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AGREEMENT FOR SERVICES

2018 AFFORDABLE HOUSING COUNSEL

JAN 19 2018
WUP 12/31/18

THIS AGREEMENT dated the 1st day of January, 2018 between the Township of Brick, a municipal corporation of the State of New Jersey, having its principal offices located at 401 Chambers Bridge Road, Brick, New Jersey 08723 (hereinafter referred to as "Township"), and **Rainone Coughlin Minchello, 1 Woodbridge Center, Suite 515, Woodbridge, NJ 07095** (hereinafter referred to as ("Professional")).

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Legal Services in the areas of Affordable Housing Counsel of Township for the period commencing on January 1, 2018 and ending on December 31, 2018.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. The Professional is hereby retained as Affordable Housing Counsel to provide legal services to the Township in areas of redevelopment of Township properties at the direction of the Mayor, Business Administrator or their duly authorized representative.
2. The Professional shall provide all legal services required as Affordable Counsel at the hourly rates listed on the Legal Counsel for the Affordable Counsel Rate Schedule. Billing is to be provided on a tenth of an hour basis.
3. The Attorney shall bill the Township for all services rendered. These services by way of description but not by way of limitation include the following: telephone calls, dictating letters, reviewing letters, preparation of ordinances, preparation of resolutions, preparation of contracts, legal research, negotiations and any other services rendered on behalf of the Township.
4. The firm of **Rainone Coughlin Minchello** shall indemnify and hold harmless the Township, the Council and their agents and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work provided that any such reasonable claim, damage loss or expense (a) to the extent is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part of any negligent act or omission of the Township, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
5. That this contract is awarded as a Professional Service Contract in accordance with N.J.S.A.40A:11-1 of the Local Public Contracts Law.

6. That this contract was solicited in a fair and open process in accordance with N.J.S.A. 19:44A-20.4.
7. That the parties of this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) and 5.3 of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 P.L.(affirmative action), as amended and supplemented from time to time.
8. That the parties of this contract agree to comply with the provisions of P.L. 2004, c.57 and P.L. 2009 c.315 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.
9. That the term of this contract is for a period commencing on January 1, 2018 and ending on December 31, 2018.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed the day and year first above written.

TOWNSHIP OF BRICK:

Signed by: John G. Ducey, Mayor

Signature: _____

ATTEST: _____

(seal) Lynnette A. Iannarone, Township Clerk

RAINONE COUGHLIN MINCHELLO:

Signed by: _____

Signature: _____

ATTEST: _____