

RESOLUTION 2019:49

AUTHORIZE EXECUTION – 2019 BOROUGH SOLICITOR CONTRACT

WHEREAS, the Borough of Stratford appointed Stuart Platt of Platt & Riso, P.C. as the Borough Solicitor for 2019; and

WHEREAS, the agreements have been received and reviewed at this time,

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the execution of the agreement with Stuart Platt of Platt & Riso, P.C. as Borough Solicitor for the Borough of Stratford for 2019.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on February 12, 2019



Ben Angeli, R.M.C.
Municipal Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the 12th day of February, 2019, by and between the **BOROUGH OF STRATFORD**, hereinafter referred to as "Borough" and **STUART A. PLATT, ESQUIRE**, hereinafter referred to as "Attorney".

WHEREAS, the Borough is in need of a Solicitor to render professional legal services to the Borough; and

WHEREAS, Attorney, a duly licensed Attorney of the State of New Jersey, has been duly appointed by the Borough on January 2, 2019 as its Solicitor; and

WHEREAS, the legal services to be rendered by the 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, pursuant to the "Local Public Contracts Law", N.J.S.A. 40A:11-1 et seq., the Borough may enter into a contract with Attorney without having first obtained competitive bids; and

WHEREAS, the Local Public Contract Law compels the Borough to execute an Agreement for the services herein contemplated to be rendered by the Attorney.

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

1. The Attorney agrees, as Solicitor for the Borough, to render all legal services to the Borough as directed to so render, such services to include, but not be limited to, the following:

- A. Legal opinions to the Borough;
- B. Represent the Borough in litigation before the Courts and public agencies;
- C. Review and/or prepare resolutions memorializing the actions taken by the Borough;
- D. Assist the Borough in any manner that the Borough may deem necessary;
- E. Attendance at all meetings of the Borough;
- F. Review or prepare ordinances as may be required.

2. The Borough shall pay to the Attorney for the legal services rendered during 2019 at the hourly rate of \$150.00 per hour for general legal representation as the Borough Attorney to

include attendance at meetings, preparation of resolutions and ordinances, providing legal advice and opinions in an amount not to exceed \$66,000.00 for 2019 unless otherwise agreed to between the parties. In addition to the foregoing and not subject to the \$66,000.00 limitation, the law firm will bill the Borough at the rate of \$185.00 per hour for any and all special matters including to but not limited to tax appeals; redevelopment matters; affordable housing matters; and litigation matters. This law firm would also be reimbursed for any out-of-pocket expenses.

3. This Agreement may be terminated or modified at any time by the mutual consent of both parties hereto.

4. The parties hereto agree that the services to be provided under this Agreement are "Professional Services" as defined by the Statutes of the State of New Jersey.

5. Attorney will comply with the provisions of Chapter 127, Public Laws of 1975 of the State of New Jersey. Failure to do so will be cause for termination of this Contract. Attorney must comply with the requirements set forth in Exhibit "A" attached hereto.

Attorney shall submit with this Contract one of the following:

- (1) An existing federally approved or sanctioned affirmative action program, which consists of a photocopy of a valid letter from the Officer of Federal Contract Compliance Programs;

OR

- (2) A certificate of Employee Information Approval which consists of a photocopy of the State-issued Certification;

OR

- (3) A completed Employee Information Report (Form AA302). This form was provided to Attorney by the Borough when it forwarded the Contract for execution.

If (3) above applies, when the Employee Information Report is completed by Attorney, the copy marked "Public Agency" will be submitted to the Borough, the copy marked "contractor" will be retained by Attorney, and the remaining copies will be forwarded immediately to:

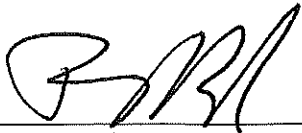
Affirmative Action Office
Department of the Treasury
State House CN 209
Trenton, New Jersey 08625

6. Attorney shall be prohibited from making any reportable contributions to a political or candidate committee in the Borough of Stratford during the term of this Contract.

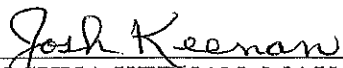
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

ATTEST:

BOROUGH OF STRATFORD



BEN ANGELI, RMC
BOROUGH CLERK

By: 

JOSHUA KEENAN, MAYOR

PLATT & RISO, P.C.

By: 

STUART A. PLATT, ESQUIRE

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 Borough'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. 17:27-5.2 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:

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Department of the Treasury
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Trenton, New Jersey 08625

RESOLUTION 2018:36

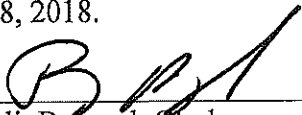
AUTHORIZE EXECUTION – 2018 BOROUGH SOLICITOR CONTRACT

WHEREAS, the Borough of Stratford appointed Stuart Platt of Platt & Riso, P.C. as the Municipal Solicitor for 2018; and

WHEREAS, the agreements have been received and reviewed at this time,

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the execution of the agreement with Stuart A. Platt of Platt & Riso as solicitor for the Borough of Stratford for 2018.

I, Ben Angeli, Borough Clerk, hereby certify the above resolution was adopted on February 8, 2018.



Ben Angeli, Borough Clerk

AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the 26 day of February 2018, 2018, by and between the **BOROUGH OF STRATFORD**, hereinafter referred to as "Borough" and **STUART A. PLATT, ESQUIRE**, hereinafter referred to as "Attorney".

WHEREAS, the Borough is in need of a Solicitor to render professional legal services to the Borough; and

WHEREAS, Attorney, a duly licensed Attorney of the State of New Jersey, has been duly appointed by the Borough on January 2, 2018 as its Solicitor; and

WHEREAS, the legal services to be rendered by the 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, pursuant to the "Local Public Contracts Law", N.J.S.A. 40A:11-1 et seq., the Borough may enter into a contract with Attorney without having first obtained competitive bids; and

WHEREAS, the Local Public Contract Law compels the Borough to execute an Agreement for the services herein contemplated to be rendered by the Attorney.

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

1. The Attorney agrees, as Solicitor for the Borough, to render all legal services to the Borough as directed to so render, such services to include, but not be limited to, the following:

- A. Legal opinions to the Borough;
- B. Represent the Borough in litigation before the Courts and public agencies;
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- D. Assist the Borough in any manner that the Borough may deem necessary;
- E. Attendance at all meetings of the Borough;
- F. Review or prepare ordinances as may be required.

2. The Borough shall pay to the Attorney for the legal services rendered during 2018 at the hourly rate of \$150.00 per hour for general legal representation as the Borough Attorney to include

attendance at meetings, preparation of resolutions and ordinances, providing legal advice and opinions in an amount not to exceed \$30,000.00 for 2018 unless otherwise agreed to between the parties. In addition to the foregoing and not subject to the \$30,000.00 limitation, the law firm will bill the Borough at the rate of \$150.00 per hour for any and all special matters including to but not limited to tax appeals; affordable housing matters; and litigation matters and \$185.00 per hour for redevelopment matters. This law firm would also be reimbursed for any out-of-pocket expenses.

3. This Agreement may be terminated or modified at any time by the mutual consent of both parties hereto.

4. The parties hereto agree that the services to be provided under this Agreement are "Professional Services" as defined by the Statutes of the State of New Jersey.

5. Attorney will comply with the provisions of Chapter 127, Public Laws of 1975 of the State of New Jersey. Failure to do so will be cause for termination of this Contract. Attorney must comply with the requirements set forth in Exhibit "A" attached hereto.

Attorney shall submit with this Contract one of the following:

- (1) An existing federally approved or sanctioned affirmative action program, which consists of a photocopy of a valid letter from the Officer of Federal Contract Compliance Programs;

OR

- (2) A certificate of Employee Information Approval which consists of a photocopy of the State-issued Certification;

OR

- (3) A completed Employee Information Report (Form AA302). This form was provided to Attorney by the Borough when it forwarded the Contract for execution.

If (3) above applies, when the Employee Information Report is completed by Attorney, the copy marked "Public Agency" will be submitted to the Borough, the copy marked "contractor" will be retained by Attorney, and the remaining copies will be forwarded immediately to:

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Trenton, New Jersey 08625

6. Attorney shall be prohibited from making any reportable contributions to a political or candidate committee in the Borough of Stratford during the term of this Contract.

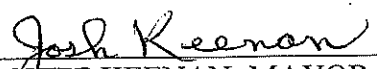
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first written above.

ATTEST:

BOROUGH OF STRATFORD

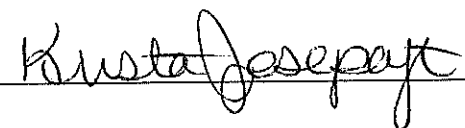


BEN ANGELI, ~~RAE~~
BOROUGH CLERK

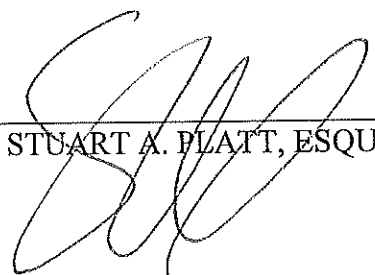
By: 

JOSH ~~KE~~ KEENAN, MAYOR

PLATT & RISO, P.C.



Krusta Josepajt

By: 

STUART A. PLATT, ESQUIRE

EXHIBIT A

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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 Borough'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).

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