



COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL

Bruce H. Bergen, Esq., County Counsel

February 14, 2024

Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, NJ 08830

BOARD OF COUNTY COMMISSIONERS

KIMBERLY PALMIERI-MOUEDE
Chairwoman

LOURDES LEON
Vice-Chairwoman

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County Manager

AMY CRISP WAGNER
Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

Re: **Professional Services**
Resolution No. 2024-24 dated January 4, 2024
Department: Administrative Services

Dear Sir/Madam:

Enclosed herewith please find your copy of the fully executed
Agreements relative to the above referenced matter.

Thank you.

Very truly yours,

TRACI A. PIZZI
Administrative Researcher

TP/
Enclosure

cc: Clerk of the Board
County Counsel (via PDF)
Administrative Services

ADMINISTRATION BUILDING

Elizabethtown Plaza

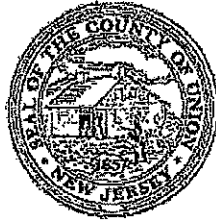
Elizabeth, NJ 07207

(908)527-4250

fax(908)289-4230

www.ucnj.org

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Law
SVC
Traci

UNION COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION: 2024-24

JANUARY 4, 2024

CHAIRWOMAN KIMBERLY PALMIERI-MOUDON

WHEREAS, there exists a need for specialized legal services to represent the County of Union in connection with personnel matters for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20 *et seq.*, this Board determined to implement a "fair and open process" for the procurement of such services; and

WHEREAS, by way of Resolution No. 2024- 21 , dated January 4, 2024, the Union County Board of County Commissioners approved a qualified list of Labor and Personnel Counsel for the Year 2024 solicited through a Request for Qualifications process, in which Rainone Coughlin Minchello, LLC, is listed; and

WHEREAS, Rainone Coughlin Minchello, LLC, 555 U.S. Highway One South, Suite 440, Iselin, NJ 08830 has agreed to provide the necessary services as outlined above in the amount of not to exceed \$30,000.00; and

WHEREAS, the Local Public Contracts Law requires that a resolution authorizing the awarding of a contract for professional services "without competitive bidding" must be passed by the governing body and shall be advertised and be available for inspection by members of the public; and

WHEREAS, this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because the services to be provided are in the field of law requiring considerable training and specialized study;

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of County Commissioners that the County Manager is hereby authorized to enter into a contract with Rainone Coughlin Minchello, LLC, Iselin, NJ, pursuant to a fair and open process, to provide legal services to represent the County in connection with personnel matters for the period of January 1, 2024 through December 31, 2024 in the amount of not to exceed \$30,000.00 which shall be charged to Account Number 4-01-20-702-350-321; and

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute said contract, upon approval by the County Counsel's Office, for the aforesaid services; and

BE IT FURTHER RESOLVED that notice of this Resolution be published according to law.

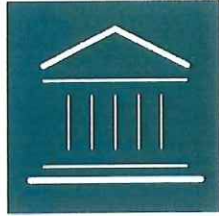
Subject to Inclusion in the Budget 2024 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

✓ Vote Record - Resolution RES-2024-24		Yes/Aye	No/Nay	Abstain	Absent
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn	James Baker Jr.	☒	☐	☐	☐
	Joseph C. Bedek	☒	☐	☐	☐
	Michelle S. DeSanti	☒	☐	☐	☐
	Sequoia Guarnido	☒	☐	☐	☐
	Renee Jean Kowalski	☒	☐	☐	☐
	Alexander Muehle	☒	☐	☐	☐
	Rebecca Lynne Williams	☒	☐	☐	☐
	Leonard M. Leon	☒	☐	☐	☐
	Kimberly Palmieri-Moudon	☒	☐	☐	☐



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

UNION COUNTY COUNSEL
RECEIVED
FEB 02 2024
ADMINISTRATION BUILDING
ELIZABETH, NJ

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Matthew R. Tavares*
Sapana Shah*Δ
Michael R. Burns †
Christopher D. Zingaro
John P. Harrington

Edward P. Ruane
Thomas Schoendorf
Frank J. Dyevoich*
Lonnie J. Hinton, Jr.,
Harlynn A. Lack*
Aaron L. Rainone
Michael M. Wuest
Scott A. Aitken, Jr.

* Also admitted in New York
Δ Also admitted in DC
† Also admitted in Pennsylvania
AGinda@NJRCMLAW.com

January 26, 2024

Via Regular Mail

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Attn: Traci Pizzi, Administrative Researcher for Bruce H. Bergen, Esq.

RE: Partially Executed Contracts: Resolution No. 2024-24

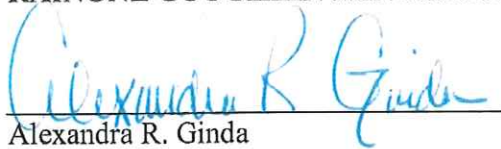
Dear Ms. Pizzi:

Enclosed please find two (2) partially executed contracts and required documents relative to the above-captioned matters. Kindly return a fully executed copy to my attention for our firm's records. 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

555 U.S. Highway One South
Suite 440
Iselin, New Jersey 08830

Tel: (732) 709-4182
Fax: (732) 791-1555
www.njrcmlaw.com

A G R E E M E N T

THIS AGREEMENT made and entered into this Feb 13, 2024, by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of business at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey, 07207, hereinafter referred to as **County** and Rainone Coughlin Minchello, LLC having its principal place of business at 555 U.S. Highway One South, Suite 440, Iselin, NJ 08830, hereinafter referred to as **Vendor**.

WITNESSETH that the **County** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SCOPE OF WORK

The **County** shall enter into an Agreement with **Vendor** for the sum not to exceed \$30,000.00 and **Vendor** shall furnish all of the services and where applicable, all material, equipment and supplies and perform all of the labor, in a good and workmanlike manner, in accordance with the Agreement, further provide specialized legal services to represent the County of Union in connection with personnel matters in accordance with the **County's** Request for Qualifications ("RFQ") approved on January 4, 2024 and the **Vendor's** proposal submitted. **Vendor** shall do everything required by such contract documents.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement.

2. DATES OF AGREEMENT

This Agreement shall commence on January 1, 2024 and terminate on December 31, 2024.

3. CONFIDENTIALITY OF DOCUMENTS

All data and documentation arising out of the performance of this Agreement are the property of the **County**. Any data or documentation whose premature disclosure would be detrimental to the **County** shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act or applicable law.

4. INSURANCE

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, employees, and volunteers are to be covered as additional insureds.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (nonowned), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work).

3. **Workers' Compensation**: Insurance as required by the State of New Jersey, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if Consultant has employees).

4. **Sexual Abuse or Molestation (SAM) Liability**: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than

\$1,000,000 per occurrence or claim.

5. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage - For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Union, its officers, officials, employees, and volunteers.

Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Union.

Verification of Coverage - Consultant shall furnish the County of Union with Certificates of Insurance before work begins.

Claims Made Policies - If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
- If coverage is cancelled or non-renewed, and not replaced with another claims Made policy form with a retroactive date prior to the contract effective, or start of work date, the Consultant must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Union is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances - County of Union reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

THIS LANGUAGE MUST BE ADDED TO THE CERTIFICATE OF INSURANCE IN THE DESCRIPTION BOX:

The County of Union, its officers, officials, employees, and volunteers are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as respects to the County of Union, its officers, official, employees and volunteers.

5. INDEMNIFICATION

The **Vendor's** liability to the **County** and its employees in third party suits shall be as follows:

a. Indemnification for Third Party Claims – The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and hold harmless the **County**, its Board of County Commissioners, employees, contractors, agents, volunteers from and against any and all claims (including attorney's fees), demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work, services, and/or materials supplied under this Agreement.

b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the negligent actions, activities or omissions or willful misconduct of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work or services as outlined in this Agreement.

c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

6. **INDEPENDENT CONTRACTOR STATUS**

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of this Agreement, independent contractors and not employees of the **County**. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of this Agreement, be entitled to any benefit to which **County** employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

7. **TERMINATION OF AGREEMENT FOR CAUSE**

The **County** may, by written notice of default to the **Vendor**, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the **Vendor** does not cure such default within a period of ten (10) days (or such longer periods as the **County** may authorize in writing) after providing notice to the **Vendor** specifying such failure:

- a. If the **Vendor** refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in this Agreement;
- b. If the **Vendor** disregards laws, ordinances, rules, regulations or orders;
- c. If the **Vendor** fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- d. If the **Vendor** files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects

the rights, affairs or property of the **County**.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **County**, become the **County's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

8. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the **County**. In no event, however, shall the **Vendor** be paid for loss of anticipated profits or consequential damages.

In the event this Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **County**, become the **County's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

9. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department.

Change Orders shall comply with N.J.A.C. 5:30-11 titled Change Orders and Open-End Agreements and subsequent articles of the New Jersey Administrative Code.

10. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance, is

held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **County** for damages sustained by the **County** by virtue of any breach of this Agreement.

11. PAYMENT

The **County** shall pay this **Vendor** for the work specified by the Agreement a sum not to exceed \$30,000.00. Unless otherwise stated in the scope of work, payment requests shall be submitted to the respective County Department every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and provide the necessary documentation of same.

Payment to the **Vendor** is to be made within forty-five (45) days after the receipt of **Vendor's** invoice and a properly executed **County** voucher.

12. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the **County** solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, pandemic, or other public health emergencies, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to

perform must be beyond the control and without fault or negligence of either the **Vendor** or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

13. DISCRIMINATION

This **Vendor** acknowledges that he has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

14. AMERICANS WITH DISABILITIES ACT. - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

If applicable, the Contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below:

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and County of Union (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is

rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Contract. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

15. AFFIRMATIVE ACTION

(REVISED 01/2022)

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and 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 targeted 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

16. BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County is prohibited from entering into a contract with an entity unless the Vendor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the County with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the **County** prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the County a list of subcontractors and their addresses that may be updated from time to time.

3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the County a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00.00 for each proof of business registration not properly provided under a contract with a contracting agency.

17. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq.; N.J.S.A. 24:10-57.1 and N.J.S.A. 57.2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A 52:33-1, together with any amendment or supplement thereto, be applicable to this Agreement and should said statute not be complied with, then this Agreement shall be voidable at the option of the **County**.

18. OPEN PUBLIC RECORDS ACT

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), all contract documents and reports prepared by Vendor and delivered to the **County** will become the property of the **County**. As such, **Vendor's** contract documents will be considered public information and will be available for review by individuals or agencies who request same from the **County** unless prior

Vendor affirmatively alleges an exception to OPRA applies. Prior to the execution of this Agreement, **Vendor** shall advised the **County** in writing if any of **Vendor's** contract documents or portions thereof are considered confidential and same shall be marked as such. In the event, a request is made under OPRA, **Vendor** shall be responsible to defend its position in the appropriate agency or court and **Vendor** shall indemnify, defend and hold the **County** harmless against any claims whatsoever, if the **County** denies access to such contract documents based on **Vendor's** request.

19. INSPECTIONS AND RECORDS

The **Vendor** shall maintain accounting records in a manner so as to enable the **County** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **County** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **County** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **County** may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, the **Vendor** shall maintain all documentation related to products, transactions or services under this Agreement 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 or the **County** upon request.

If requested, the **Vendor** shall deliver to the **County** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is

defined as original work papers, notes and drafts prepared by the **Vendor** and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

20. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

COUNTY OF UNION:

County of Union
Office of the County Counsel
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

VENDOR:

Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, NJ 08830

21. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to the **County's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

22. WAIVER

No term or provision hereof shall be deemed waived and no breach excused by the **County** unless such waivers shall be in writing and signed by the party claimed to have waived or consented

to the term or provision.

Any consent by the **County** to, or waiver by the **County** of, a breach by the **Vendor**, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

23. ENTIRE AGREEMENT

It is expressly agreed that the terms and conditions set forth in the **County's** Request for Qualifications ("RFQ") and the **Vendor's** proposal and this Agreement as applicable, shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written agreements between the parties.

24. ASSIGNMENT

The **Vendor** is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any of its responsibilities under this Agreement, in whole or in part, to any other person, company or corporation, and this Agreement may not be involuntarily assigned or assigned by operation of law without prior written consent of the **County**, which consent shall not be unreasonably withheld. If such a transfer without consent occurs, the **County** may refuse to carry out its agreement with either the Assignor or Assignee, and reserves all rights of action for breach of this Agreement.

The **County** reserves the right to assign or transfer this Agreement to any person, office or entity as it deems appropriate.

25. SUBCONTRACTING

Unless otherwise specified in the **County's** proposal the subcontracting of any of **Vendor's** responsibilities under this Agreement is not permitted without the expressed written consent of the

County.

26. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this Agreement.

27. COOPERATION WITH OTHER VENDORS

The **Vendor** shall fully cooperate with other vendors and contractors of the **County**, the **County's** employees, and/or the employees of others as may be required by circumstances or directed by the **County**.

28. LICENSES AND PERMITS

Vendor shall be responsible to apply for and obtain all necessary permits and licenses unless the specifications provide for the **County** to obtain such permits and licenses.

**29. TERMS AND CONDITIONS FOR CONTRACTS AND PURCHASES
FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The terms and conditions set forth in the document titled "COUNTY OF UNION FEDERAL TERMS AND CONDITIONS", are incorporated by reference into this Agreement as if fully set forth herein and apply to this Agreement if funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION


James Pellettiere (Feb 13, 2024 16:30 PST)

JAMES E. PELLETTIERE, Clerk
Board of County Commissioners


Edward Oatman (Feb 12, 2024 09:07 EST)

EDWARD T. OATMAN
County Manager

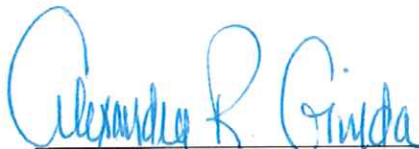
APPROVED AS TO FORM:

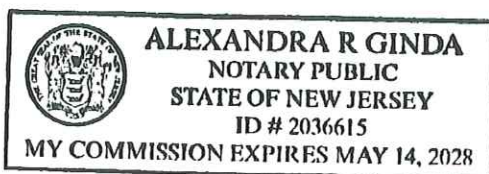

BRUCE H. BERGEN, ESQ.
County Counsel


Affirmative Action Compliant

ATTEST:

Rainone Coughlin Minchello, LLC


Corporate Secretary/Notary Public




Authorized Signatory

David L. Minchello, Esq
Print Name

Partner
Print Title



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: RAINONE COUGHLIN MINCHELLO LLC

Trade Name:

Address: 555 US HWY 1 S. STE.440
ISELIN, NJ 08830

Certificate Number: 2093302

Effective Date: December 13, 2016

Date of Issuance: February 06, 2018

For Office Use Only:

20180206111237642

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rainone Coughlin Minchello LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 555 U.S. Highway One South, Suite 440	
	6 City, state, and ZIP code Iselin, NJ 08830	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
8	1			-	4	6	5	7
							9	2
								1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **1/4/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Elisa Brown
Acrisure	PHONE (A/C, No, Ext): (732) 499-9200
430 Lake Ave.	FAX (A/C, No): (732) 499-9050
	E-MAIL ADDRESS: Ebrown@acrisure.com
Colonía	NJ 07067
INSURED	INSURER(S) AFFORDING COVERAGE
Rainone Coughlin Minchello LLC	INSURER A: Twin City Fire Ins. Co.
555 U.S. Route One South,	INSURER B: Hartford Casualty Insurance Co
Suite 440	INSURER C: The Continental Ins Co of NJ
Iselin	INSURER D:
NJ 08830	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: Master 2024-2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			13SBAIO0406	01/03/2024	01/03/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			13SBAIO0406	01/03/2024	01/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			13SBAIO0406	01/03/2024	01/03/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	13WBCAA0HNS	01/03/2024	01/03/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			652066293	01/01/2024	01/01/2025	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Union, its officers, officials, employees, and volunteers are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as respects to the County of Union, its officers, official, employees and volunteers.

CERTIFICATE HOLDER

CANCELLATION

County of Union Administration Building 10 Elizabethtown Plaza Elizabeth NJ 07207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elisa Brown</i>
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