



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

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Harlynn A. Lack*
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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 Redevelopment Legal Counsel Services

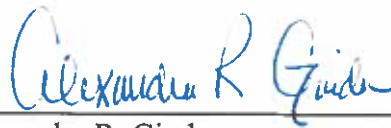
Dear Mr. Cruoglio:

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
Assistant Office Manager

Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

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

**BETWEEN: TOWNSHIP OF TOMS RIVER,
a municipal corporation of the State of New Jersey,
Town Hall
33 Washington Street
Toms River, New Jersey 08753,
(hereinafter referred to as "TOWNSHIP"),**

**AND: LOUIS N. RAINONE, ESQ.
OF THE FIRM OF RAINONE, COUGHLIN, MINCHELLO, LLC
555 U.S.Highway One South
Suite 440
Iselin, NJ 08830
(hereinafter referred to as "ATTORNEYS")**

WHEREAS, resolution of the Township Council dated February 14, 2024, authorized a professional service contract for Redevelopment Legal Counsel Services for the Township of Toms River to the law firm of Rainone, Coughlin, Minchello LLC, at the rate of \$195.00 per hour for partners, for a total maximum amount not to exceed \$70,000.00 for CY24, for the term commencing February 15, 2024 up to and including December 31, 2024, subject to the execution of a contract, the availability of funds, and the adoption of the CY24 budget; and

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for professional legal services;

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Attorneys are hereby retained for Redevelopment Legal Counsel Services to advise, consult and represent the Township with regard to the Local Redevelopment and Housing Law, at the rate of \$195.00 per hour for partners, for a total amount not to exceed \$70,000.00 for CY24, and in accordance with Proposal dated November 8, 2023, a copy of which is on file in the Purchasing Division, for the term commencing February 15, 2024 up to and including December 31, 2024, subject to the execution of a contract, the availability of funds, and the adoption of the CY24 budget. The total amount charged by Attorneys shall not exceed the

amount authorized by resolution of the Township Council and as certified as available by the Certified Financial Officer for the Township for the year 2024, as amended and supplemented.

2. Attorneys 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. Services billed shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, preparation of resolutions, preparation of contracts, negotiations, meetings, hearings, litigation and any other services rendered on behalf of the Township. Any additional charges not included above must be so noted and must accompany this submission.

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

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

7. Attorneys 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. Attorneys 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., or (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.

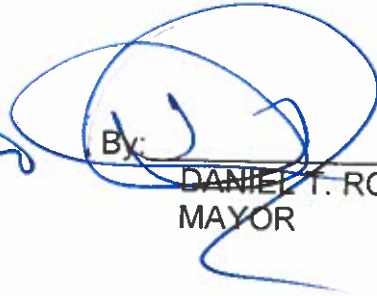
11. The Township of Toms River and Attorney for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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
MUNICIPAL CLERK

By: 
DANIEL T. RODRICK
MAYOR

WITNESS:

LOUIS N. RAINONE, ESQ. OF THE
FIRM OF RAINONE, COUGHLIN,
MINCHELLO, LLC


Alexander R. Ginder

By: 

2024 Agree Rainone Redevelopment

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, 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, 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

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 - 2017 to 15 - FEB - 2024



RAINONE COUGHLIN MINCHELLO, LLC
1 WOODBRIDGE CENTER
WOODBRIDGE NJ 07095

Ford M. Scudder
FORD M. SCUDDER
State Treasurer