

THIS CONTRACT, entered into this 16th day of January, 2024

BY AND BETWEEN

THE TOWN OF MORRISTOWN, a Municipal Corporation of the State of New Jersey, with offices located at 200 South Street, Morristown, New Jersey 07963 (hereinafter "Morristown");

- and -

THE FIRM OF RAINONE, COUGHLIN, MINCHELLO an Attorney at Law of the State of New Jersey with offices located at 555 U.S. Highway One South, Suite 440, Iselin, New Jersey 08830 (hereinafter collectively referred to as the "Municipal Attorney");

WITNESSETH:

WHEREAS, Morristown requires certain legal services of a firm to serve as Town Attorney for the Town of Morristown (hereinafter collectively referred to as the "Municipal Attorney"); and

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. All of the above recitals are incorporated by this reference and made a part hereof as though fully set forth at length herein.
2. This Contract shall constitute a Contract for Professional Services between the parties hereto.
3. **SCOPE OF SERVICES.** The Municipal Attorney agrees to perform all of the necessary Legal Services as required for Morristown and the Municipal Attorney shall do, perform and carry out such Legal Services in a satisfactory and proper manner. To the extent the Municipal Attorney or any attorney in his firm performs the Legal Services or other assigned and authorized activities as an attorney at law on behalf of Morristown, the Municipal Attorney's services or those of attorneys in his firm shall be deemed to be those of independent professional contractors under this Professional Services Contract with Morristown.

4. **COMPENSATION.** The Municipal Attorney shall be compensated as follows: attorney at the firm shall be paid an hourly rate of One Hundred and Fifty Dollars (\$150.00) for legal services by attorneys and an hourly rate of One Hundred Dollars (\$100.00) for services performed by a paralegal or a law clerk; and

5. **TIME AND PERFORMANCE.** Services of the Municipal Attorney under this Contract shall be performed for the period commencing January 1, 2024 and ending December 31, 2024. This Contract, however, shall be reviewed annually by Morristown Council and modified to conform to the annual budget and such other changes as are agreed upon.

The billing for payment under this Contract shall be by the submission of monthly invoices detailing specifically the hours of services rendered and a detailed description of the Legal Services performed. Payment shall be in accordance with the and approved vouchers.

6. **PART II - TERMS AND CONDITIONS INCORPORATED HEREIN.** Part II, Terms and Conditions, attached hereto and made a part hereof, is incorporated into and made part of this Contract, except to the extent inconsistent with the terms and provisions herein, or any Morristown Ordinance, or any law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the date first above written.

ATTEST:

TOWN OF MORRISTOWN, a Municipal
Corporate of the State of New Jersey


MARGOT KAYE, MUNICIPAL CLERK

By: 
TIMOTHY P. DOUGHERTY, MAYOR

WITNESS:




RAINONE COUGHLIN MINCHELLO
ATTORNEYS AT LAW
David L. Minchello, Esq.

TOWN OF MORRISTOWN
CONTRACT FOR PROFESSIONAL SERVICES
PART II
TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT.

Notwithstanding the term of this contract or any other provisions, Morristown may terminate this contract at any time by a notice in writing from Morristown to the Municipal Attorney (hereinafter sometimes referred to as the "Consultant"). Termination may be for cause or for the convenience of Morristown. No reason for termination is required or need be cited by Morristown, which reserves the right and option to terminate this Contract at any time. In the event of termination, all unfinished or finished documents, data, studies, legal research, files and reports prepared by the consultant under this contract or prior contracts for the same or similar services to Morristown, shall, at the option of Morristown, become its property and shall be delivered to Morristown, become its property and shall be delivered to Morristown upon its request. Subsequent to the delivery of the foregoing, the Consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed by the Consultant at the rate and to the maximum amount specified in Part I of this Contract. Notwithstanding the above, the Consultant shall not be relieved of liability to Morristown by virtue of any breach of the contract by the Consultant for the purpose of set off until such time as the exact amount of damages or other losses due Morristown from the Consultant is determined. The Consultant shall have no right to retain or withhold any documents, data, studies, reports, etc., prepared by the Consultant for or on behalf of Morristown, regardless of whether payment has been made therefor, and the Consultant waives any lien she may have to the same. The Consultant's rights and claims shall be limited to monetary compensation as specified in this Contract.

2. CHANGES AND AMENDMENTS.

Morristown may, from time to time, request changes or amendments in the scope of the services of the Consultant to be performed hereunder. Such changes or amendments, including changes in the amount of the Consultant's compensation, which are mutually agreed upon by and between Morristown and the Consultant, shall be incorporated into written amendments to this Contract and submitted to Morristown for approval. No change or amendment which enlarges the scope of the services or changes the amount of the Consultant's compensation shall be valid or binding upon Morristown until duly authorized by formal action of the governing body.

3. PERSONNEL.

Consultant represents that she has or will secure at her own expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with Morristown. All services required hereunder will be performed by the Consultant or under her supervision. All trials, hearings and appearances, in the case of attorneys, shall be performed by the named Consultant unless otherwise authorized by the Municipal Attorney.

4. CLAIMS AND DISPUTES PERTAINING TO COMPENSATION OR RATES.

Claims or disputes pertaining to rates or other compensation for the Consultant or any of her employees performing work under this Contract shall not delay or affect the continued performance of the Consultant hereunder. All or portions of payments requested in vouchers submitted by Consultant may be withheld by Morristown, without liability and without affecting the progress of the work hereunder, until the claim or dispute has been satisfactorily resolved.

5. COMPLIANCE WITH THE LAWS.

Consultant shall comply with all applicable laws, ordinances and codes of the State and all other governmental agencies having jurisdiction and shall and does hereby agree to forever defend Morristown with respect to full compliance therewith.

6. INSURANCE.

Consultant will carry all statutory workers compensation insurance for her employees and will provide professional liability insurance with a minimum aggregate limit of \$250,000.00. If requested, the Consultant shall deliver certificates of insurance, satisfactory in form and content to Morristown, forthwith.

7. PERSONAL SERVICE CONTRACT.

This is a personal service contract with the Consultant and she may not assign, sublet or transfer this Contract, nor any interest herein, nor any of the services required to be performed hereby, without the written consent of Morristown.

8. DIRECTIONS AND AUTHORIZATION.

All work hereunder shall be performed at the direction of and under the supervision of the director of the department of the municipality for which the services are being performed. The Municipal Attorney services shall be in accordance with her responsibilities under the Town Code, this Contract and applicable law. In addition, the Consultant agrees to accept direction only from the Business Administrator, the Mayor, Town Attorney, or by formal action of the governing body; performing services at the request of any other agency, official, or employee shall constitute a violation of this Contract and shall not in any way bind Morristown.

9. ORAL MODIFICATION.

This Contract may not be modified or changed orally.

10. AFFIRMATIVE ACTION.

The Consultant agrees to submit within seven (7) days of this contract one of the following:

- A. A photocopy of its Federal Letter of Affirmative Action Plan Approval, or
- B. A photocopy of its Certificate of Employees Information Report, or
- C. A completed Affirmative Action Employee Information Report (AA 392).

The Consultant further agrees to comply with the mandatory requirements set forth in Exhibit "A" attached hereto and made a part hereof.

ATTEST:

**TOWN OF MORRISTOWN, a Municipal
Corporation of the State of New Jersey**


Margot Kaye, Municipal Clerk

By: 
Timothy P. Dougherty, Mayor

WITNESS:




RAINONE COUGHLIN MINCHELLO
ATTORNEYS AT LAW
David L. Minchello, Esq.

EXHIBIT "A"

P.L. 1975, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this Contract, the Contractor agrees as follows:

The Municipal Attorney (hereinafter sometimes referred to as "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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative or 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual

orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as maybe 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 Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17: 27)**