

PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between the City of Hoboken ("the City"), a Municipal Corporation in the State of New Jersey with an office located at 94 Washington Street, Hoboken, New Jersey and Rainone, Coughlin, Minchello, Attorneys at Law ("Rainone"), with its principal place of business at 555 U.S. Highway One South Suite 440, Iselin, New Jersey 08830.

WHEREAS, pursuant to Hoboken City Council Resolution 24-44 dated January 3, 2024, the City resolved to award a contract to Rainone to serve as Special Legal Counsel- General Litigation (zoning appeals), in the amount of Five Thousand Dollars (\$5,000.00) for a term to expire no later than December 31, 2024; and,

WHEREAS, Rainone will be required to abide by all State "Pay-to-Play" requirements, all Affirmative Action laws, and all other laws and regulations relating to public contractors, the Open Public Records Act and the Local Public Contract Law; and,

WHEREAS, said service is a professional service, as defined by N.J.S.A. 40A:11-1 et seq., and as such is exempt from public bidding requirements, but is subject to the Pay to Play laws of the State of New Jersey.

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

1. Contract Documents. The following documents are hereby incorporated by reference into this Agreement:
 - a. RFP 23-17 seeking Special Legal Counsel, and Rainone's responsive proposal; and,
 - b. City Council Resolution 24-44 dated January 3, 2024; and,
 - c. Affirmative Action Compliance Forms.
2. Scope of Work. Rainone agrees to provide the City with services as Special Legal Counsel- General Litigation, specifically, zoning appeals, in accordance with 1(a)-(c) above, with a term to expire December 31, 2024, in the not to exceed amount of Five Thousand Dollars (\$5,000.00).
3. Conflicts. Rainone agrees to strictly comply with all the terms and conditions set forth in: (1) this Agreement; (2) City Council Resolution 24-44 dated January 3, 2024; (3) RFP 23-17; and, (4) Rainone's proposal in response to RFP 23-17, in that order, with the terms thereof being subject to the item listed beforehand and being repealed if inconsistent with the item listed beforehand.
4. Contract Sum. In consideration of Rainone faithfully complying with all the terms and conditions of this agreement to render said services, the City agrees to compensate Rainone in an amount not to exceed Five Thousand Dollars (\$5,000.00) to be paid at a rate of \$175 per hour for partners and \$150 per hour for associates.

5. Assignment. This Agreement may not be assigned by Rainone without the prior written consent of the City of Hoboken.
6. Detailed Monthly Invoices. Rainone shall provide the City with detailed monthly invoices. If Rainone is awarded a contract for any other matter, the two matters and all billings thereunder shall be clearly distinguished on any invoices served on the City. Rainone shall be required to advise Corporation Counsel immediately with written notice when 80% of the not to exceed amount has been invoiced, or \$4,000.00.
7. Non-Appropriation Clause. Any requests for an increase in the not to exceed amount is in the City's sole discretion and is subject to the City's ability to appropriate sufficient funds. The City shall not be held liable for costs incurred above the not to exceed amount, except as provided herein.
8. Costs above the Not to Exceed Amount. It shall be Rainone's obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount.
9. Submission of Invoices. **The parties agree that submission of invoices by Contractor in accordance with this Agreement is the sole responsibility of Contractor. Contractor is required to bill the City for services rendered on a monthly or more frequent basis. Any invoice for services rendered under this Agreement that is received more than 90 days after the services are rendered will not be considered. Contractor acknowledges that, due to the City's budgeting, appropriation, and fiscal affairs procedures, any invoices not submitted within ninety (90) days of services rendered will not be paid by the City, and the sums therein shall not be sought at law or in equity.**

I acknowledge that I have read and understand the above paragraph.

Initials: DUM

10. OPRA. Rainone hereby agrees to become knowledgeable and cognizant of the OPRA laws relating to the interaction between attorney client privilege, confidentiality, and invoices, and to provide invoices which do not violate OPRA or require additional redactions prior to release by the City under OPRA. Should Rainone fail and/or refuse to provide appropriate invoices as required hereunder, Rainone shall be required to do any and all redaction of invoice which become necessary at their sole cost and expense and hold the City harmless from any OPRA claims associated therewith.
11. Contract Term/Termination. The term of this contract shall expire no later than December 31, 2024. No minimum payment is implied or guaranteed. The City may cancel this Agreement at any time, and Rainone shall only be paid for the work completed. Rainone may terminate this contract in accordance with the New Jersey Rules of Professional Conduct.

12. Waiver. Any single incident of waiver in the terms of this agreement shall not constitute a general or full waiver, and such waiver shall not be utilized to evidence waiver in any other instance relating to this Agreement, or any other agreement between the parties.
13. Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.
14. Compliance. Rainone shall comply with the requirements of N.J.A.C. 17:27 et seq. regarding Affirmative Action (see attached Addendum A), regarding Equal Employment Opportunity, and regarding City of Hoboken's "Public Contracting Reform Ordinance." Rainone will execute any and all forms and provide any and all documents required to ensure compliance with these requirements.
15. Record Retention and Availability. Rainone covenants to retain all records relating hereto for the period required by law, according to the rules and regulations established by the New Jersey Division of Archives and Record Management. With prior written approval of the City Clerk and Corporation Counsel, Rainone may forward all records to the City for archiving and maintenance when said records are no longer needed by Rainone, and Rainone shall at all times, and within the time limits set out under New Jersey's Open Public Records Act make any and all documents relating to representation available to the City. Should any documents requested by the City for purposes of OPRA and/or FOIA be exempt and/or subject to privilege, Rainone covenants to forward a privilege/exemption log to the City in place of those documents. Rainone shall maintain all documentation related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request in accordance with N.J.A.C. 17:44-2.2.
16. Third Party Beneficiaries. No third-party beneficiaries are intended or implied. Any subcontractors utilized by Rainone are the sole responsibility of Rainone.

The remainder of this agreement is intentionally left blank

~~IN WITNESS WHEREOF~~, the parties have executed this Agreement on this 12th
day of February, 2024.

ATTEST:

Alexandra R. Guidici

ATTEST:

2-27-24

JJ S
James J. Farina, City Clerk

Rainone

By:

David L. Minichello, Esq.
The City of Hoboken

By:

Ravinder S. Bhalla
Ravinder S. Bhalla, Mayor

The aforementioned Agreement has been reviewed and approved as to form.

Brian Aloia
Brian Aloia, Esq.
Corporation Counsel

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 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.

In conforming with the applicable 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Rainone hereby certifies that it has reviewed Addendum A and that it has not taken any actions in violation of the requirements within one calendar year immediately preceding the date of this Agreement.

Rainone further certifies that it is aware of and will comply with its continuing duty to prevent and/or mitigate any conduct which may occur during the negotiation, proposal process or the completion of the performance or specified time-period of this Agreement.

ATTEST:

A handwritten signature in blue ink, appearing to read "Jessica Phalen", written over a horizontal line.

Rainone

By:


A handwritten signature in blue ink, appearing to read "David L. Minchello", written over a horizontal line.
David L. Minchello, Esq.

Certification 57133

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2017** to **15-SEP-2024**

RAINONE COUGHLIN MINCHELLO, LLC
1 WOODBRIDGE CENTER
WOODBRIDGE NJ 07095



Ford M. Scudder
FORD M. SCUDDER
State Treasurer