

AGREEMENT BETWEEN

DELRAN TOWNSHIP AND PLATT & RISO, P.C. (INTERIM SOLICITOR)

This agreement, entered into as of this 26th day of June, 2018, by and between Delran Township, a public body corporate and politic of the State of New Jersey, hereinafter designated as "TOWNSHIP" and Platt & Riso, P.C. with an address of, 40 Berlin Avenue, Stratford, NJ 08084 hereinafter designated as "SOLICITOR"

Whereas, Township requests the services of a solicitor for an interim period commencing June 27, 2018, and,

Whereas, Solicitor represents to Township that Solicitor is qualified by training and experience to perform the services provided for in this Agreement and is licensed by the State of New Jersey to the extent required for performance of those services; and,

Whereas, Township, in reliance upon Solicitor's representations desires to engage Solicitor to perform services for Township.

Now, therefore, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

1.1 Solicitor shall, in a professional manner, provide the following services:

- A. Provide all legal services necessary for, and as requested by, the Township;
- B. Advise Township officials on all legal matters and render legal opinions, as requested;
- C. Advise the Township on any applicable legal procedures and practices;
- D. Represent the Township's interest in matters relating to any appeals and/or litigation;
- E. Maintain records of all actions, suits, proceedings, and matters which relate to the Township's interests in legal matters;
- F. Appear at any and all necessary public Township meeting, including, but not limited to, Council Meetings and Council Work Sessions; and
- G. Prepare Ordinances and Resolutions as so required by the Township; and

- H. Perform any and all other tasks necessary to provide the Township with adequate legal representation.

1.2 Legal representation as described in 1.1 above shall include all court appearances, conferences, negotiations, meetings, research, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, trial work, and other related activities.

2.0 COMPENSATION

- 2.1 The Township agrees to pay to the Solicitor, upon presentation of appropriate vouchers, all charges for services rendered. The Solicitor may, at his discretion, present vouchers, from time to time, as the work progresses. All charges for tasks listed in 1.1 above shall be at the hourly rate of \$125.00 per hour.
- 2.2 Payment for all services rendered shall be on a monthly basis. Solicitor shall submit vouchers for work performed on the voucher forms supplied by Township and shall attach to each an itemization of the type of work performed, including back-up copies of time sheets for the hours involved and the rate charged and any other information in substantiation as may be required by Township. Payment shall be made by Township within 45 days of receipt of properly executed original voucher if voucher is received at least 2 days prior to Township's regularly scheduled monthly meeting.
- 2.3 It shall be Township's exclusive right to determine whether services have been performed in a proper and satisfactory manner and in accordance with the terms and conditions of this Agreement prior to approval and payment of vouchers submitted by Solicitor. In exercising this right, Township shall at all times act reasonably and shall not unreasonably withhold payment, in whole or in part.
- 2.4 Acceptance of final payment by Solicitor for the services to be rendered pursuant to this Agreement shall be considered as a release in full of any and all claims against Township or any agency thereof by reason of the services performed or the furnishing and supplying of any labor and material or any other claims whatsoever arising out of or in any way pertaining to this Agreement.

3.0 INDEMNIFICATION AND LIABILITY INSURANCE

- 3.1 Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, officials, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

- 3.2 As further assurance to Township, but not in any way limiting Solicitor's liability for indemnification, Solicitor shall, during the performance of the work to be performed pursuant to this agreement, keep in force at least the following insurance:

Workers compensation and employees liability insurance.

Commercial general liability covering both bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

A professional errors and omissions policy covering Solicitor for public liability in an amount not less than \$1,000,000.

Solicitor shall supply Township with a certificate evidencing coverage and shall from time to time provide Township with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

4.0 GENERAL CONSIDERATIONS

- 4.1 Solicitor shall make payment of all proper charges for labor and materials incurred in the aforementioned work, and to indemnify and save harmless Township, its officers, agents, servants and employees, and each and every one of them, against and from any and all suits and costs of every name, type or description, and from any and all damages to which the Administrator of Township or any other member or any officer, agent, servant or employee of Township may be subjected by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of said Solicitor.
- 4.2 Solicitor shall not, without Township's written consent, sell, transfer, assign or in any way dispose of this Agreement of any interest therein to any other party or person.
- 4.3 Solicitor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Solicitor, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Solicitor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 4.4 Solicitor agrees that it will comply with all provisions of law pertaining to public contracts which are hereby incorporated by reference and made a part hereof. Solicitor further agrees that it will comply with all laws and regulations of the State of New Jersey and the

United States pertaining to non-discrimination in employment on public contracts.

- 4.5 Solicitor is not and shall not be considered in any respect an agent of or from Township in the performance of this Agreement but is expressly stated and agreed to be an independent contractor.
- 4.6 Solicitor shall abide and comply with all appropriate provisions of law applicable to this Agreement and the work agreed to be performed and the material to be supplied. The Agreement and all of its provisions shall be construed under the laws of the State of New Jersey.
- 4.7 Anything contained in any attachment hereto that is contrary to or in conflict with any provision of this Agreement shall be null and void and of no effect and instead the pertinent provisions contained in this Agreement shall prevail.
- 4.8 If any one or more of the covenants or agreements provided in this Agreement on the part of Township or Solicitor to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void, and shall in no way affect the validity of the other provisions of the Agreement.
- 4.9 The standard of practice by which negligence will be judged is that which a reasonable practitioner would have used at the time the services were provided under similar circumstances.
- 4.10 All services rendered pursuant to this Agreement will be under the direction of a registered municipal accountant duly licensed in the State of New Jersey.

5.0 TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by Township on ninety (90) days written notice to Solicitor without cause, or by a mutual written agreement of the parties, or by Township on thirty (30) days written notice to the Solicitor in the event of substantial failure by the Solicitor to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Solicitor shall be paid in accordance with the provisions of Section 2.0 above.

6.0 EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 During the course of this contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Following is the required regulatory text:

REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor 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.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract-compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Opportunity Compliance 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 Division of Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

7.0 AMERICANS WITH DISABILITY ACT OF 1990

- 7.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all

services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

8.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- 8.1 N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling

this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

9.0 DELEGATION OF DUTIES

- 9.1 Neither Township nor Solicitor shall delegate its duties in this Agreement without the written consent of the other party.

10.0 EXTENT OF AGREEMENT

- 10.1 This Agreement represents the entire Agreement between Township and Solicitor and supersedes all prior negotiations, representations or agreements, either written or oral for this project.

11.0 GOVERNING LAW

- 11.1 The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New Jersey.

12.0 EXPIRATION DATE

- 12.1 This Agreement shall be effective as of June 27, 2018, and shall terminate at the conclusion of the interim appointment, subject, however, to such budgetary appropriations by Township as are required by law and subject to the right of prior termination as set forth in this Agreement.

13.0 FORCE MAJEURE

- 13.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent the performance of any such obligation is prevented or delayed by a Force Majeure.

14.0 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

- 14.1 Solicitor is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if Solicitor receives contracts in excess of \$50,000 from public entities in a calendar year. It is Solicitor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

15.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

- 15.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officials, have executed this Agreement on the day first set forth herein.

Solicitor

NAME PLATT & RISO, P.C.

ADDRESS 40 Berlin Avenue
Stratford, NJ 08084

SIGNATURE _____

DATED 7-12-18 _____

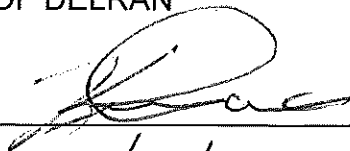
WITNESS OR ATTEST:

SIGNATURE _____

(Corporate Seal)

TOWNSHIP OF DELRAN

SIGNATURE

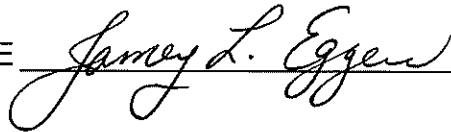
A handwritten signature in cursive script, appearing to be "Rae", written over a horizontal line.

DATED

7/24/18

WITNESS OR ATTEST:

SIGNATURE

A handwritten signature in cursive script, reading "Jamey L. Eggen", written over a horizontal line.



PLAT&RI-01

ELORANG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2018

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 Hardenbergh Insurance Group PO Box 8000 Marlton, NJ 08053	CONTACT NAME:	
	PHONE (A/C, No, Ext): (856) 489-9100 FAX (A/C, No): (856) 498-9101 E-MAIL ADDRESS: hlg@hlg.net	
INSURED Platt & Riso, PC 40 Berlin Ave. Stratford, NJ 08084	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Casualty Ins Co	14376
	INSURER B: Allied World Assurance Co. Inc	19489
	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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			S 2089664	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S 2089664	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			S 2089664	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7992765	01/01/2018	01/01/2019	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liabli			03075578	05/24/2018	05/24/2019	Each Claim 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Township of Delran
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