



RAINONE
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MINCHELLO
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February 28, 2024

Via Regular Mail

Township of Toms River
P.O. Box 728
Toms River, NJ 08754
Attn: Mike Cruoglio, RCM, Township Clerk

RE: Fully Executed Contract – 2024 Pool General Legal and Litigation Services

Dear Mr. Cruoglio:

Enclosed please find one (1) fully executed contract and required documents relative to the above-captioned matters. Should you have any further questions in this regard, please contact the office directly.

Thank you.

Very truly yours,

RAINONE COUGHLIN MINCHELLO

By: Alexandra R. Ginda
Alexandra R. Ginda
Assistant Office Manager

Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated the 15th day of February, 2024,

Term of Contract: Commencing February 15, 2024 up to and including December 31, 2024.

2. Attorney shall perform all legal services as determined and authorized by the Township Council or the Township Attorney in accordance with the terms of this Agreement.

3. Any other extraordinary legal services as determined and authorized by the Township Council or Township Attorney and which could not be anticipated at the time of this Agreement, shall be charged at the rates above stated and shall not exceed the amount appropriated for said purposes by the Township Council.

4. In addition to legal fees, the Township shall pay for the following costs and expenses; Expert's fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services, photocopying charges, telephone costs and postage.

5. Attorney shall provide quarterly status reports to the Township Attorney.

6. Attorney shall provide their billing statements to the Township Attorney by the 10th of each month.

7. Attorney shall submit bills to the Township on a monthly basis, from the 1st through the 31st of each month.

8. The Township may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to Attorney.

9. Mandatory Equal Employment Opportunity Language, Exhibit A, is attached hereto, and made a part of this Agreement.

10. Attorney shall submit either (1) a photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of issuance), or, (2) a photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:217-1.1 et seq., of (3) a photocopy of an Initial Employee Information Report (Form AA-302) provided by the Division of Public Contracts Equal Employment Opportunity Compliance and distributed to the Township of Toms River to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq., prior to any payments being made under this contract.

11. The Township of Toms River and Attorney for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

12. This Agreement identified above constitutes the entire Agreement between Township and Attorney and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

13. Neither the Township nor Attorney shall assign, sublet or transfer its interest in this agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

TOWNSHIP OF TOMS RIVER

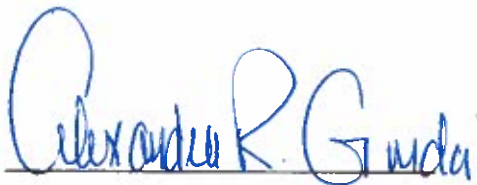

MICHAEL CRUOGLIO
TOWNSHIP CLERK

By:


DANIEL T. RODRICK
MAYOR

WITNESS:

**LAW FIRM OF RAINONE,
COUGHLIN, MINCHELLO**



By:



Agree- RAINONE 2024 Pool Gen Leg & Lit

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, race, 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 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, 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.

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 AA332

The contractor and its subcontractors shall furnish such records 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.

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 FEB 2024 to 15 FEB 2024

RAINONE COUGHLIN MINCHELL, LLC
1 WOODBRIDGE CENTER
WOODBRIDGE NJ 07095



Ford M. Scudder
FORD M. SCUDDER
State Treasurer