

2024 AGREEMENT BETWEEN TOWNSHIP OF BLOOMFIELD AND RAINONE COUGHLIN MINCHELLO FOR REDEVELOPMENT ATTORNEY SERVICES

This Agreement made and entered into this 12th day of February 2024, effective as of January 1, 2024, by and between the **Township of Bloomfield** (the "Township") located at 1 Municipal Plaza, Bloomfield, New Jersey 07003, and Rainone Coughlin Minchello (the "Contractor"), located at 555 US Highway One south, Suite 440, Iselin, NJ 08830.

WITNESSETH:

WHEREAS, the Township wishes to engage the professional services of the Contractor to perform professional services for the Township for the period commencing January 1, 2024 and terminating December 31, 2024 (the "Contract Period"); and

WHEREAS, the Township and the Contractor do hereby wish to enter into this Agreement for professional services (the "Contract").

NOW, THEREFORE, the Township and the Contractor mutually agree as follows:

1. **APPOINTMENT:** The Township hereby retains the Contractor for the Contract Period and the Contractor hereby accepts such appointment.
2. **SCOPE OF PROFESSIONAL SERVICES:** The Contractor shall act as Redevelopment Attorney(s). The Contractor shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Township.
3. **PAYMENT** The Township agrees to pay the Contractor the following:

Fees: Contractor shall be paid at a blended hourly rate with a not to exceed amount of \$50,000.00. The Contractor shall not incur any expenses, and the Township shall not be liable for any payment, in excess of the not to exceed amount without prior authorization of the Governing Body.

The services included in that retainer per the RFP and proposal to the Township.

4. **TERMINATION:** The Township may terminate this Contract for any reason, or for no reason, at any time by adoption of a Resolution to such effect providing Contractor with thirty (30) days' notice as required in the appointment resolution. Should this Contract be so terminated, the Contractor shall be entitled to compensation for services rendered prior to the date of termination and any balance due for any month or any portion thereof incurred prior to termination.
5. **BINDING OF PARTIES:** The Township and the Contractor agree to be bound and do hereby bind themselves as far as duties required of the Contractor and payment therefore by the Township.
6. **NO EMPLOYER - EMPLOYEE RELATIONSHIP:** Notwithstanding anything to the contrary herein, the Township and the Contractor agree that this Contract shall not be deemed to

create an employer-employee relationship between the Township and the Contractor, and that no rights and privileges of the Township's employees shall inure to the Contractor hereby.

7. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:** During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

- a. 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 ensure that equal 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 or sex. 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. 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.
- b. 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.
- c. The contractor 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 the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The contractor 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.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and 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.

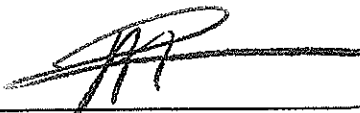
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
 - h. In conforming with the targeted 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, race, 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.
 - i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.
8. **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
9. **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
10. **DEFAULT AND CURE:** The Contractor will be deemed to be in default of this Agreement if the Contractor fails to fully perform all of the services set forth in paragraph 2 above. The Township shall notify the Contractor of its default, and the Contractor shall have fourteen (14) days within which to cure its default. If the Contractor fails to cure its default within fourteen (14) days, the Township shall be entitled to all damages arising out of the Contractor's default, including, but not limited to, compensatory, special and/or actual damages.
11. **SEVERABILITY AND LEGALITY:** The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statutes or Rules or Regulations, they shall remain binding upon the parties.
12. **MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13. **COMPLETE AGREEMENT**: This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
14. **SECTION HEADINGS**: The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
15. **BINDING EFFECT**: This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Townships, administrations, officers, directors, agents, successors, assigns and affiliates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, effective as of January 1, 2024.

AGREED and ACCEPTED BY:

Township of Bloomfield


(Signature)

Anthony DeZenzo
(Printed Name)

Township Administrator
(Title)

(Date)

ATTEST

AGREED AND ACCEPTED BY:

Contractor


(Signature)

Louis N. Rainone
(Printed Name)

Managing Partner
(Title)

(Date)

ATTEST

This Agreement is being executed in English in two original copies.