

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of **January** of 2024, by and between the **BOROUGH OF SOMERVILLE**, a Body Politic of the State of New Jersey, having its principal place of business at the Somerville Borough Hall, 25 West End Avenue, Somerville, New Jersey 08876 hereinafter referred to as **BOROUGH** and Rainone Coughlin Minchello Attorneys at Law, having its principal place of business at 555 US Route One South, Suite 440, Iselin NJ 08830 hereinafter referred to as **CONTRACTOR**.

WITNESSTH:

That the parties hereto agree as follows:

1. The **BOROUGH** has retained the services Rainone Coughlin Minchello Attorneys at Law, to provide legal services to serve as **Labor Counsel and Legal Counsel for Investigative Matters**.
2. The **CONTRACTOR** and the Borough have agreed to the proposal dated of November 17, 2023 to provide Professional Legal Services for Labor Counsel and Legal Counsel for Investigative Matters.
3. In consideration of said **CONTRACTOR** furnishing the aforementioned services, **BOROUGH** shall pay unto **CONTRACTOR** the appropriate fees as defined in the proposal dated November 17, 2023.
4. The **CONTRACTOR** shall submit detailed invoices to the Clerk/Administrator to the Borough, **Kevin Sluka for payment**.
5. The duration of this contract is for 12 months; however the Borough of Somerville shall have a right to cancel the contract with a 30 day notice.

6. The **CONTRACTOR** shall provide, at its own cost and expense, the insurance to the **BOROUGH OF SOMERVILLE**:

- (a) Professional liability in the amount of \$1,000,000 per occurrences as a minimum.
- (b) Workers' Compensation Statutory - in compliance with the Compensation Law of the State of New Jersey. Employer's Liability:
- (c) General Liability:
 - Bodily Injury and Property Damage Liability each occurrence: \$1,000,000.
 - General Aggregate: \$2,000,000.
 - Products and Completed Operations Aggregate: \$1,000,000.
 - Personal Injury and Advertising Injury: \$1,000,000.
 - Fire Legal Liability: \$50,000.
 - Medical Expense Any One Person: \$5,000.
- (d) Automobile Liability:
 - Bodily Injury and Property Damage Combined Single Limit: \$1,000,000.
 - Uninsured and Underinsured Motorist Coverage: \$1,000,000.
 - Hired and Non-Owned Automobile: \$1,000,000.
- (e) Errors and Omissions: \$1,000,000 each claim/\$1,000,000 annual aggregate.

Proof of the above coverage shall be provided to the Administrator within fifteen days of the date hereof, in absence of which the **BOROUGH OF SOMERVILLE** may terminate this agreement. The insurance companies for the above coverage must be licensed, authorized to transact business in

New Jersey and carry an A.M. Best rating of "A" or better. The **CONTRACTOR** shall not take any action to cancel or materially change any of the above insurance required under this agreement without **BOROUGH OF SOMERVILLE** approval. Maintenance of the insurance required shall not relieve the **CONTRACTOR** of any liability for claims against it in excess of or beyond the insurance coverage.

7. Indemnification and Hold Harmless. The Service Provider shall indemnify and hold the **BOROUGH OF SOMERVILLE**, its Governing Body and appointed officials and member local units harmless from any and all claims or liabilities arising out of the activities of the **CONTRACTOR**, its employees and agents in connection with all activities undertaken by the **CONTRACTOR**, pursuant to this Contract. It is the intention of the parties that any claim for relief of any type being asserted against the **BOROUGH OF SOMERVILLE**, its Governing Body, appointed officials and member local unit, based in whole or in part upon any act or omission of the **CONTRACTOR**, its affiliates and successors, shall be the responsibility of the Service Provider, and the **CONTRACTOR** shall hold the **BOROUGH OF SOMERVILLE**, its Governing Body, appointed officials and member local units harmless from same.
8. The **CONTRACT** was awarded in pursuant to the Non Fair and Open Process in accordance with N.J.S.A.40A:11-5(1)(a)(i) et seq. Therefore, the **CONTRACTOR** shall remain in compliance with all state pay-to-play laws.

9. The **CONTRACTOR** must maintain all the requirements set forth in the Non Fair & Open process in full (Business Registration, insurance and Affirmative Action). If the **CONTRACTOR** has any professional conflicts with any member of the Borough Council the **CONTRACTOR** shall notify the Borough immediately.
10. The fee to the **CONTRACTOR** shall be as stated in cost proposal.
11. Both parties retain the right to terminate this Agreement at any time, provided 30 days written notice is given of the intention to do so.

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



Kevin Sluka, RMC
Borough of Somerville



Brian G. Gallagher, Mayor



Alexandra R. Giorda
Witness



Rainone Coughlin Minchello
Attorneys at Law
Louis N. Rainone
Esquire

RESOLUTION 24-0101-021

AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR LABOR COUNSEL AND LEGAL COUNSEL FOR INVESTIGATIVE MATTERS-RAINONE COUGHLIN MINCHELLO ATTORNEYS AT LAW

WHEREAS, the Borough of Somerville requires professional legal services to serve as Labor Counsel to consult the Borough as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7 as appropriate and the Borough of Somerville ordinance regulating pay to play; and

WHEREAS, the Borough Administrator has determined and certified in writing by copy of this Resolution that the value of the contract will exceed \$17,500; and

WHEREAS, the firm of Rainone Coughlin Minchello Attorneys At Law submitted a proposal that exhibited a familiarity with the Borough of Somerville, experience with municipalities within the County, public clients of similar size, projects of similar size, and an hourly rate acceptable to the Borough; and

WHEREAS, the Borough of Somerville has utilized the firm of Rainone Coughlin Minchello Attorneys at Law in the past and found their work to be satisfactory; and

WHEREAS, the firm of Rainone Coughlin Minchello Attorneys At Law has submitted a proposal along with Political Contribution Disclosure and Business Entity Disclosure fulfilling the requirements to enable the firm of Rainone Coughlin Minchello Attorneys At Law to provide such services; and

WHEREAS, the firm of Rainone Coughlin Minchello Attorneys At Law shall serve as Special Legal Counsel for investigative matters and Labor Counsel in accordance with their proposal dated November 17, 2023 for a period one year.

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Somerville, County of Somerset, State of New Jersey as follows:

1. A professional services contract with Rainone Coughlin Minchello Attorneys at Law, 555 US Highway One South, Suite 440, Iselin, New Jersey 08830 is hereby authorized.
2. The Mayor and Clerk are authorized to sign a contract with Rainone Coughlin Minchello Attorneys at Law, 555 US Highway One South, Suite 440, Iselin, New Jersey 8830 in accordance with the following terms and conditions:

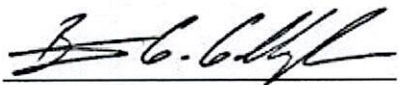
A. Term:	A period of not to exceed 12 months or for length of project
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B. Rate: \$165 hourly for the services of all attorneys, as per proposal dated November 17, 2023
Total amount should not exceed \$50,000

C. Services: The firm shall provide professional Labor Counsel and Legal Counsel for Investigative Matters

3. The Borough Clerk in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i), is directed to publish a notice once in the Official Newspaper stating the nature, duration, service and amount of this contract.
4. The Borough Clerk shall make copies of this resolution available for public inspection at the Municipal Building, 25 West End Avenue, Somerville, NJ during regular business hours.

Adopted by Borough Council on January 1, 2024


Mayor


Clerk/Administrator

I, Kevin Sluka, Borough Clerk of the Borough of Somerville, County of Somerset, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the Borough Council on January 1, 2024.


Kevin Sluka, Clerk/Administrator

I, Paige T. Elster, Chief Financial Officer of the Borough of Somerville, County of Somerset, State of New Jersey, hereby certify that funds will be encumbered in the labor counsel contracting line item in the 2024 Current Fund Budget.


Paige Elster, Chief Financial Officer