

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER, DIVISION OF SENIOR SERVICES
AN AREA AGENCY ON AGING (AAA)/ AND
AGING AND DISABILITY RESOURCE CONNECTION (ADRC) SERVICE PROVIDER
AND
SETH HASBROUCK, ESQ.**

THIS PROFESSIONAL SERVICES AGREEMENT is made effective July 1, 2018, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey (hereinafter "**County**"), with offices at 2 S. Broad Street, Woodbury, N.J. 08096, and Seth Hasbrouck, Esquire, with offices at 52 N. Broad Street, Woodbury, N.J. (hereinafter "**Attorney**"), for the provision of certain legal services as described herein.

RECITALS

WHEREAS, County desires to engage Attorney to provide legal services under its Division of Senior Services' AAA/ADRC "Free Simple Wills for Seniors" program; and

WHEREAS, Attorney represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of the Agreement; and

WHEREAS, this Agreement is entered into without necessity of public bidding or *Request for Proposal*, as compensation for services covered by this Agreement is within guidelines established by the County's fair and open procurement process.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Attorney do hereby agree as follows:

AGREEMENT

1. **TERM.** This Professional Services Agreement shall be effective for the period commencing July 1, 2018 and concluding December 31, 2018.
2. **COMPENSATION.** This Agreement shall be for the provision of estimated units of services at \$30.00 per hour, for a maximum of 170 hours, in an amount not to exceed \$5,100.00.
 - A. It is agreed and understood that this is an open-ended Agreement, requiring County to use Attorney services on an as-needed basis only, with no obligation by County to make any purchase whatsoever.
 - B. Attorney will be paid in accordance with this Agreement, upon receipt of a properly executed voucher and invoice. After approval by County, payment voucher shall be placed in line for prompt payment.
 - C. Each invoice shall contain an itemized, detailed description of all work performed during billing period. Failure to provide sufficient specificity shall be cause for rejection of the

invoice until necessary details are provided. Additionally, all bills of service will be reviewed by County for reasonableness.

It is further agreed and understood that the acceptance of the final payment by Attorney shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

3. FREE SIMPLE WILLS PROGRAM/ DUTIES OF ATTORNEY.

Under Gloucester County "Free Simple Wills" program, participating County senior citizens, aged 60 years and over, will receive, free of charge, a Simple Will by contacting the Division of Senior Services.

Attorney will attend and provide information on "Free Simple Wills" program at "Wills Workshops" to be conducted at the Gloucester County Division of Senior Services Offices located at 115 Budd Boulevard, West Deptford, N.J., to outline program requirements.

Seniors will complete a worksheet detailing how their Simple Will is to be written and will receive consultation and Simple Will document preparation by Attorney. Each senior will receive individual and confidential consultation by Attorney.

Senior clients will receive their Simple Wills at a pre-appointed "Wills Signing Seminar" about two weeks after the Wills Workshop, where they will be able to read it carefully to ensure that it correctly represents their wishes.

Attorney will attend the "Wills Signing" workshop, also conducted at the Division of Senior Services Offices located at 115 Budd Boulevard, West Deptford, N.J., where each senior will be taken individually and confidentially by the attorney to review prepared Simple Will.

If the Simple Will is correct, the senior will sign it. Any needed corrections or changes will be completed at that time by the "Free Simple Wills" Attorney. This process will provide clients with an opportunity to make changes immediately if necessary. The Division of Senior Services will also provide participants with a Notary and witnesses to assist in final execution of Free Simple Will document.

The Division of Senior Services will reach the low-income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessible to the identified target populations.

- 4. CONFLICT OF INTEREST STATEMENT.** No party in any contractual Agreement with the County of Gloucester shall use or allow to be used, their contractual relationship, or any information not generally available to the members of the public, which they receive or acquire in the course of and by reason of their relationship with the County of Gloucester for the purpose of securing financial gain for themselves, members of their immediate family, or any business organization with which they are associated.

No party to any contractual Agreement with the County of Gloucester (this shall include members of the immediate family or business organization in which he/she has any interest), shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him/her, directly or indirectly, in the discharge of this contractual obligation.

Attorney acknowledges that he will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

5. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Agreement, Attorney agrees as follows:

Attorney 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, sex, veteran status or military service. Except with respect to affectional or sexual orientation and gender identity or expression, Attorney will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated equally 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, sex, veteran status or military service. Such equal employment opportunity 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. Attorney 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.

Attorney or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of Attorney, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

Attorney or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of Attorney's commitments under this Agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Attorney 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.

Attorney or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

6. **LICENSING AND PERMITTING.** If Attorney or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Agreement, then prior to the effective date of this Agreement, and as a condition precedent to its taking effect, Attorney shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Agreement.

Attorney shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Attorney or its agents.

7. **TERMINATION.** This Agreement may be terminated as follows:

- A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.
- B. If Attorney is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have Attorney's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if Attorney shall violate any of the covenants, agreements, or stipulations of this Agreement, County shall thereupon have the right to terminate, by giving written notice to Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies and reports prepared by Attorney under this Agreement shall be forthwith delivered to County.
- D. County may terminate this Agreement for public convenience at any time by a notice in writing from County to Attorney. If the Agreement is terminated by County as provided herein, Attorney will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, Attorney or subcontractor, where applicable, shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Attorney, and County may withhold any payments to Attorney for the purpose of set-off until such time as the exact amount of damages due County from Attorney is determined.
- F. Termination shall not operate to affect the validity of the Indemnification provisions of this Agreement, or to prevent County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned nor subcontracted by Attorney, except as otherwise agreed in writing between the parties. Any attempted assignment or subcontract without such written consent shall be void with respect to County and no obligation on County's part to the assignee shall arise, unless County shall elect to accept and to consent to such assignment or subcontract.
9. **INDEMNIFICATION.** Attorney shall indemnify and keep County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by Attorney.
10. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that County is prevented from performing under this Agreement by circumstances beyond its control, then any obligations owing by County to Attorney shall be suspended without liability for the period during which County is so prevented.
12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by County to enforce any particular provision of this Agreement, or to act upon a breach of this Agreement by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Agreement shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Agreement.
15. **CHANGES.** This Agreement may be modified by approved change orders consistent with applicable laws, rules and regulations. County, without invalidating this Agreement, may order changes consisting of additions, deletions, and/or modifications, with compensation sum adjusted accordingly. This Agreement and its terms may be changed only by change order. The cost or credit to the County from any change in this Agreement shall be determined by mutual consent before executing the change involved.
16. **NOTICES.** Notices required by this Agreement shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Agreement comply with and be subject to all applicable laws, rules and

regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.

18. **GRIEVANCE PROCEDURES.** County shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Attorney's denial of services, or with the quality of services furnished by Attorney, with an adequate opportunity to resolve the grievance. Attorney shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request. Attorney shall display a sign in all facilities used by or in conjunction with the program stating the grievance policy and procedures.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an employee or agent of the County.
20. **FINANCIAL DISCLOSURE.** Attorney if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law B N.J.S.A. 40A:9-22.1, et seq. P.L. 1991, c. 29.
21. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of this Agreement during its term, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Agreement shall be binding on the undersigned and their successors and assigns.

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS**

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 011

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	5,000.	-0-	5,000.
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	100	-0-	100
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	5,100.		5,100.
LESS:			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	5,000.

FFP State Funds	5,000
Client Income	100
TOTAL	5,100

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. AN AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a. IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b. ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c. FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.

a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

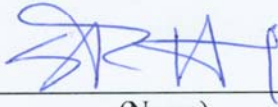
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS LETTER OF AGREEMENT CONSISTS OF 11 PAGES NUMBERED SEQUENTIALLY. IN WITNESS THERE OF, THE COUNTY AND THE LEGAL SERVICES PROVIDER (ATTORNEY) HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. **IN WITNESS WHEREOF**, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in County Administrative Code has executed this Agreement and Attorney's authorized representative has executed this Agreement on the date indicated herein.


Seth Hasbrouck Esq.
52 North Broad Street
Woodbury, N.J. 08096

BY: 
(Name)
Attorney at Law
(Title)

Date 7/24/18

FUNDING AGENCY

AREA AGENCY ON AGING: DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF SENIOR SERVICES.

BY: 
TITLE: Executive Director

Date 7/25/2018

**COUNTY OF GLOUCESTER
DIRECTOR OF PURCHASING**

BY: 
Peter Mercanti
TITLE: Director of Purchasing

Date 7-25-18

ATTEST:


Andrea Lombardi

THIS AGREEMENT is dated this 25 day of July, 2018.