

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT dated January 8, 2021, is made BETWEEN the client, Township of Delran, a body politic of the State of New Jersey with offices located at 900 Chester Avenue Delran, NJ 08075, referred to as "You", AND Salvatore J. Siciliano, Esquire of the law firm of **SICILIANO & ASSOCIATES, LLC**, whose address is 16 South Haddon Avenue, Haddonfield, New Jersey 08033, referred to as the "Law Firm".

1. **Legal Services to be Provided.** You agree that pursuant to **Resolution 2021-01**, Salvatore J. Siciliano, Esquire and the law firm of **SICILIANO & ASSOCIATES, LLC**, has been appointed and will represent the Township of Delran, as the Solicitor for a period of one (1) calendar year, beginning January 2, 2021. The scope of services are as follows. The law firm will provide legal services as Solicitor to the Township of Delran. The law firm will represent the Township of Delran in all legal matters. Advise and assist mayor and township's Council in all reporting requirements as required by the administration of Township of Delran's business operations. To attend monthly township Council meetings as directed by the governing body. With proper notice, the undersigned counsel will accommodate special meetings of the governing body as they arise. The law firm will give written opinions to the mayor and the township's Council which may arise during the course of said township Council meetings. Communication between mayor, township's Council and the Solicitor will be open and continuous. Telephone calls and other interaction with the Township of Delran's offices, i.e., memorandum via electronic mail so that any matters that arise during the course of the Township of Delran's operations be communicated to the Solicitor as they arise so that a prompt and timely response may be produced.

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compensation. For meeting attendance and consultation with members of Township of Delran to include the Township's Council, the Administrator, the Municipal and Deputy Municipal Clerks, an estimated annual retainer for budgetary purposes of Eight Thousand One Hundred Dollars (\$8,100.00), calculated as follows. Attendance at thirty-six (36) meetings per year, at a rate of three (3) per month at approximate time of one and one half (1.5) hour per meeting at a rate of one-hundred and fifty dollars (\$150.00) per hour. All legal services will be billed, including, Pre and post meeting matters, but not limited to, telephone calls, electronic mail memos, general correspondence to and from the members of the Township of Delran to include the Township's Council, the Administrator, Municipal and Deputy Municipal Clerks, at an hourly billable rate of one hundred and fifty (\$150.00) dollars per hour. The undersigned will maintain and provide to the Township of Delran detailed time records and pay for the actual services provided by Township of Delran's Attorney. The Township of Delran will not pay a flat monthly fee which may include compensation by the Township of Delran for legal services not provided.

In addition, all legal matters beyond this basic annual retainer amount will be provided on an hourly rate basis. These matters include, by way of example, but are not limited to all litigation, adverse proceedings, county tax appeals, state tax court appeals, bankruptcy court proceedings, and personnel matters including disciplinary matters, representation of the Township of Delran for all contractual matters with third parties to include intra and inter local agreements. The

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hourly rate for these services to be provided is the same rate of one-hundred fifty dollars (\$150.00) per hour for all attorney time (litigation and non-litigation) and seventy-five dollars (\$75.00) per hour for all paralegal time. Costs will also be charged however, without any additional servicing cost. These include by way of example and without limitation, filing fees, copying, postage, mileage, courier services and telephone charges as billed by carrier. Any use of subcontractors, i.e., expert witnesses and/or investigators in litigation will be submitted for request and approval prior to retention.

- b. All Services Will Be Billed. You will be billed at the hourly rates set forth in paragraph 3a for all services rendered. This includes all travel time, telephone calls (minimum charge of 6 minutes) dictating and reviewing letters, legal research, negotiations and other service relating to this matter. All services are billed at a minimum of six (6) minutes.

If several timekeepers devote time to or confer concerning your file, each timekeeper will bill for his/her respective services. These services will be billed monthly. The Law Firm will send you itemized bills from time to time. You should read all statements sent to you very carefully. If you have any questions or believe there is an error, or object to the billing statement, you must notify the Law Firm within fourteen (14) days from the date of the statement. If no such notice is received, it is understood that the billing statement is accepted as correct, accurate and fair. You will be charged interest at a yearly rate of 18% on any remaining balance not paid within forty-five (45) days from the date of the bill. The Law Firm may require that costs and expenses be paid in advance. All other bills for costs and legal services are due upon receipt.

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If you do not pay your bill on time, the Law Firm shall be free to withdraw as your lawyer.

4. **No Guarantee.** The Law Firm agrees to provide conscientious competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results of the final outcome of any matter.

5. **Mandatory Language.** It is hereby agreed that Salvatore J. Siciliano, Esquire of the law firm of Siciliano & Associates, LLC whose address is 16 South Haddon Avenue, Haddonfield, New Jersey 08033, referred to as "Law Firm" will not undertake the performance of legal services which exceed designated purchase orders for those services without express written authorization of the Township of Delran.

Further this Contract has been awarded consistent with the requirements of N.J.S.A. 19:44A-20.4, *et. seq.*

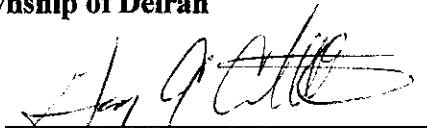
6. **Signatures.** You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this agreement.

Siciliano & Associates, LLC

By: 

Salvatore J. Siciliano, Esquire

Township of Delran

By: 

Gary Catrambone, Mayor

By: 

Jamey Eggers, RMC Municipal Clerk

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The Law Firm will prepare, review, approve and/or recommend approval of any and all legal instruments relating to the business of the Township of Delran. The undersigned will maintain records of any and all actions, suits, proceedings and matters which relate to the Township of Delran's interest.

The Solicitor is prepared to report monthly or sooner as mayor and township's Council may require as to the status of the suits and proceedings.

The Law Firm will, at the direction of the mayor and township's Council, enter into any contract negotiations subject to the final approval of the governing body, including all contractual negotiations with the police, fire, and all public employees.

2. **Additional Legal Services.** If you need any services which may or may not be related to the above matter, you and the Law Firm may make a new agreement to provide the other services. You and the Law Firm will make additional arrangements to provide for legal services not covered by this Agreement. Additional legal services will be billed at a rate of one hundred and fifty dollars (\$150.00) per hour for attorney time and seventy-five dollars (\$75.00) per hour for paralegal time. These services will be billed monthly.

3. **Legal Fees** It is impossible to predict the amount of time that will be spent or the expenses that will be incurred in your representation. Time and expenses often depend on the cooperation and willingness to negotiate of other parties. The Law Firm may have given you an estimate of the cost to handle this matter, but your cost may be higher, depending on the actual time necessary.

a. The proposed compensation will consist of the following blended rate of structure of

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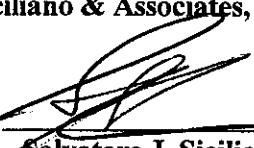
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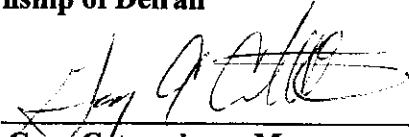
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