

AGREEMENT

THIS AGREEMENT, made and entered by and between the **CITY OF ATLANTIC CITY**, a Municipal Corporation of the State of New Jersey, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter "**CITY**", and **STRADLEY, RONON, STEVENS & YOUNG, LLP**, located at 457 Haddonfield Road, Suite 100, Cherry Hill, New Jersey 08002-2223, hereinafter "**COUNSEL**".

WHEREAS, the City requires the services of Counsel to represent the City in such legal matters as shall be assigned by the City Solicitor in the area of Environmental Law matters as more fully described below; and

WHEREAS, Counsel has the necessary qualifications and expertise to perform such services for the City;

NOW, THEREFORE, pursuant to Resolution No. 429 duly approved on September 6, 2017, the parties agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

City employs Counsel to represent and advise City in matters assigned by the City Solicitor, in the area of Environmental Law Matters.

**SECTION TWO
CONTRACT PERIOD**

City retains the services of Counsel for a period of one (1) year commencing on August 15, 2017 to February 28, 2018. Services will be rendered as requested by the City Solicitor during the contract period.

**SECTION THREE
ATTORNEYS FEES**

Counsel agrees to provide such legal services at a rate of **ONE HUNDRED THIRTY DOLLARS (\$130.00)** for **EACH HOUR** expended by an attorney for civil actions and **THIRTY-FIVE DOLLARS (\$35.00)** for **EACH HOUR** expended by a paralegal on behalf of the City.

The aggregate amount of this contract shall not exceed **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**. Existing cases assigned to Counsel from other law firms shall be subject to the fees set forth in those contracts unless amended by the City Solicitor.

SECTION FOUR COSTS OF ACTION

All costs in connection with the services to be provided by Counsel under this agreement shall be paid by the City. These costs shall include, but are not limited to out-of-pocket, filing fees, or investigation cost. Specifically excluded is mileage, travel, parking fees, tolls, and telephone and meal reimbursement. Duplication costs (photocopying) will be at a rate of ten cents per page. Costs shall not be incurred without the prior approval of the City Solicitor.

Administrative support is considered part of the outside counsel's overhead and is built into the rate structure. Moreover, purely clerical or secretarial tasks should not be billed at a paralegal or attorney rate regardless of who performs them.

SECTION FIVE ASSIGNMENT

Counsel cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

Counsel recognizes and agrees that this Contract is entered into in reliance upon the personal and professional skills of named Counsel, and agrees that all services to be rendered in fulfillment of this Contract shall be provided personally by Counsel or by such attorneys associated with Counsel as shall be approved by the City Solicitor. The City reserves the right to select trial counsel on its behalf in any matter in which the City is a party, which selection shall be made by the City Solicitor.

SECTION SIX REPORTING REQUIREMENTS & BILLING PROCEDURE

After the case has been assigned to the Defense Attorney, the attorney shall be required to provide an Initial 30 day report, quarterly supplemental reports and a post litigation report to the City Solicitor.

The initial report shall be provided at the 30 day mark and shall include a brief description of the facts; the potential defenses to be raised and a brief analysis of the likelihood of a successful defense; an initial opinion on the settlement value and jury verdict potential; a brief outline of what investigation and courses of action should be taken in defense of the litigation; an anticipated timetable for the various stages of the litigation; and an estimated defense budget, broken down into various phases of litigation; i.e., initial stages, summary judgment motions, discovery and trial preparation.

The supplemental reports should be submitted every 90 days and should update the previous report, not merely report information. This report should address whether anything has happened since the last report to change the attorney's assessment of the file, whether the attorney anticipates the need for any type of expert witness, and what remains to be done on the file.

It should be noted that whenever anything of significance occurs, that cannot wait until the next regularly scheduled report; the City Solicitor should be advised of that information via correspondence.

Counsel shall submit a post litigation report within five working days after completion of litigation, whether the case was settled, dismissed or tried to verdict. The Attorney shall set forth the final terms of resolution, and whether anyone will appeal, if a verdict, and his/her recommendations for handling.

Counsel shall submit to the City Solicitor itemized billing by the 15th of the month following the month in which any authorized services are rendered. Billings shall be paid by the City, upon the approval of the City Solicitor.

All billings shall be itemized form. The billings shall provide such detail as the City Solicitor shall require, including but not limited to the setting forth in detail of the date of the services provided, the nature of the services, the name of the attorney providing the service, the time expended in providing the service rounded off to the nearest tenth of an hour, and the name of the case or matter under which services were provided. Each bill shall include a recapitulation showing the total amount billed by case or matter for that billing period.

Each monthly billing shall include a brief statement showing the original amount of the Contract, any increases established by amendment to the Contract, the amount previously billed under the Contract, and the total amount of unbilled funds remaining available under the Contract, and the total amount of unbilled funds remaining available under the Contract after deduction of the most recent amount billed.

SECTION SEVEN CONFIDENTIALITY

All matters assigned to Counsel shall be handled in accordance with the usual standard of confidentiality under the Code of Professional Conduct. Counsel shall make no public comment on cases or matters in Counsel's care. Counsel shall report on the conduct, status, prospects, and recommended resolution of all matters directly and exclusively to the City Solicitor or his delegate, except as otherwise directed in writing by the Mayor, Business Administrator, City Solicitor or as required by the Code of Professional Conduct.

SECTION EIGHT CONFLICT OF INTEREST

Counsel shall not, while representing the City, file any suit on behalf of anyone against the City, nor represent anyone before the City on any of its boards or agencies.

SECTION NINE TERMINATION

The City Solicitor shall have the right to terminate this Agreement at any time in his sole discretion. In the event of said termination Counsel shall be entitled to the amount due for services rendered up to the date of termination.

SECTION TEN CERTIFICATION OF COMPLIANCE

Counsel represents that it is in compliance with all the laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this

Agreement. Failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION ELEVEN
LAW TO GOVERN CONTRACT**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the City of Atlantic City. Any dispute arises under this agreement shall be initiated in courts of Atlantic County and no other.

**SECTION TWELVE
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION THIRTEEN
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Counsel acknowledges that he/she cannot commence or continue to represent the City or any named individual or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the City Solicitor. Additionally, the City requires a 30 day notice including a case status report setting forth an estimate of the fees and costs anticipated whenever a request is made for a Change Order that would cause the contract amount to be exceeded.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

**SECTION FOURTEEN
CONTRACT TITLES**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**SECTION FIFTEEN
CONTINGENCY**

It is understood that this agreement is contingent upon the availability of funds in the City's 2017 budget. In the event said funds are not appropriated for this agreement, said agreement shall become null and void.

The Contract Request Form is hereby approved. However, this approval does not extend to any litigation contesting actions of the State of New Jersey or any of its agencies or authorities. Prior to participating in any such actions, the prior written approval of the Director of the Division of Local Government Services shall first be obtained by the City.

Additionally, please be advised that the approved vendor must comply with the City of Atlantic City's Ordinance prohibiting contributions exceeding \$300.00 from the firm or certain of its equity partners to any candidates for office in Atlantic City and to certain other campaign committees and organizations. A violation of this ordinance will result in the approval of this contract being rescinded.

**SECTION SIXTEEN
EFFECT OF ILLEGALITY**

If any provision of this agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

**SECTION SEVENTEEN
INSURANCE**

Without limiting the foregoing, the COUNSEL shall at its own expense, maintain during its performance under this Agreement insurance policy or policies, written with an insurance company or joint insurance fund currently admitted in New Jersey, in at least the following types and amounts:

- | | | |
|-----|--|-----------------------|
| (a) | Workers Compensation | Statutory |
| (b) | Professional Liability
including coverages
for acts or Errors
and omissions | \$500,000/\$1,000,000 |

The COUNSEL shall further provide the CITY with certificates of Insurance stating that the CITY is an "ADDITIONAL NAMED INSURED WITH RESPECT TO LIABILITY COVERAGES AFFORDED BY THE POLICY". The COUNSEL shall also provide to the CITY evidence of Worker's Compensation Insurance to cover all workers required by law to be covered, involved in any work contemplated under this agreement.

**SECTION EIGHTEEN
INDEMNIFICATION**

The COUNSEL shall indemnify, defend and hold harmless the CITY from and against any claim (including any claim brought by employees of COUNSEL), liability, damage or expense (including attorneys' fees) that such CITY may incur relating to, arising out of or existing by reason of (i) COUNSEL'S performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by COUNSEL or its subcontractors, servants or employees) or (ii) COUNSEL 's breach of this Agreement or the inadequate or improper performance of this Agreement by COUNSEL or its subcontractors, servants or employees.

**SECTION NINETEEN
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION TWENTY
POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **STRADLEY, RONON, STEVENS & YOUNG, LLP** based on the merits and abilities of **STRADLEY, RONON, STEVENS & YOUNG, LLP** to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **STRADLEY, RONON, STEVENS & YOUNG, LLP** Attorneys at Law, their subsidiaries, assigns or principals controlling in excess of 10% of the company are in compliance with the New Jersey Pay to Play Law P.L. 2004, Chapter 19 (as amended by P.L. 2005, C51) N.J.S.A. 19:44A-20.4 et seq. and the New Jersey Campaign Contributions and Expenditures Reporting Act N.J.S.A. 19:44A-8 and 19:44A-16 and City Ordinance 11 of 2011.

**SECTION TWENTY-ONE
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

This agreement is effective as of the date of the Mayor's signature.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

BY: Donald A. Guardian
Donald A. Guardian, Mayor

DATE: 10/27/17

WITNESS:

STRADLEY, RONON, STEVENS &
YOUNG, LLP

Barbara Lewis

Catherine M. Ward
Catherine M. Ward, Esquire
Partner

The within Agreement approved as to form and execution.

Date: 10-19-17

By: Michael J. Perugini
Michael J. Perugini
Assistant City Solicitor

STATE OF New Jersey)
) ss.
COUNTY OF Camden)

I CERTIFY that on October 17, 2017, personally came before me, Catherine M. Ward, a principal of the Limited Liability Corporation, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a principal of Stradley Ronon Stevens & Young, LLP (the limited liability corporation named in this document);
- (b) this person has the power and authority to sign this document on behalf of the limited liability corporation;
- (c) this document was signed and delivered by the limited liability corporation as its voluntary act duly authorized by a proper action of the principals of the limited liability corporation; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

Carl M. [Signature]
Principal

October 17, 2017

Jenny Van Pelt
Notary Public of
(See attached)

JENNY C VAN PELT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 25, 2020

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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: Stradley Ronon Stevens & Young, LLP

Name: Catherine M. Ward

Title: Partner

Signature: Cat M Ward

Date: 10/17/17

Resolution of the City of Atlantic City

No. 429

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/Michael J. Perugini

Assistant City Solicitor /s/ Karl Timbers

Prepared by City Solicitor's Office

Council Member SMALL & SHABAZZ presents the following Resolution:

RESOLUTION TO AWARD LEGAL CONTRACT TO STRADLEY RONON STEVENS & YOUNG IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS

WHEREAS, the City of Atlantic City has a need to retain legal counsel for Environmental Law and the City has advertised for and received Qualifications for Environmental Law matters under a fair and open process; and,

WHEREAS, the purchasing agent has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is from August 15, 2017 to February 28, 2018; and

WHEREAS, **STRADLEY RONON STEVENS & YOUNG** have indicated their firm will provide legal services for Environmental Law; and

WHEREAS, the Business Disclose Entity Certification and the Determination of Value shall be placed on file with the resolution; and

WHEREAS, the vendor must comply with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is duly authorized to execute and the City Clerk to attest a contract to be approved as to form and execution by the City Solicitor, which contract shall provide for the purchase of legal services, including but not limited to matters in the area of Environmental Law and Real Estate Matters, from **STRADLEY RONON STEVENS & YOUNG**, at the rate of **ONE HUNDRED THIRTY DOLLARS (\$130.00)** for **EACH HOUR** expended by an attorney for civil actions, and **THIRTY-FIVE DOLLARS (\$35.00)** for **EACH HOUR** expended by a paralegal on behalf of the City, for a term, commencing August 15, 2017 and ending February 28, 2018, and for a total amount not to exceed the sum of **FIFTEEN THOUSAND DOLLARS (\$15,000,00)**.

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds and specifying the line item appropriation from the 2017 Budget to satisfy the aforesaid Agreement, and that pursuant to N.J.A.C. 5:30-14.5, the award of the above Agreement is contingent upon the availability of sufficient funds in the 2017 Budget and in the event said funds are not appropriated for this Agreement, this award will have no effect and will then be null and void. The award of this contract is contingent upon State approval.

BE IT FURTHER RESOLVED that Public Notice of this Resolution shall be published in THE PRESS at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq., as amended.

tc September 11, 2017 10:22 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CHENG	X						MARSH	X					
DELGADO	X						RANDOLPH	X					X
GILLIAM	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
SMALL, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: SEPTEMBER 6, 2017

/s/ Paula Geletei, City Clerk