

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this ____ day of _____, 2021, between, **THE TOWNSHIP OF SCOTCH PLAINS**, a municipal corporation of the State of New Jersey with offices located at 430 Park Avenue, Scotch Plains, New Jersey, (hereinafter, "Client") and **RAINONE COUGHLIN MINCHELLO, LLC**, a Limited Liability Company of the State of New Jersey with offices located at (collectively, "RCM"),

WITNESSETH:

WHEREAS, The **TOWNSHIP OF SCOTCH PLAINS** requires the services of Township Attorney; and

WHEREAS, **DAVID L. MINCHELLO, ESQ. of RAINONE COUGHLIN MINCHELLO, LLC** is capable of and willing to perform such services; and

WHEREAS, it is the intention of the parties to this Agreement that neither the firm of **RAINONE COUGHLIN MINCHELLO, LLC** nor its attorneys be considered an employee of the **TOWNSHIP OF SCOTCH PLAINS**, but rather as providing legal services under contract.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** **RAINONE COUGHLIN MINCHELLO, LLC** agrees to provide all of the necessary and proper legal services as required by **THE TOWNSHIP OF SCOTCH PLAINS** to perform the duties and obligations of Township Attorney and as may be assigned by **THE TOWNSHIP OF SCOTCH PLAINS** (collectively, the "Legal Services"), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner. **DAVID L. MINCHELLO, ESQ.** may perform the Legal Services for

the Township personally or may delegate performance to any other licensed attorneys at the firm, and all such Legal Services shall be performed under his/her supervision.

2. **COMPENSATION.**

All legal services shall be billed by RCM at a monthly rate of \$7,291.67 per month.

3. **TERM OF AGREEMENT.** Legal Services under this Agreement shall be performed for the period commencing on _____ and ending on _____.

4. **BILLING.** The compensation referred to in Paragraph 2, above, shall be payable on a monthly basis upon submission of an appropriate voucher accompanied by a statement to **THE TOWNSHIP OF SCOTCH PLAINS** setting forth the Legal Services rendered during the period. RCM makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, **THE TOWNSHIP OF SCOTCH PLAINS** shall review all bills promptly upon receipt and bring any billing issues to the attention of RCM for prompt review so that any errors may be addressed.

5. **PROFESSIONAL LIABILITY INSURANCE.** RCM shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000 and submit proof of coverage to **THE TOWNSHIP OF SCOTCH PLAINS**.

6. **AFFIRMATIVE ACTION.** The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

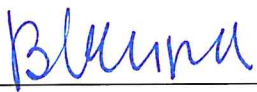
7. APPROVING RESOLUTION INCORPORATED.

This Agreement is subject to the approval, by resolution, of **THE TOWNSHIP OF SCOTCH PLAINS** is hereby incorporated herein by reference, as if set forth at length.

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

ATTEST:

TOWNSHIP OF SCOTCH PLAINS

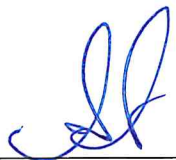


Date: 4.14.2021



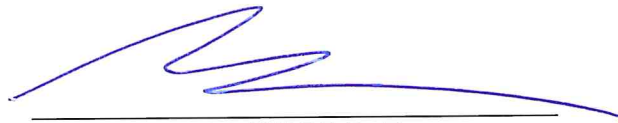
Date: 4/14/2021

RAINONE COUGHLIN MINCHELLO, LLC



Alyssa Austin

Date: 04/09/2021



DAVID L. MINCHELLO, Esq.

Date: 04/09/2021