

RESOLUTION NO. 134 of 2014

WHEREAS, the Board of Commissioners of the City of Margate has determined it has a need for outside counsel to provide an opinion with regard to the State-Federal Shore Protection Project & its related issues in the City of Margate; and

WHEREAS, Neil Yoskin, Esq., of the firm Sokol, Behot & Fiorenzo, 229 Nassau Street, Princeton, New Jersey 08542 has demonstrated that he and his law firm have the necessary experience and qualifications to provide same; and

WHEREAS, this contract is awarded without competitive bidding because it is a Professional Services Contract and is as an exception to the Local Public Contracts Law *N.J.S.A. 40:11A-5 (1) (a) (i)*.

NOW, THEREFORE BE IT RESOLVED by the Commissioners of the City of Margate City, County of Atlantic and State of New Jersey as follows:

1. The Mayor is hereby authorized to execute and the City Clerk to attest to a contract in an amount not to exceed \$5,000.00 between the City of Margate & Neil Yoskin, Esquire & the law firm Sokol, Behot & Fiorenzo, 229 Nassau Street, Princeton, NJ 08542 for providing an opinion as to whether the State of New Jersey has the right to condemn a general easement for the purpose of construction the State-Federal Shore Protection Project along Margate's beachfront.
2. This contract is awarded without competitive bidding because it is a Professional Services Contract and is as an exception to the Local Public Contracts Law *N.J.S.A. 40:11A-5 (1) (a) (i)*.
3. The contract shall not exceed twelve consecutive months in accordance with *N.J.S.A. 40A:11-5*.

DATE: June 19, 2014

I, Thomas D. Hiltner, Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on 6/19/14 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

Thomas D. Hiltner, City Clerk

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this 19th day of June 2014 by and between the CITY OF MARGATE CITY, (hereinafter "CITY"), a Municipal Corporation of the State of New Jersey, having an address at 9001 Winchester Avenue, Margate City, New Jersey 08402, and Neil Yoskin, Esquire, of the law firm Sokol, Behot & Fiorenzo, 229 Nassau Street, Princeton, New Jersey 08542, (hereinafter "Counsel").

WHEREAS, the CITY requires the services of COUNSEL to provide an opinion & guidance as to the City of Margate's legal position with regard to the Absecon Island Shore Protection Project to be imposed by the State of New Jersey upon the City of Margate City ; and

WHEREAS, COUNSEL has the necessary qualifications and expertise to perform such services for the CITY.

NOW, THEREFORE, pursuant to Resolution #134 of 2014 duly approved by the Board of Commissioners of the City of Margate on June 19, 2014, the parties agree as follows:

1. SCOPE OF SERVICES

CITY contracts with COUNSEL to provide an opinion & guidance as to the City of Margate's legal position with regard to the Absecon Island Shore Protection Project to be imposed by the State of New Jersey upon the City of Margate City.

2. CONTRACT PERIOD

CITY retains the services of COUNSEL for a period of one (1) year commencing on June 19, 2014. Services will be rendered as requested by the City Solicitor during the contract period.

3. ATTORNEYS FEES

The aggregate amount of the contract shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00).

4. INSURANCE

CONTRACTOR shall not commence work until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey and acceptable to the City of Margate. In addition CONTRACTOR shall be solely responsible for all deductibles and/or "Self Insured Retentions".

COMMERCIAL GENERAL LIABILITY INSURANCE

During the life of this contract the CONTRACTOR shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following: Contractor Liability; Products and Completed Operations; Independent Contractor's Coverage; Broad Form General Liability Extensions or

equivalent; Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; per contract aggregate.

PROFESSIONAL LIABILITY INSURANCE

During the life of this contract the CONTRACTOR shall procure and maintain Professional Liability Insurance and/or Errors and Omissions Insurance and/or Malpractice Insurance with limits of liability not less than \$1,000,000.00 per wrongful act \$2,000,000.00 aggregate combined single limit.

MOTOR VEHICLE LIABILITY INSURANCE

During the life of this contract the CONTRACTOR shall procure and maintain motor Vehicle liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

WORKERS COMPENSATION

During the life of this contract the CONTRACTOR shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage in accordance with the statutes of the State of New Jersey.

ADDITIONAL INSURED

The following shall be Additional Insureds: The City of Margate, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional Insureds, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance may be primary, contributing or excess.

NOTICE OF CANCELLATION

Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Workers Compensation Insurance, as described above shall include an endorsement stating the following: "Thirty (30) days advance written notice of cancellation, non-renewal, reduction or material change shall be sent to: **Lisa McLaughlin, CFO, City of Margate, 9001 Winchester Avenue, Margate, New Jersey 08402.**

PROOF OF INSURANCE

The CONTRACTOR shall provide the City of Margate at the time the contracts are returned for execution, two (2) copies of Certificate of Insurance for Commercial General Liability, Errors and Omissions/Professional Liability, Motor Vehicle Liability and Worker's Compensation.

CONTINUATION OF COVERAGE

If any of the above coverages expire during the term of this contract, the CONTRACTOR shall deliver renewal Certificates and/or policies to the City of Margate at least ten (10) days prior to the expiration date.

5. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law CONTRACTOR agrees to defend, pay on behalf of indemnify and hold harmless the City of Margate, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Margate against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against to from the City of Margate, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Margate by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

6. CERTIFICATION OF COMPLIANCE

COUNSEL represents that it is in compliance with all the laws of the United States, the State of New Jersey, and all ordinances of the City of Margate. Counsel acknowledges that this contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey and the Americans with Disabilities Act. Accordingly, during the term of this contract and during the performance of all duties under this contract, Counsel will comply with all of the Affirmative Action and Americans with Disabilities Act requirements of the State of New Jersey.

7. LAW GOVERNING CONTRACT

This Agreement shall be governed by and enforced in accordance with the laws of the State of New Jersey. Any dispute that arises under this Agreement shall be initiated in courts of Atlantic County, New Jersey.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. Any prior understanding or representation shall be binding only if in writing and signed by both parties.

9. MODIFICATION OF AGREEMENT

This Agreement can only be modified by a writing signed by both parties.

10. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the services described herein. It is not awarded pursuant to a “fair and open” process. Contractor does hereby attest that Contractor, its subsidiaries, assigns, employees or principals have not made any contributions to the Mayor or Commissioners of the City of Margate or to any candidate for the Office of Mayor or Commissioner of the City of Margate. Contractor further attests that it has not made any contribution in violation of Margate City Ordinance No. 36 of 2005 the “Pay to Play” Ordinance, and is in compliance with the State of New Jersey “Pay to Play” regulations set forth in P.L. 2004, c.19 and P.L. 2005, c.271. Contractor acknowledges that it has a continuing duty to report and violations of the “Pay to Play” laws during the term of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF MARGATE

Thomas D. Hiltner, City Clerk

Michael Becker, Commissioner of Public Safety

ATTEST:

Sokol, Behot & Fiorenzo Law Firm

Neil Yoskin, Esquire