

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made effective this 2nd day of January, 2024 by and between the **City of Burlington**, a municipal corporation of the State of New Jersey with principal offices located at 525 High Street, Burlington, New Jersey (hereinafter the "City") and **Rainone Coughlin Minchello, LLC** with principal offices located at 555 U.S. Highway One South, Suite 440, Iselin, NJ 08830 (hereinafter "Attorney").

RECITALS

WHEREAS, there exists a need for the City to obtain counsel to provide legal services to the City for the year 2024; and

WHEREAS the City issued a Request for Proposals entitled Notice of Request for Proposals and Qualifications for Professional Service Contract ("RFP"), which is incorporated herein by reference, seeking Law Firms to provide legal services as Alcoholic Beverage Control Special Counsel to the City for various positions involving unique or specialized legal knowledge (hereinafter "Legal Services"); and

WHEREAS the Attorney submitted a proposal to provide the legal services in accordance with the terms and conditions prescribed in the RFP ("Proposal") and the City's Law Department and Common Council deemed the Attorney to be qualified; and,

WHEREAS the City relied upon the accuracy of the representations made in the Attorney Proposal in rendering its decision to award this Agreement to the Attorney; and

WHEREAS the Common Council of the City of Burlington authorized the award of this Agreement pursuant to Resolution No. 20-2024 (the "Resolution"), incorporated herein by reference, for a total contract amount not to exceed \$10,000.00 for the calendar year 2024, in order to perform the services described and incorporated herein and as governed by the RFP; and

WHEREAS the Attorney agree to perform all services under the terms and conditions as hereinafter set forth, the City being agreeable thereto; and

WHEREAS, Rainone Coughlin Minchello is a firm of licensed New Jersey Attorney-at-law and is qualified and able to render legal services to the City as an Attorney; and

WHEREAS, the City has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Attorney; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the City and the Attorney;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. SCOPE & TERM - The Attorney agree to provide general legal services more particularly described within this agreement for the fees specified herein for a term of one year, for the period of time from execution of the herein agreement through December 31, 2024, or until a successor is qualified and appointed, whichever later occurs. David L. Minchello, Esq., a member of the Firm, will be the attorney principally responsible for providing legal services to the City during the term of this contract.

The Attorney agrees to provide and perform all services necessary to represent the City during the calendar year for 2024.

2. EXCEEDANCE OF CONTRACT AMOUNT - In the event the Law Firm determines that the services provided may exceed \$10,000.00, the Law Firm is to notify the City prior to exceeding the amount and shall provide a written explanation for the expected exceedance of the limit in this Agreement. In the event the Law Firm fails to provide the Law Firm with adequate notice and written explanation prior to exceeding the limit in this Agreement, the City reserves the right to refuse to pay any such exceedance at its discretion.

3. COMPENSATION - For and in consideration of the services to be performed by the Attorney on behalf of the City, the City agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Attorney's fees shall be billed at the hourly rates and compensation set forth in Rainone Coughlin Minchello's proposal.

4. BILLING PROCEDURE - In accordance with this contract, the Attorney will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the City.

5. AUTHORIZATION OF WORK - The fees referred to herein shall be applicable to all legal services rendered to the City. The Mayor and/or a majority of the members of the City governing body and/or City Administrator, shall have the power to authorize work under this contract to the extent that there are funds appropriated.

6. DUTIES - The City hereby authorizes the Attorney to be the legal advisors to the Mayor, governing body, City Administrator, Municipal Clerk, Municipal Assessor, and any other municipal officers or employees that the Mayor or governing body shall designate, except as may be prohibited by the canons of professional ethics or applicable state or federal laws and regulations.

7. LIMITATIONS ON SCOPE OF WORK - This contract contemplates that the Attorney will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the City may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the City, and

the written contract, covering the services to be performed has been entered into between the parties hereto.

8. TERMINATION - The Attorney's contract with the City shall be deemed terminated upon action by the City's governing body either by action to so terminate, or by appointment of a new City Attorney at the beginning of the year 2024. In the event neither situation occurs, then this contract shall continue in full force and effect to the same extent that funds are provided until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

9. DOCUMENTS & FILES – All papers, documents, memoranda, plans, materials, records, files and report (collectively, "Property") created, assigned to, and/or relating to the duties assigned under this contract shall be and remain the property of the City. Upon the city's request and/or upon the termination or expiration of this contract, the Law Firm shall immediately surrender and return all such property to the City Solicitor or their designee, together with a written consent to use all such materials in the best interest of the City. The surrender/return of all property shall be at the sole cost and expense of the Law firm.

10. CONFIDENTIALITY - All matters assigned to the Law Firm shall be handled in accordance with the usual standard of confidentiality under the applicable codes of Professional Conduct. The Law Firm shall make no public comment on cases or matters assigned to it, and shall direct any such requests to the City Solicitor. The Law Firm shall report on the conduct, status, prospects and recommended resolution of all matters directly and exclusively to the City Solicitor or their designee, except as otherwise directed in writing by the City and/or as may be required by the applicable code of Professional Conduct.

11. CERTIFICATION OF COMPLIANCE – The Law Firm and its Attorney represent that they are in good standing, are in compliance with all laws of the State of New Jersey and all applicable Ordinances of the City of Burlington and will remain so for the term of this Agreement. Failure to continue in compliance shall be deemed a breach of this Agreement.

12. CONTINGENCY – It is understood that this Agreement is contingent upon the availability of funds in the City's budget. In the event said funds are not appropriated or available for this Agreement, this Agreement shall become null and void, and the Law Firm shall not be entitled to any compensation.

13. INSURANCE – The Law Firm shall, at its own expense, maintain during its performance under this Agreement, insurance policy or policies, written with an insurance company or joint insurance fund currently authorized to do business in the State of New Jersey by the Division of Banking and Insurance, in the following types and amounts:

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|----|---|------------------------|
| a. | Workers Compensation | As required by Statute |
| b. | Professional Liability, including coverage for Acts and/or Errors and Omissions | \$500,000/\$1,000,000 |

The Law Firm shall further provide the City with Certificates of Insurance stating that the City is an "Additional Names Insured with Respect to Liability Coverages Afforded by the Policy". The Law Firm shall also provide to the City evidence of adequate Worker's Compensation Insurance to cover all workers required by law to be covered, who may be involved in any work contemplated hereunder.

14. INDEMNIFICATION – The Law Firm shall indemnify, defend, and hold harmless the City from and against any and all claims, known or unknown (including any claim brought by employees of the Law Firm), liability, damages, or expenses (including Attorney' fees) that the City may incur relating to, arising out of, or existing by reason of: (a) the Law Firm's performance of this Agreement or the conditions created thereby, (including the use, misuse, or failure of any equipment used by the Law Firm or its subcontractors, servants or employees), or (b) the Law Firm's breach of this Agreement or the inadequate or improper performance of this Agreement by the Law Firm or its subcontractors, servants or employees.

15. NO WAIVER - The waiver or renunciation by either party of any term, provision or condition contained in this Agreement shall not constitute the automatic waiver or renunciation of any subsequent breach or default of such term, provision, or condition of this Agreement, nor shall it authorize the non-observance of any other occasion of the same or any other term, provision or condition of this Agreement by either party unless such waiver or renunciation shall be expressed in writing and signed by the party making such waiver or renunciation, specifying the nature and extent of such waiver or renunciation.

16. STATUS OF CONTRACTOR – Unless otherwise authorized by Ordinance and indicated herein, it is expressly understood and agreed by and between the parties that the status of the Law Firm and its employees, officers, and agents shall be that of an independent contractor. It is not intended, nor shall it be construed that the Law Firm or any of its employees, officers, and agents are employees or officers of the City for any purpose.

17. DISCLOSURES, INCLUDING POLITICAL - The Law Firm agrees to submit all Certificates and Disclosures that are required to comply with Local, State and Federal law associated with the award of this Contract and as was required under the RFP process for the procurement of this Contract. This Contract has been awarded to the contractor identified above, based upon the merits and abilities of the Law Firm to provide the services described herein. The contract was awarded through a "Fair and Open process" pursuant to N.J.S.A. 19:44A-20.4, 35, et seq. Nevertheless, the undersigned does hereby attest that the Law Firm, their subsidiaries, assigns, or principals controlling in excess of ten percent (10%) of the company are in compliance with the New Jersey Pay to Play law (P.L. 2004, Chapter 19 as amended by P.L. 2005, C.51) N.J.S.A. 19:44A-20.4, et seq.; and the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-8; N.J.S.A. 19:44A-16.

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

ATTEST

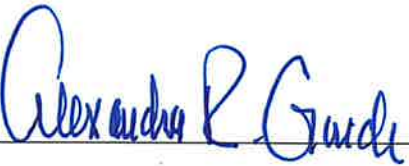
CITY OF BURLINGTON


CINDY A. CRIVARO, RMC
CITY CLERK

By: 
BARRY W. CONAWAY, MAYOR

ATTEST

RAINONE COUGHLIN MINCHELLO, LLC



By: 
David L. Minchello, Esq.

AFFIRMATIVE ACTION STATEMENT

The Contractor here agrees that during the performance of an Agreement with Burlington City, he/she will in all respects comply with Chapter 127 of the Public Laws of 1975 and further state agreement as follows:

Mandatory Affirmative Action Language
Procurement, Professional and Service Contracts
P.L. 1975, c. 127 (N.J.A.C. 17:27)
EXHIBIT 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, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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;

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, sex, affectional or sexual orientation;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor or its subcontractors shall furnish such reports or other document to the Affirmative Action Office 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 Affirmative Action Office or conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

Dated: 2/1/24

Print Name: David L. Minchello, Esq.

Signature: 