

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into this 7<sup>th</sup> day of January, 2020, by and between the Township of Delran, hereinafter referred to as "Township" and STUART A. PLATT, hereinafter referred to as "Municipal Attorney";

**WHEREAS**, the Township is in need of a Municipal Attorney to represent the Township of Delran; and

**WHEREAS**, STUART A. PLATT, Esquire, a duly licensed Attorney of the State of New Jersey has been duly appointed as Municipal Attorney to represent the Township of Delran; and

**WHEREAS**, the legal services to be rendered by the Municipal Attorney herein are professional services to be rendered by one authorized by law to practice a recognized profession and whose practice is regulated by law; and

**WHEREAS**, the "Local Public Contract Law", N.J.S.A. 40A:11-1 *et seq.* compels the Township to execute an agreement for the services herein contemplated to be rendered by the Municipal Attorney;

**NOW, THEREFORE**, in consideration for the mutual promises, considerations and obligations herein and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. The Municipal Attorney herein represents that he is licensed to practice law in the State of New Jersey.

2. The Municipal Attorney agrees to render all legal services to the Township of Delran except those legal services which have been delegated to other legal counsel by virtue of resolutions adopted by the Mayor and Township Council. The legal services to be provided include but shall not be limited to the following:

- A. Legal opinions to the Township;
- B. Represent the Township in litigation before the Courts and public agencies;
- C. Review and prepare/draft contracts and Resolutions and Ordinances pertaining to the Township;
- D. Cooperate with other professionals with whom the Township may engage;
- E. Assist the Township in any other manner that may be necessary;
- F. Attendance at regular, special meetings and subcommittee meetings of the Township.
- G. Conduct appeals from orders, Decisions or Judgments affecting any interest of the Township, which may be necessary or desirable. In conducting such representation, the Municipal Attorney shall follow the direction of the Township except insofar as a particular matter requires him to exercise independent professional judgment in accordance with the Code of Professional Responsibility adopted by the New Jersey Supreme Court.
- H. Subject to the prior approval of the Township, Municipal Attorney shall have the power to enter into any agreement, compromise or settlement of any litigation in which the Township is involved on behalf of the Township.

3. The Township shall pay to the Municipal Attorney for the aforementioned legal services rendered in this capacity as Municipal Attorney for the period from January 2020 until the 2021 organizational meeting at the rate of \$150.00 dollars per hour together with reimbursement of any out of pocket expenses such as filing fees, recording fees, copying expenses, courier and messenger fees, postage and other such out of pocket expenses incurred by

the Municipal Attorney in the course of his representation of the Township. The Township shall pay the Municipal Attorney on a monthly basis or as billed by the Municipal Attorney during the year such amounts as may be recorded and itemized on a voucher submitted to the Township based on the hourly rate for professional services specified herein.

4. Affirmative Action. The Municipal Attorney agrees to abide by the affirmative action requirements as provided by law, more specifically set forth in Exhibit "A" attached hereto.

5. This contract has been awarded consistent with the requirements of N.J.S.A.19:44A-20.5 et seq.

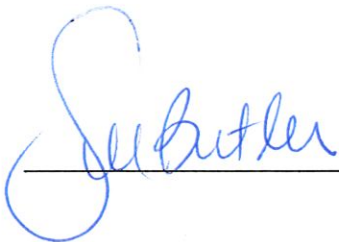
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the date and year first above written.

Attest:

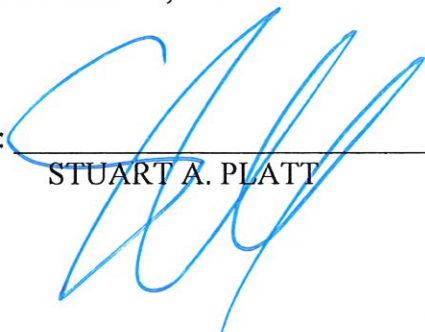
TOWNSHIP OF DELRAN

  
\_\_\_\_\_  
JAMEY EGGERS  
TOWNSHIP CLERK

BY:   
\_\_\_\_\_  
KEN PARIS, MAYOR

  
\_\_\_\_\_

PLATT & RISO, P.C.

BY:   
\_\_\_\_\_  
STUART A. PLATT

## **EXHIBIT A**

### **P.L. 1975, C.127 (N.J.A.C. 17:27-1 et seq) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this Contract, Attorney agrees as follows:

Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Attorney 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, sex or affectional or sexual orientation. 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. Attorney agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Public Agency Compliance Officer forth provisions of this nondiscrimination clause.

Attorney, where applicable, in all solicitations or advertisements for employees placed by or on behalf of Attorney, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, marital status, sex or affectional sexual orientation.

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

Attorney, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

Attorney agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1974, 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 N.J.A.C. 17:27-52 promulgated by the Treasurer pursuant to P.L. 1975, a. 127, as amended and supplemented from time to time. Attorney agrees to inform in writing appropriate recruitment agencies, in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Attorney agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-relating 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.

Attorney 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, sex or affections or sexual orientation, 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.

Attorney shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

"Contractor will be retained by Attorney and the remaining copies will be forwarded immediately to:

Affirmative Action Office  
Department of the Treasury  
State House CN 209  
Trenton, New Jersey 08625