

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made as of this 3rd day of **January, 2017**, by and between the **TOWNSHIP OF HAMILTON**, a Municipal Corporation of the State of New Jersey, and **RANDOLPH C. LAFFERTY, ESQ. and the law firm of COOPER LEVENSON**, 1125 Atlantic Avenue, Atlantic City, NJ 08401, a New Jersey corporation, as Township Alternate/Conflict Solicitor (hereinafter referred to as “Solicitor”);

WITNESSETH:

IT IS mutually agreed between the parties hereto that:

- (1) This Contract was let and entered into pursuant to the Fair and Open Contract provisions of both the Hamilton Township Ordinance 1636-2008 (Limits on Political Contributions) and the New Jersey Pay-to-Play Act, N.J.S.A. 19:44A-1 et seq., and not as an exception to the bidding requirements under the Local Public Contracts Law, and further pursuant to a Request for Proposal/Qualifications for Municipal Professionals issued October 20, 2009 which provided for, *inter alia*, a multi-disciplined law firm with experience in diverse areas of the law.
- (2) Prior to awarding this contract, the Township of Hamilton received from Solicitor a sworn statement, made under penalty of perjury, that Solicitor has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
- (3) This Contract shall run until the Reorganization Meeting of the Township Committee to be held in January 2017, or until a successor is qualified and appointed, whichever later occurs.
- (4) Compensation for professional services rendered shall be paid to Solicitor at a rate of **ONE HUNDRED THIRTY-FIVE DOLLARS AND NO CENTS (\$135.00) per hour**, together with all necessary costs, advanced or extended, necessary for the proper function and operation

of their responsibilities on behalf of the Township of Hamilton, toll calls, recording fees, filing fees, expert fees, Sheriff's fees, Court Reporters for transcripts of testimony, Title Company fees for Reports of Title and such similar expenses advanced on behalf of the Township of Hamilton.

- (5) As Solicitor, Solicitor shall perform the following duties and responsibilities:
- (a) Serve as legal advisor to the Mayor and Township Committee, Township Clerk and occasionally other Municipal Officials on all matters of Township business;
 - (b) Draft or approve as to form and sufficiency all legal documents, Contracts, Deeds, Ordinances, Resolutions and other instruments made, executed and/or adopted by or on behalf of the Township;
 - (c) Represent the Township in all necessary judicial and administrative proceedings in which the Municipality or any of its Officers or agencies may be party or have an interest, except in such instances as the interest of those parties and the Township may otherwise be protected such as, for example, when there is insurance coverage and the insurance carrier has designated alternate legal counsel and there are no pending causes of action not covered by the applicable insurance policy(ies);
 - (d) Render all requisite legal opinions, including formal legal opinions when necessary respecting all legal matters involving the Township;
 - (e) Attend all regularly scheduled and special meetings when requested to do so by the Township Committee or appropriate Official of the Township;
 - (f) Be available during normal business hours for the answering of inquiries and receipt of information from members of the Township Committee, Township Clerk and/or other Township Officials;

- (g) Handle all relevant statutory proceedings including In-Rem and In-Personam Tax Foreclosure; Real Estate Tax Appeals, filing of Bankruptcy Proof of Claims, etc.;
 - (h) Perform any and all legal functions required by the Township Committee including keeping the Township Committee advised as to important substantive Federal and State laws and regulations affecting the Township of Hamilton and making recommendations for the implementation of Ordinances and/or Ordinance Amendments that may be necessary for the Township of Hamilton;
 - (i) Handle all legal matters pursuant to the Local Bond Law, with the advice of outside bonding counsel, including the preparation of all proofs and legal opinions.
- (6) It is agreed and understood that **Randolph C. Lafferty, Esq.**, will attend scheduled meetings as required. In the event that he is unable to attend any meeting, other experienced municipal counsel will attend and assist in any manner. Work other than attendance at meetings as provided for herein may be handled by attorneys within the Firm, with the consent of Township Committee.
- (7) The Township's Billing Rules & Procedures (Exhibit A) is annexed hereto and is made a part hereof as if sent forth herein at length.
- (8) **It is understood and agreed that Solicitor, must obtain authorization for any work performed under this Contract from either the Township Administrator or by formal action (Motion, Resolution or Ordinance) of the Township Committee. Any work not specifically authorized may be rejected for payment in the discretion of the Township Administrator when reviewing invoices, vouchers and submissions. Any work rejected by the Township Administrator is subject to review by the Township Committee, if requested.**

- (9) During the performance of this contract, Solicitor agrees as follows:
- (a) Solicitor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional, sexual orientation, gender identity or expression or disability. Solicitor will take affirmative action 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, affectional, sexual orientation, gender identity or expression or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Solicitor agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
 - (b) Solicitor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Solicitor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional, sexual orientation, gender identity or expression or disability.
 - (c) Solicitor, where applicable, will send to each labor union or representative or worker with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union of workers' representative of Solicitor's commitments under this Act and shall post copies

of the notice in conspicuous places available to employees and applicants for employment.

- (d) Solicitor, 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.
- (e) Solicitor 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.
- (f) Solicitor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureau, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional, sexual orientation, gender identity or expression, disability or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) Solicitor 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 statute and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- (h) In conforming with the applicable employment goals, Solicitor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional, sexual orientation, gender identity or expression,

disability or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

- (i) Solicitor shall furnish such reports or other documents to the Division of Contract Compliance & 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.

WITNESS:

COOPER LEVENSON

BY:

RANDOLPH C. LAFFERTY, ESQ.

ATTEST:

TOWNSHIP OF HAMILTON, a Municipal Corporation of the State of New Jersey

**RITA MARTINO, RMC
TOWNSHIP CLERK**

BY:

**JOHN KURTZ
MAYOR**