

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made this 3rd day of January, 2024, by and between the **OCEAN COUNTY BOARD OF COMMISSIONERS**, State of New Jersey (hereinafter referred to as "Board") and **JOHN C. SAHRADNIK, ESQ.**, Toms River, New Jersey (hereinafter referred to as "County Counsel").

WITNESSETH

WHEREAS, the Board at its reorganization meeting on January 3, 2024, has adopted a Resolution appointing **JOHN C. SAHRADNIK**, as County Counsel for a term of three (3) years commencing January 1, 2024, in accordance with N.J.S.A. 40A:9-43; and

WHEREAS, the Board, by way of Resolution, further authorized and approved the execution of this Professional Services Agreement pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

NOW, THEREFORE, it is agreed by and between the parties, as follows:

1. County Counsel shall receive a retainer in the amount of \$55,000.00 per annum commencing January 1, 2024, and for each successive calendar year thereafter during the term of this Agreement, for which he shall attend all regularly scheduled public, pre-board and closed meetings of the Board of Commissioners, and consult with members of the Board and the County Administrator on all matters not directly associated with anticipated or pending litigation. Said retainer shall also include all telephone conferences with members of the Board, Department Heads, Clerk of the Board and the County Administrator not directly associated with anticipated or pending litigation. This retainer shall not include services rendered in conjunction with pending or anticipated litigation, labor negotiations or other legal services not specifically enumerated in this paragraph.
2. Except as provided in Paragraph 3, all other legal services performed by the County Counsel or a member of his law firm shall be paid to said County Counsel or if he elects, his law firm, upon the submission of a duly itemized voucher at the hourly

rate of \$195.00 commencing January 1, 2024. For the calendar years 2025 and 2026, respectively, the aforesaid hourly rate shall be increased by the percentage of increase determined for purposes of determining Social Security increases for that calendar year. This amount shall be rounded off to the nearest dollar. In addition, the County Counsel shall be reimbursed for any disbursements or costs incurred by said County Counsel on behalf of the County of Ocean, its departments or agencies, including but not limited to expert fees, court costs, service fees, investigator fees, deposition costs, photocopying costs, messenger services, postage, mileage at the current I.R.S. rates (except to and from Board Meetings or meetings with County Department Heads, administrative staff, or County personnel at County operated or owned facilities), computer assisted research, and any other necessary expenses incurred by County Counsel in representation of the Board under this Agreement.

3. During the term of this Agreement, County Counsel shall continue to serve in the position of County Adjuster pursuant to the provisions of N.J.S.A. 30:4-34 et seq., for which he shall receive an additional stipend in the amount of \$19,000.00 per annum.
4. County Counsel shall have the sole authority and responsibility for the performance of all legal services of the Board of Commissioners, its Departments, and employees over which it has jurisdiction and shall designate such legal duties to the Assistant County Counsels as he deems appropriate.
5. County Counsel, in performing services specified in this Agreement shall act as an independent contractor and shall have control of its work and the manner in which it is performed. County Counsel is not and shall not be considered an employee of the County.
6. County Counsel agrees to comply with the provisions of the Affirmative Action Addendum which is attached hereto as Exhibit A.
7. County Counsel shall attach hereto as Exhibit B, a copy of his current New Jersey Business Registration Certificate.

8. The Consultant agrees to provide and pay for Professional Liability, Comprehensive General Liability, and Automobile Liability Insurance with aggregate limits of \$1,000,000.00 each. Consultant shall also maintain Statutory Workmen's Compensation insurance. The Consultant shall maintain such insurance in force until the final completion or termination of all work and services hereunder.

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

ATTEST:

Lynda Walzger

COUNTY COUNSEL

By: John C. Sahradnik
John C. Sahradnik, Esq.

ATTEST:

Michelle I. Gunther
Michelle I. Gunther
Clerk of the Board 1/10/2024

COUNTY OF OCEAN,

By: Barbara Jo Crea
Barbara Jo Crea, Director

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 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, gender identity or expression, disability, nationality 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 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, 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, 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 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, 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

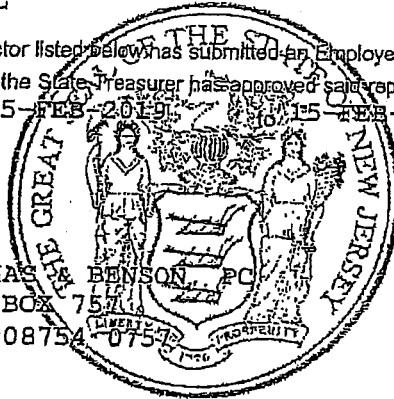
Certificate of Employee Information Report

Employee Information Report Form AA302

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

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-FEB-2019 to 15-FEB-2026



BERRY, SAHRADNIK, KOTZAS & BENSON, PC
212 HOOPER AVENUE, PO BOX 7571
TOMS RIVER NJ 08754-0751



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT B

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

BERRY, SAHRADNIK, KOTZAS, & BENSON, P.C.

TRADE NAME:

ADDRESS:

212 HOOPER AVE.
TOMS RIVER NJ 08724

SEQUENCE NUMBER:

0414630

EFFECTIVE DATE:

ISSUANCE DATE:

12/30/70

10/30/07

James J. Gorman
Acting Director
New Jersey Division of Revenue

FORM REG-101 (01)

ACORD™

Client#: 30318

BERRYSAHRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Andrew Yuh PHONE (A/C, No, Ext): 877 861-3220 FAX (A/C, No): E-MAIL ADDRESS: ayuh@connerstrong.com	
INSURED Berry, Sahradnik, Kotzas & Benson P.O. Box 757 Toms River, NJ 08754		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Ins. Co. of America INSURER B: Travelers Prop Casualty Co of America INSURER C: The Travelers Indemnity Company INSURER D: INSURER E: INSURER F:	NAIC # 19046 25674 25658

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 SUBR INSR 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:		6808429P6812342	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA2N5691122342G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$0		CUP8467P2432342	01/01/2024	01/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB8J7180962342V	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

County of Ocean Board of
 Commissioners
 101 Hooper Ave
 Toms River, NJ 08753

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

W. Michael Tappan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

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.

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PRODUCER Conover Beyer Associates 2600 Highway 35 Manasquan NJ 08736		CONTACT NAME: Jennifer Garrecht PHONE (A/C, No, Ext): (732) 223-9700 FAX (A/C, No): (732) 223-6044 E-MAIL ADDRESS: jgarrecht@conoverbeyer.com	
INSURED Berry, Sahradnik, Kotzas & Benson 212 Hooper Avenue P.O. Box 757 Toms River NJ 08754-0757		INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23752	

COVERAGES

CERTIFICATE NUMBER: 2023-2024 Master

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG \$ \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			LPPL221000034604 Deductible \$10,000	12/18/2023	12/18/2024	Per Claim \$3,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

County of Ocean
Board of Commissioners
101 Hooper Avenue
Toms River, NJ 08753

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AUTHORIZED REPRESENTATIVE

Warren Beyer/JENGAR