

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made the ____ day of _____, 2018 by and between:

THE CITY OF SOUTH AMBOY, a body politic and corporate of the State of New Jersey, acting by and through its Mayor Fred A. Henry, Laura Kemble, Acting City Clerk, City Hall, 140 N. Broadway, South Amboy, New Jersey 08879

(referred to in this Agreement as the “City”)

And

John R. Lanza, Esq.
Lanza & Lanza LLP
5 Main Street, P.O. Box 2520
Flemington, New Jersey 08822

(referred to in this Agreement as the “Special Legal Counsel” or “Lanza”)

WHEREAS:

The City of South Amboy distributed a City RFQ 2018 through a fair and open process for the purposes of receiving proposals from firms wishing to provide professional services, and

The City wishes to appoint John R. Lanza, Esq., as Special Legal Counsel – Civil Litigation to provide professional services in connection with and associated tasks involving the City. This contract is designed to comply with the provisions of the Local Public Contracts Law, N.J.S.A.40A:11-5(1)(a)(i).

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement, the parties agree to perform and to be responsible to each other as follows:

1. This Contract consists of this written Agreement and the following attachments:

ATTACHMENTS

<u>Exhibit</u>	<u>Title</u>
A	Proposal dated November 20, 2017
B	Certificate of Professional Liability Insurance
C	Affirmative Action Language
D	Certificate of Employee Information Report or Form AA-302

2. The City employs John R. Lanza, Esq. as Special Legal Counsel – Civil Litigation to provide legal counsel in connection with employee relations, labor matters and associated tasks involving the City Department of Human Resources. The Special Legal Counsel agrees to provide all of the professional services required in that capacity.

3. The Special Legal Counsel shall keep the City advised of the character and progress of legal services and all dealings and negotiations in which the Special Legal Counsel is engaged.

4. All services provided by the Special Legal Counsel under this Agreement will be in accordance with the standards of the profession and in full compliance with the Rules of Professional Conduct as adopted by the Supreme Court of New Jersey.

5. The City will compensate the Special Legal Counsel and the Special Legal Counsel's firm at an hourly rate for the services to be performed. In addition, the City shall reimburse the Special Legal Counsel for all expenditures made on the City's behalf. The hourly rates to be charged shall be as shown on the hourly rate schedule as shown in **Exhibit A**. No travel time billing will be included in this contract. The amount to be paid under this Agreement will not exceed One Hundred Thousand Dollars (\$125,000.00) for the period of January 1, 2018 through December 31, 2018, and for John R. Lanza, Esquire, as Law Director will not exceed Sixty Six Thousand Dollars (\$66,000.00) for the period of January 1, 2018 through December 31, 2018, without prior written authorization by the City Council by Resolution. The Special Legal Counsel will not perform additional services until the Council has received a written change order to this Agreement, signed by the City Administrator, authorizing the services to be performed and designating the price for their completion. The City will not compensate the Special Legal Counsel for any additional services, unless such change order has been executed prior to the services being performed.

6. The City relies on the Special Legal Counsel to submit billing in the form of a detailed invoice within 30 days of the provision of services. Vouchers for services may be submitted monthly. Each voucher shall be signed by the Special Legal Counsel and shall provide such detail as is acceptable to the Treasurer of the City. Each voucher submitted by the Special Legal Counsel shall set forth the date of services, the hours worked and the service performed, along with a summary of the total billings to date to assist in the monitoring of the not-to-exceed price in Paragraph 5. The Special Legal Counsel will maintain adequate books and records

indicating the services performed for the City, will retain them for a period of seven (7) years after completion of the work to be performed, and will make them available to the City, or its officials, for inspection upon reasonable request during that period.

7. The Special Legal Counsel will not assign any interest in this Agreement without the prior written consent of the City of South Amboy.

8. This Agreement will remain in effect until December 31, 2018, unless the City shall vote to replace the Special Legal Counsel, in which case this Agreement may be terminated upon thirty (30) days prior written notice. The City reserves the right to extend the contract for one additional year or the completion of any outstanding legal issues if it is in the best interest of the City to do so. The Special Legal Counsel shall be paid for all services rendered to the date of termination, and for any services the Special Legal Counsel may provide after the date of termination, which are necessary to insure a smooth transition.

9. The Special Legal Counsel will maintain during the full term of this Agreement, a policy of professional liability insurance, insuring the City against errors and omissions in connection with the services rendered and work performed by the Special Legal Counsel. A copy of the Special Legal Counsel's certificate of professional liability insurance is attached as **Exhibit B**.

10. The language attached as **Exhibit C** is mandatory affirmative action language to be included in all professional services contracts in New Jersey, pursuant to P.L. 1975, C. 125, and the New Jersey Administrative Code (N.J.A.C. 17:27). The Special Legal Counsel will comply with its requirements.

11. The Special Legal Counsel shall attach to this Agreement as **Exhibit D** either:

(i) A photocopy of the letter of Affirmative Action Plan Approval, consisting of a valid letter from the Office of Federal Contract Compliance Programs; or,

(ii) A photocopy of the New Jersey Certificate of Employee Information Report; or,

(iii) A completed Form AA-302, Affirmative Action Employee Information Report, together with a copy of the transmittal letter for filing the Report.

12. The Special Legal Counsel represents that the Special Legal Counsel is a member in good standing of the bar association of New Jersey and has also been admitted to practice in the United States District Court for the District of New Jersey, and that the Special Legal Counsel license is valid and is not presently suspended, administratively or otherwise. The Special Legal Counsel further represents that the Special Legal Counsel is not the subject to a pending ethics complaint. A Certificate of Good Standing is attached as **Exhibit E**.

13. The Special Legal Counsel must submit a copy of its Business Registration Certificate attached as **Exhibit F**.

14. This Agreement is awarded to the Special Legal Counsel pursuant to the Professional Services Exception to the Local Public Contracts Law of the State of New Jersey. The Special Legal Counsel will remain, throughout the term of this Agreement, licensed as an Attorney at Law of the State of New Jersey. The Special Legal Counsel understands that it is unlawful for the City to make payments for any services due if the Special Legal Counsel is not a licensed Attorney at Law of the State of New Jersey. Therefore, the Special Legal Counsel will maintain such license and further agrees to reimburse the City for any sums paid should these representations prove to be untrue.

15. Political Contribution Disclosure. This agreement has been awarded to the Special Legal Counsel based upon the merits and ability of the Special Legal Counsel to provide the goods and services described herein. This Agreement was awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq.

This Agreement is governed by the laws of the State of New Jersey involving political contributions and, in particular, what is commonly known as the New Jersey “Pay to Play” law, N.J.S.A. 19:44A-20.3, et seq. Compliance with this statute is a material term of this Agreement.

The Special Legal Counsel further understands that if the value of the Agreement is in excess of \$50,000.00, the Special Legal Counsel is required to complete and file with the Election Law Enforcement Commission, an annual report on a form to be designed by the Commission, pursuant to N.J.S.A. 19:44A-20.27. The Special Legal Counsel agrees to file a copy of the report simultaneously with the City of South Amboy and the City’s Purchasing Agent.

16. This Agreement has been awarded to the Special Legal Counsel based upon the merits and ability of the Special Legal Counsel to provide the goods and services described herein. The Special Legal Counsel warrants and represents that it has not colluded with any member of Special Legal Counsel, or any Constitutional Officer, to secure an award of this Agreement based upon political contributions.

17. The Special Legal Counsel warrants and represents the truth and accuracy of all the statements, promises and representation made in this Agreement. The Special Legal Counsel understands that the City relies on the truth and accuracy of the information contained herein.

18. The Parties have read and understand the Agreement fully. It is signed and sealed in accordance with New Jersey law, by the duly authorized corporate officer of the City and by the Special Legal Counsel.

Attest:

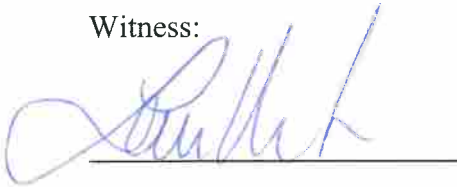
City of South Amboy

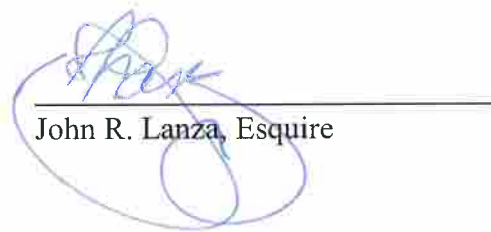




Witness:

LANZA & LANZA LLP





John R. Lanza, Esquire

EXHIBIT “A”

Lanza & Lanza, LLP Hourly Rates 2018

John R. Lanza, Esquire	\$195.00 per hour
John E. Lanza, Esquire	\$195.00 per hour
Paralegals	\$100.00 per hour



84 Court Street
Freehold, NJ 07728
Telephone 732.462.8929
800.548.1063
Fax 732.577.8836
www.GSAgency.com

Certificate Holder's Name and Address:

Clerk of the Supreme Court
Clerk's Office (Mark Neary)
PO BOX 970
25 West Market Street
Trenton NJ 08625

Insured's Name and Address:

Lanza & Lanza, LLP
5 Main St
PO Box 2520
Flemington, NJ 08822

CERTIFICATE of INSURANCE

Policy PAL1044124-03 is a Lawyers Professional Liability (E&O) policy issued for one year from 5/1/2017 to 5/1/2018 by Amtrust International Underwriters Limited.

The policy has limits of \$1,000,000 per claim / \$1,000,000 aggregate

The deductible for the policy is \$25,000

As of the inception date of this policy, the firm had 3 lawyer(s)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED ABOVE 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.

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 SHOWN. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR, AND THE CERTIFICATE HOLDER.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS IS A CLAIMS MADE & REPORTED POLICY

EXHIBIT B

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 or sex. Except with respect to affectional 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, affectional 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 City 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

EXHIBIT C

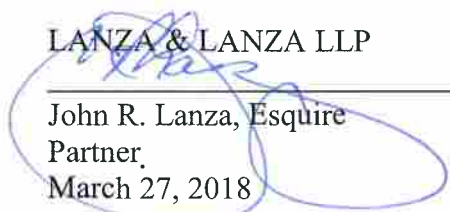
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal 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 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NAME OF COMPANY: Lanza & Lanza LLP
SIGNATURE: 
PRINT NAME: John R. Lanza, Esquire
TITLE: Partner
DATE: March 27, 2018

Certification 3714

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAY-2012~~ to ~~15-MAY-2019~~

LANZA & LANZA, LLP
5 MAIN STREET, P.O. BOX 2520
FLEMINGTON NJ 08822



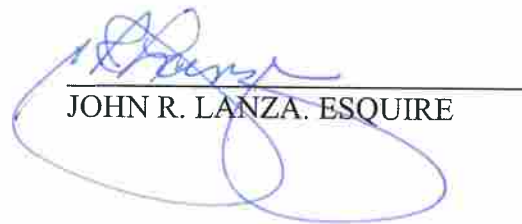
A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

EXHIBIT D

CERTIFICATE OF GOOD STANDING

1. I, John R. Lanza, make this Certification of Good Standing to induce the City of South Amboy to enter into a Professional Services Contract.
2. I am a licensed attorney of the State of New Jersey.
3. I am a member in good standing of the New Jersey Bar Association and am admitted to practice in the United States District Court for the District of New Jersey.
4. My attorney license in the State of New Jersey is valid and is not presently suspended, administratively or otherwise.
5. I further represent that I am not the subject of any pending ethics complaints.
6. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



JOHN R. LANZA, ESQUIRE

Dated: March 28, 2018

EXHIBIT E



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LANZA & LANZA LLP
Trade Name:	LANZA & LANZA LLP ATTORNEYS AT LAW
Address:	5 MAIN STREET FLEMINGTON, NJ 08822
Certificate Number:	1147563
Date of Issuance:	May 10, 2005

For Office Use Only:
20050510155149498

EXHIBIT F