

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT dated January 1, 2017, is made BETWEEN the client, Township of Delran, Department of Community Development, Planning & Zoning Division, a body politic of the State of New Jersey, with offices located at 900 Chester Avenue, Delran, New Jersey, 08075-8542, 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 Salvatore J. Siciliano will represent Township of Delran as the Planning Board Solicitor beginning January 1, 2017 for the period of twelve (12) months term to expire on December 31, 2017. The legal work includes all necessary planning board appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, litigation, trial preparation, conferences in person and by telephone and with you and with others as appointed by the Township of Delran.

2. **Other Legal Services.** You and the Law Firm may make additional arrangements to provide for legal services not covered by this Agreement. Without such agreements, the Law Firm is not required to do any of the following:

- (a) provide any legal services after the judgment of the trial court;

LAW OFFICES
SICILIANO & ASSOCIATES, LLC
16 S. HADDON AVENUE • HADDONFIELD, NEW JERSEY 08033
TELEPHONE (856) 795-0500

- (b) appeal any decisions of the trial court;
- (c) enforce any judgment or order of the trial court;
- (d) represent you in any other court.

3. **Legal Fees**

A. **Initial Retainer Payment.** None.

B. **Monthly Billing** Legal services to be billed as follows. Attendance at monthly meetings by attorney as Planning Board Solicitor; flat fee rate of one hundred and fifty dollars (\$150.00) per meeting or one thousand six hundred and fifty dollars (\$1,650.00) per annum. Hourly billing at a rate of \$175.00 per hour for attorney time and \$75.00 per hour for paralegal time. Billing will be submitted within 30 days of any work being completed.

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 case.

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,

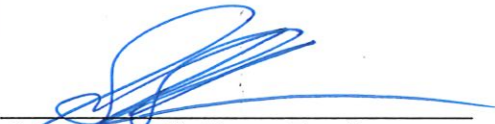
New Jersey 08033, referred to as "Law Firm" will not undertake the performance of legal services which exceed designated purchase orders for those services without express written authorization of the Township.

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

DELRAN TOWNSHIP



Salvatore J. Siciliano, Esquire

Ken Paris, Mayor

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor 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, affection or sexual orientation or sex. 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. 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 for the 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 or sex.

The contractor or subcontractor, 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 agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

NOTE: This form is not applicable for individuals. Your Signature is still required below:

This form is a summary of the successful responder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful responder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her response shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Siciliano & Associates SIGNATURE: [Signature]
PRINT NAME: Salvatore J. Siciliano TITLE: Managing Shareholder
DATE: 12/12/16

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the Ocean County Board of Health 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Ocean County Board of Health 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 Ocean County Board of Health in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the Ocean County Board of Health, 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 Ocean County Board of Health grievance procedure, the CONTRACTOR agrees to abide by any decision of the Ocean County Board of Health which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Ocean County Board of Health or if the Ocean County Board of Health 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 Ocean County Board of Health 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 Ocean County Board of Health or any of its agents, servants and employees, the Ocean County Board of Health shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the or it Ocean County Board of Health's representatives.

It is expressly agreed and understood that any approval by the Ocean County Board of Health 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 Ocean County Board of Health pursuant to this paragraph. It is further agreed and understood that the Ocean County Board of Health 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 provision 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 Ocean County Board of Health from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Ocean County Board of Health does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities. The Ocean County Board of Health shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The Ocean County Board of Health considers it to be a substantial conflict of interest for any company desiring to do business with the Ocean County Board of Health to be owned, operated or managed by any Ocean County Board of Health employee, nor shall any Ocean County Board of Health personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Ocean County Board of Health".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

The undersigned is a ~~Partnership~~ ~~Corporation~~ under the law of the State
~~Individual~~

of, New Jersey having principal offices

at 16. South Haddon Ave, Haddonfield NJ 08033

Siciliano & Associates LLC.
NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY:

Salvatore J. Siciliano - Managing Shareholder
PRINT NAME AND OFFICIAL TITLE

ADDRESS: 16 South Haddon Ave
Haddonfield NJ 08033
INCLUDE ZIP CODE

TELEPHONE: 856 795-0500

E-MAIL ADDRESS: sjs@sicilianolaw.com

FEDERAL IDENTIFICATION NO. 20-3908669

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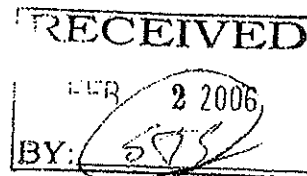
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DEBILITATION

Taxpayer Identification# 203-908-669/000

01/24/06



Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

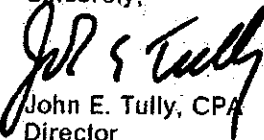
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

SICILIANO & ASSOCIATES, LLC

TRADE NAME:

ADDRESS:

**16 HADDON AVENUE
HADDONFIELD NJ 08033**

SEQUENCE NUMBER:

1207214

EFFECTIVE DATE:

12/05/05

ISSUANCE DATE:

01/24/06

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.