

AGREEMENT

This Agreement, entered into this 5th ^{February} day of January 2024, between the Township of Cranford, a municipal corporation of the State of New Jersey, hereinafter called the "Township," having municipal offices located at the Municipal Building, 8 Springfield Avenue, in the Township of Cranford, County of Union, State of New Jersey, and the law firm **Rainone Coughlin Minchello, LLC**, 555 U.S. Highway One South, Suite 440, Iselin, New Jersey, 08830, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the Township advertised for a Request for Qualifications ("RFQ") for labor attorney services through a fair and open process in accordance with N.J.S.A. 19:44-20.4 et seq.; and

WHEREAS, the Contractor submitted a response to the RFQ (the "Contractor's Proposal") on November 6, 2023; and

WHEREAS, the Township determined that the background, experience and qualifications of the Contractor satisfy the criteria set forth in the RFQ; and

WHEREAS, by Resolution No. 2024-03, the Township has awarded a contract to the law firm of **Rainone Coughlin Minchello, LLC** to provide all regular and routine professional services of labor attorney; and

WHEREAS, the Chief Financial Officer has certified to the availability of funds which certification is on file in the office of the Township Clerk; and

WHEREAS, the Township has authorized this written Agreement with the Contractor to provide the aforementioned legal services to the Township in accordance with the compensation set forth herein.

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, it is agreed by and between the parties as follows:

1. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. This Agreement;
- B. Township Resolution No. 2024-03;
- C. Township's RFQ; and
- D. Contractor's Proposal dated November 6, 2023.

In the event that any provision in one of the Contract Documents conflicts with the provisions of another of the Contract Documents, the provisions in the document first listed above shall govern, unless otherwise expressly stated herein.

2. TERM

The term of this Agreement shall be one (1) year commencing on January 1, 2024, and ending on December 31, 2024.

3. SERVICES TO BE RENDERED

The Contractor agrees to provide all reasonable and necessary services for the full and proper provision of legal services in connection with its designation as labor attorney, including the provision all regular and routine activities of labor attorney for the Township. The Contractor declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement and, by the execution hereof, acknowledges that it has carefully

informed itself regarding conditions pertaining to the work to be done. The Contractor shall perform all work under this Agreement in a good, professional and workmanlike manner, in conformity with all responsibilities, demands and ethics of the legal profession. In the event that expert and/or technical reports, studies and/or consultations are deemed necessary by the Contractor to the proper performance of the Contractor's duties hereunder, the Contractor shall obtain such assistance only upon approval of the Township.

4. COMPENSATION

The Contractor is an independent contractor and no individual providing services pursuant to this Contract will be considered an employee of the Township. The Township shall pay, and the Contractor shall accept in payment and in consideration for the performance of the Contractor's regular and routine services pursuant to Section 3 above, total compensation not to exceed Thirty Thousand Dollars (\$30,000.00) during the term of this Contract. Payment to the Contractor is subject to availability of funds and shall not exceed the budgeted amount for said services.

5. PAYMENT

Payment for services rendered by the Contractor shall be due upon presentation of an official voucher with attached itemization of the services rendered, as well as disbursements claimed. It is agreed all vouchers must be accepted by the Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis. The Township represents that it will have sufficient funds available to pay the Contractor for all services rendered by the Contractor and shall pay the Contractor within thirty (30) days of receipt of the Contractor's voucher.

6. MATERIALS

All papers, documents, memoranda, reports and other materials prepared by the Contractor

under this Agreement, at the request of the Township, shall be and remain the property of the Township.

7. AFFIRMATIVE ACTION COMPLIANCE

The Contractor agrees that, during the performance of this Agreement, the Contractor 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. The Contractor further agrees that it shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq. and the regulations promulgated thereunder, the terms and conditions of which are set forth in the documentation attached hereto as **Exhibit A** and expressly made a part hereof. The Contractor shall, within seven (7) days after receipt of notification of intent to award this contract or receipt of the Agreement, whichever is sooner, provide the Township with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

8. INSURANCE

The Contractor shall maintain insurance and deliver certificates of insurance to the Township in professionally reasonable forms and amounts and as otherwise required by the Township Attorney.

9. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, liabilities, damages, costs, losses, expenses, including attorney's fees, fines, penalties, suits, legal proceedings and any order entered therein, which may arise out of or result from the performance of the work under this Agreement, which is caused in whole or in part by the negligence, failure to act, gross negligence or willful misconduct of the

Contractor, any subcontractor, or anyone liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Township or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount of, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. NOTICES

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, addressed as set forth above.

11. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Township and the Contractor and their respective successors, assigns and legal representatives. Neither the Township nor the Contractor shall have the right to assign, transfer, or sublet its interests or obligations hereunder without prior written consent of the other party.

12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted, and the Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no amendment,

modification or addendum hereto shall be effective unless in writing, dated subsequent to the date hereof and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section, and this shall be deemed an essential term of the Agreement.

14. VALIDITY

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

15. GOVERNING LAW AND VENUE

This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.

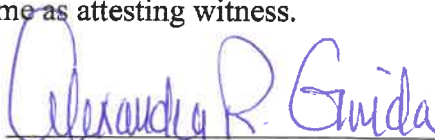
16. COUNTERPARTS

This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any Party executing by facsimile signature shall provide original copies as soon as reasonably practicable.

ACKNOWLEDGEMENT

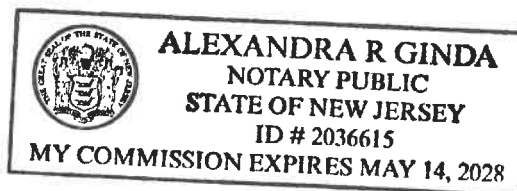
STATE OF NEW JERSEY)
) ss:
COUNTY OF UNION)

BE IT REMEMBERED that on this 5th February day of ~~January~~ 2024, before me, the subscriber, personally appeared Patricia Donahue, who, being duly sworn on her oath, did depose and make proof to my satisfaction that she is the Township Clerk of the Township of Cranford, the municipal corporation named in the within instrument, that Brian Andrews is the Mayor of the Township of Cranford, that the execution as well as the making of this instrument has been duly authorized by the Township Committee; that the seal of said municipal corporation is well known to deponent and that the seal affixed to said instrument is such corporate seal and was thereto affixed to said instrument, signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who, thereupon subscribed her name as attesting witness.



A Notary Public of the State of New Jersey

My Commission Expires on: _____




Suzanne Welsh
Township of Cranford

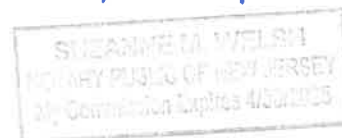


EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor, 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 employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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 or workers' representative 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.

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.

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.

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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.

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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, 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 222.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor(s) 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.**