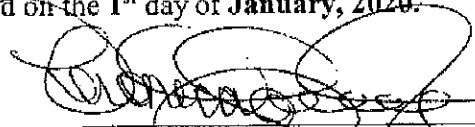
7. This resolution shall take effect January 1, 2020.

8. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer, Armando Riccio, Esquire and Thomas Gannon, Esquire.

9. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

#### CERTIFICATION

I, **VERONICA LAUREIGH**, do hereby certify that I, the undersigned, am the Township Clerk of the Township of Lacey and am duly authorized to certify Resolutions adopted by the Township Committee at a regular meeting held on the 1<sup>st</sup> day of January, 2020.

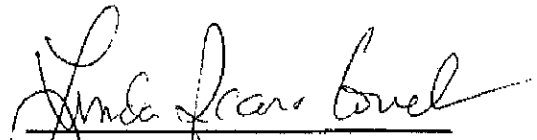


**VERONICA LAUREIGH, CMC/AAE**  
Municipal Clerk/Administrator

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **LINDA PICARO-COVELLO**, Chief Financial Officer for the Township of Lacey, do hereby certify that adequate funds are available for a contract with Armando Riccio, Esquire, of Armando V. Riccio, LLC and Thomas Gannon, Esquire of the firm Hering, Gannon and McKenna in the amount of \$10,000.00 and as amended by the adoption of the 2020 budget.

The funds which are available for this contract are found in the following line items appropriations or ordinances:

  
**LINDA PICARO-COVELLO**  
Chief Financial Officer

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** dated the 1<sup>st</sup> day of **January, 2020**,

**BETWEEN:**            **TOWNSHIP OF LACEY**, a municipal corporation of the State of New Jersey, having its principal offices located at 818 W. Lacey Road, Forked River, New Jersey 08731 (hereinafter referred to as "Township")

**AND:**                **ARMANDO RICCIO, ESQUIRE**, having his principal offices located at 7A North Main Street, Medford, New Jersey 08055 (hereinafter referred to as "Attorney")

**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.        The Attorney(s) is hereby retained as Labor Counsel for a term not to exceed one (1) year commencing January 1, 2020 and terminating on December 31, 2020.
2.        The Attorney(s) will, as requested by the Township, supervise and coordinate the management labor relations of the Township, including but not limited to, participation in collective bargaining negotiations, grievances and administrative proceedings, arbitration and litigation
3.        For the services rendered, the Attorney(s) will be compensated at an hourly rate of **One Hundred Seventy-five and No/100 (\$175.00) Dollars** per hour. \$125 per hour for work performed by the Firm's Consultants and \$90 per hour for the paralegals and law clerk. Time billed is in increments of 1/10<sup>th</sup> of an hour. Out of pocket expenses would be charged at actual cost, without application of any mark up. No charge will be imposed for late fees. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2020, except as amended and supplemented.
4.        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 contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said Regulations.
5.        The parties to this contract agree to incorporate into this contract the mandatory

language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 5.3.

6. The Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein be reference.

7. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

8. The Township of Lacey and the Attorney 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.

**ATTEST:**

**TOWNSHIP OF LACEY**

\_\_\_\_\_  
**VERONICA LAUREIGH, CMC/AAE**  
Township Clerk/Administrator  
(SEAL)

By \_\_\_\_\_  
**STEVEN KENNIS, Mayor**

**ARMANDO V. RICCIO, LLC**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
**ARMANDO V. RICCIO, ESQUIRE**  
For the Firm

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** dated the **1<sup>st</sup>** day of **January, 2020**,

**BETWEEN:**            **TOWNSHIP OF LACEY**, a municipal corporation of the State of New Jersey, having its principal offices located at 818 W. Lacey Road, Forked River, New Jersey 08731 (hereinafter referred to as "Township")

**AND:**                **THOMAS GANNON, ESQUIRE, OF HIERING, GANNON & MCKENNA** having his principal offices located at 29 Hadley Avenue, Toms River, New Jersey 08753 (hereinafter referred to as "Attorney")

**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.     The Attorney(s) is hereby retained as Alternate Labor Counsel for a term not to exceed one (1) year commencing January 1, 2020 and terminating on December 31, 2020.
2.     The Attorney(s) will, as requested by the Township, supervise and coordinate the management labor relations of the Township, including but not limited to, participation in collective bargaining negotiations, grievances and administrative proceedings, arbitration and litigation
3.     For the services rendered, the Attorney(s) will be compensated at an hourly rate of **One Hundred Sixty and No/100 (\$160.00.00) Dollars** per hour. In addition to legal fees, the Township must pay the following costs and expenses: Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, depositions costs, messenger services (\$20.00 per hour), photocopying charges (.30 per copied page), telephone calls and postage (5% of the total bill), and any other necessary expenses in this matter. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2020, except as amended and

supplemented.

4. 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 contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said Regulations.

5. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 5.3.

6. The Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein be reference.

7. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

8. The Township of Lacey and the Attorney 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.

**ATTEST:**

**TOWNSHIP OF LACEY**

\_\_\_\_\_  
**VERONICA LAUREIGH, CMC/AAE**  
Township Clerk/Administrator  
(SEAL)

By \_\_\_\_\_  
**STEVEN KENNIS, Mayor**

**HIERING, GANNON AND MCKENNA**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
**THOMAS GANNON, ESQUIRE**  
For the Firm

**RESOLUTION NO. 2019-120**

**RESOLUTION OF THE TOWNSHIP OF LACEY, COUNTY  
OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE  
APPOINTMENT OF ARMANDO RICCIO AS SPECIAL  
LABOR COUNSEL FOR THE TOWNSHIP OF LACEY**

**WHEREAS**, the Township of Lacey is in need of the services of Labor Counsel; and

**WHEREAS**, the maximum amount of the contract to be awarded under this resolution is as set forth in the 2019 Municipal Budget as needed; and

**WHEREAS**, the Township's Chief Financial Officer has determined and certified that the anticipated value of the contract will exceed \$17,500 and has certified that there are funds available for this contract, which certification is annexed hereto; 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 compliance with Chapter 19, P.L. 2004; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be made available for public inspection.

**WHEREAS**, all proposals were submitted to the Office of the Municipal Clerk by April 4, 2019; and

**WHEREAS**, the Township has reviewed the proposals submitted and recommends Armando Riccio as Special Labor Counsel; and

**WHEREAS**, the Township has determined that Armando Riccio has the ability and expertise to perform the services required by the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Lacey, County of Ocean, State of New Jersey, as follows:

1. That Armando Riccio, is hereby appointed as Labor Counsel for the Township of Lacey for a term of one (1) year, commencing on April 15, 2019 and ending on December 31, 2019.
2. The Mayor is hereby authorized to execute and the Township Clerk to attest the attached Agreement with Armando Riccio.

3. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because it is for services to be performed by a person authorized by law to practice a recognized profession.

4. This contract is awarded pursuant to a fair and open solicitation process in compliance with Chapter 19, P.L. 2004.

5. A notice of this action shall be printed once in the official newspaper of the Township of Lacey.

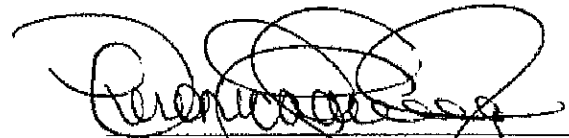
6. This resolution shall take effect April 15, 2019.

7. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer and Armando Riccio.

8. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

**CERTIFICATION**

I, **VERONICA LAUREIGH**, do hereby certify that I, the undersigned, am the Township Clerk of the Township of Lacey and am duly authorized to certify Resolutions adopted by the Township Committee at a regular meeting held on the **15th** day of **April, 2019**.

A handwritten signature in black ink, appearing to read 'Veronica Laureigh', is written over a horizontal line.

**VERONICA LAUREIGH, CMC/AAE**  
Municipal Clerk/Administrator

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **LINDA PICARO-COVELLO**, Chief Financial Officer for the Township of Lacey, do hereby certify that adequate funds are available for a contract with Armando Riccio in the amount of \$10,000.00 and as amended by the adoption of the 2019 budget.

The funds which are available for this contract are found in the following line items appropriations or ordinances:

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**LINDA PICARO-COVELLO**  
Chief Financial Officer

**AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT** is made this 15<sup>th</sup> day of April, 2019, by and between the TOWNSHIP of LACEY ("TOWNSHIP"), located in the County of Ocean, State of New Jersey and Armando V. Riccio, Esq., of the firm of Armando V. Riccio, LLC, located at 7 North Main Street, Suite A, Medford, NJ 08055.

**WHEREAS**, Armando V. Riccio is an attorney practicing a recognized profession, which practice is regulated by law, and which practice includes the rendering of services as Special Solicitor for Labor and Employment matters;

**WHEREAS**, there exists a need for such legal services for the TOWNSHIP through the engagement of a Special Solicitor for Labor and Employment matters on an as needed basis;

**WHEREAS**, the Local Public Contracts Law [N.J.S.A. 40A:1-1.1, *et seq.*] requires the execution of a written contract for the provisions of said professional services awarded herein; and

**WHEREAS**, the Township has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by Armando V. Riccio, LLC;

**NOW, THEREFORE, BE IT RESOLVED** that the parties hereto intending to be mutually bound and in consideration of these mutual promises contained herein agree as follows:

1. Scope of Work. Armando V. Riccio, LLC, is hereby engaged as Labor & Employment Counsel by the TOWNSHIP and shall render legal services as required. The scope of Work does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. The scope of consultation

with other professionals retained by the TOWNSHIP regarding any matter assigned to Armando V. Riccio, LLC, will be confirmed in writing with the TOWNSHIP prior to initiating same.

2. Length of Contract. Armando V. Riccio, Esq., AND Armando V. Riccio, LLC, shall be engaged as Labor and Employment Counsel as of April 15, 2019, and shall continue as same until December 31, 2019.

3. Compensation, Billing & Related Matter. The TOWNSHIP shall pay the following fees for the services provided for herein:

A. Attorneys -- \$175.00 per hour

Firm Consultants -- \$125.00 per hour

Paralegals and law clerks -- \$90.00 per hour

The hourly rate shall apply for consultation, rendering of legal opinions, representation, litigation and research in performance of ordinary services as special solicitor. Time is billed in increments of 1/10<sup>th</sup> of an hour. Armando V. Riccio, Esq., will handle matters assigned by the TOWNSHIP in conjunction with other lawyers, law clerks, assistants or staff employed or retained by the firm. If any questions or concerns regarding delegation of responsibilities and work should arise, promptly contact Armando V. Riccio, Esq., directly. Said detailed billing shall contain the following:

- Date of service
- Matter Name
- Attorney/employee name
- Brief description of Services or task performed
- Amount of time spent on each service or task
- Hourly rate
- Total charge for each entry
- Itemized list of any expenses or disbursements described.

B. It is understood that during the course of rendering services it may be necessary for

the firm to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight hand or special delivery charges, postage and other out of pocket costs which shall be billed to the TOWNSHIP. Armando V. Riccio, LLC reserves the right to be reimbursed for out-of-pocket costs, such as photocopying, conference calls, postage, telecopier, filing fees, and deposition costs. Expense items will be itemized on the billing statement. Third party expenses may be forwarded directly for payment by the TOWNSHIP. Armando V. Riccio, LLC, shall also be reimbursed for any and all costs, disbursements and expenses incurred or advanced by Armando V. Riccio, LLC, on behalf of the TOWNSHIP as authorized in advance by the TOWNSHIP provided signed invoices with required certification and documentation of services are provided. As is customary, expenses may not be current at the time of billing. Remaining disbursements or expenses, if any, will be billed as soon as practicable.

C. Services performed shall be described with detail on each monthly billing statement so that the TOWNSHIP will be able to understand the services and charges. The TOWNSHIP shall raise any concerns or questions regarding any billing entry or item as soon as possible after receipt of the statement since it will be freshest in the memory of those who performed the service. Accordingly, the TOWNSHIP will notify Armando V. Riccio, Esq., in writing within 30 days of receiving the bill of any discrepancy, error or dispute for any entry for legal services or charges on any billing statement. Should any dispute in billing occur it shall be resolved during a meeting between the Armando V. Riccio, Esq., Mayor, and/or Township Manager. In the absence of same, the bill will be deemed satisfactory and correct to the TOWNSHIP.

D. If Armando V. Riccio, Esq., Armando V. Riccio, LLC, or a member, attorney, associate or staff member, is required to produce documents or appear as a witness in

connection with any matter including any governmental or regulatory examination, audit, investigation or other proceedings or any litigation, arbitration, mediation or dispute involving any matter for which services have been performed on behalf of the TOWNSHIP, the TOWNSHIP will be responsible for fees at the above rate, costs disbursements and expenses.

E. Armando V. Riccio, LLC, shall retain a lien on all files in its possession and their content until payment in full is received by it. All papers, documents, memoranda, plans, specifications and reports, and all material relating to the work performed on behalf of the Township shall be and remain the property of the Township. Armando V. Riccio, LLC, upon termination or expiration of this Contract, shall forthwith surrender to their successor all such property in conformity with the other provisions of this Agreement.

F. Legal information provided via newsletters, similar materials or seminars regarding general legal developments or matters of current interest are for informational purposes and do not constitute legal advice.

G. Armando V. Riccio, LLC, retains the right to terminate this agreement for non-payment upon written notice to the TOWNSHIP.

H. The Township Administrator, Mayor and/or a majority of the members of the Township governing body shall have the power to authorize work under this Contract. The Mayor and/or governing body, prior to authorizing specific assignments on matters, may request from Armando V. Riccio, Esq., an estimate of the fees and costs anticipated. While the primary points of contact with the Township shall be the Township Administrator or the Mayor, other members of the governing body are entitled to contact and make inquiries of Armando V. Riccio, Esq.

I. PUBLIC OFFICIAL - It is recognized that Armando V. Riccio, Esq., while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that Armando V. Riccio, LLC and attorneys employed by the firm, act as a quasi-public official, subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the firm and its attorneys, may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59: 1-1, et seq.].

J. The Township hereby authorizes Armando V. Riccio, LLC, to be the legal advisors to the Mayor, governing body, Township Administrator, Municipal Clerk, Municipal Treasurer, Chief of Police and any other municipal officers or employees that the Mayor or governing body shall designate, except as may be prohibited by the canons of professional ethics or applicable State or federal laws and regulations.

4. During the performance of this contract, Armando V. Riccio, LLC, agrees as follows:

A. Armando V. Riccio, LLC, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, gender, disability, pregnancy, marital status, affectional or sexual orientation, domestic partner or civil union status, gender identity or expression (hereinafter collectively referred to as "protected class status"). Armando V. Riccio, LLC, will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their protected class status. 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 of training, including apprenticeship. Armando V. Riccio, LLC, 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;

B. Armando V. Riccio, LLC, will in all solicitations for advertisements for employees placed by or on behalf of Armando V. Riccio, LLC, state that all qualified applicants will receive consideration for employment without regard to their protected class status excepted as permitted by law;

C. Armando V. Riccio, LLC, 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 Public Agency Compliance Officer advising the labor union or workers' representative of Armando V. Riccio, LLC's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Armando V. Riccio, LLC, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. Armando V. Riccio, LLC, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination, of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented front time to time,

F. Armando V. Riccio, LLC, agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of protected class status except as provided by law and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

G. Armando V. Riccio, LLC, 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.

H. Armando V. Riccio, LLC, 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 or sex, and conform with, the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

5. This Agreement has been awarded to Armando V. Riccio, Esq., of the firm of Armando V. Riccio, LLC, based on his merits and abilities to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq.

6. Termination. The TOWNSHIP may terminate this agreement at any time with or without cause upon written notice. Upon termination, the firm will cease all work on behalf or at the direction of the TOWNSHIP. All legal fees, expenses and disbursements incurred through the date of termination will be paid by the TOWNSHIP.

To the extent permitted by the rules of Professional conduct, court and/or agency, the firm retains the right to terminate services if the TOWNSHIP breaches any material express or implied term of this agreement, fails to cooperate or follow advice, fails to provide complete accurate and truthful information in connection with any matter assigned to the firm, or in the event of a conflict of interest or in the event of any fact or circumstance that in the opinion of the firm would render continued representation unlawful, unethical or otherwise inappropriate.

In the event of termination, the TOWNSHIP will take all timely steps reasonably necessary and will cooperate as reasonably required to relieve the firm and its counsel of any further obligation to perform legal services, including the execution of any documents necessary to complete withdrawal from any matter.

7. Electronic Data Communication and Storage. Armando V. Riccio, LLC, may communicate with the TOWNSHIP or others via email, facsimile send data over the internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to matters assigned by the TOWNSHIP may be transmitted or stored using these methods and the firm will make reasonable efforts to keep such communications and data secure in accordance with its obligations under applicable laws and professional standards. The TOWNSHIP understands that the firm has no control over the unauthorized interception or breach notwithstanding all reasonable security measures employed by the firm or its vendors. The TOWNSHIP consents to use of electronic devices including those mentioned above and applications and submission of confidential information during this engagement.

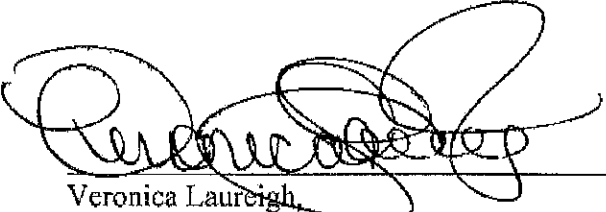
8. File Retention and Destruction. At the conclusion of this agreement, the firm may, in its sole discretion, retain copies of files or portions of files for matters assigned by the

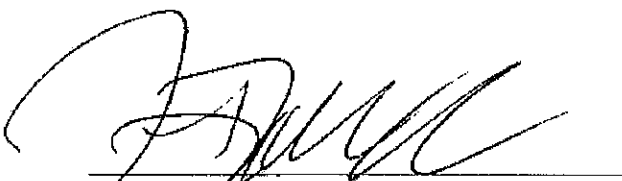
TOWNSHIP for a period of seven (7) years. The firm retains the right to decide whether it will only retain files or portions of files in electronic form and should it decide to do so all paper files shall be returned to, and become the sole responsibility of, the TOWNSHIP. After seven (7) years, the firm will destroy all files (electronic and/or paper) unless the TOWNSHIP notifies the firm in writing that it wishes to take possession of same. Administrative charges or fees associated with residing, delivering, researching, retrieving or copying of such files are the responsibility of the TOWNSHIP.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 15th day of April, 2019.

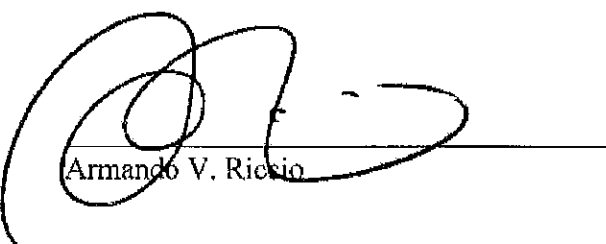
ATTEST:

Township of Lacey

  
Veronica Laureigh  
Municipal Clerk/Administrator

  
Timothy McDonald, Mayor

ARMANDO V. RICCIO, LLC:

  
Armando V. Riccio