

RESOLUTION

WHEREAS, the Administration has advised the need for legal services for the Township as Municipal Counselor (the "Project"); and

WHEREAS, the Township of Woodbridge has undertaken a fair and open process to establish a pool of approved attorneys to provide the Township with legal services as needed; and

WHEREAS, the fair and open process undertaken by the Township complies with the requirements of New Jersey Statutes and applicable municipal public contracting reform ordinance; and

WHEREAS, Rainone, Coughlin & Minchello has been approved as a qualified legal firm to provide legal services to the Township; and

WHEREAS, the Administration has received a proposal from Rainone, Coughlin & Minchello, 555 US Highway One South, Iselin, NJ 08830 for services for the herein described Project for \$18,727.00 annual salary plus \$190.00 per hour in an amount not to exceed \$110,000.00; and

WHEREAS, the Administration recommends Rainone, Coughlin & Minchello to perform legal services on the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WOODBRIDGE, that the Mayor and Municipal Clerk are hereby authorized and directed to enter into an agreement with Rainone, Coughlin & Minchello, 555 US Highway One South, Iselin, NJ 08830 for legal services for the Project for \$18,727.00 annual salary plus \$190.00 per hour not to exceed \$110,000.00 for the period July 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED, that this contract is awarded through a competitive process; and

BE IT FURTHER RESOLVED, that a notice in accordance with this Resolution and the Local Public Contracts Law of the State of New Jersey, shall be published in the official newspaper or newspapers of the Township and that an executed copy of the Contract shall be filed in the office of the Municipal Clerk and shall be available there for public inspection in accordance with law.

CERTIFICATION OF CONTRACTS OFFICER

I certify that the Local Public Contracts Laws have been satisfied or that the Local Public Contracts Laws do not apply and that the award of the contract is to the lowest responsible bidder, if applicable.



JERRY VOLPE
QUALIFIED PURCHASING AGENT

CERTIFICATION AND AVAILABILITY OF FUNDS

I certify subject that funds will be committed and encumbered for the above items under Account #4-01-150-1510-0000-4825. No items, more or less, shall be negotiated unless funds are available and approved by the Municipal Council.


MANUEL FERNANDEZ
CHIEF FINANCIAL OFFICER

ADOPTED: AUG 08 2023

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of Woodbridge at their Regular Meeting held on
AUG 08 2023


JOHN M. MITCH, RMC, CMC, CMR
MUNICIPAL CLERK



AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, made this _____ day of _____ 2023, by and between the **TOWNSHIP OF WOODBRIDGE**, a Municipal Corporation of the State of New Jersey, having its principal offices at 1 Main Street, Woodbridge, New Jersey 07095, and **CRAIG J. COUGHLIN, RAINONE COUGHLIN MINCHELLO**, 555 Route 1 South, Iselin, New Jersey 08830 (hereinafter referred to as the "Attorney");

W I T N E S S E T H

WHEREAS, the Township seeks a Municipal Counselor to handle such legal matters as may be designated from time to time as set forth below,

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, it is agreed, as follows:

1. The Attorney agrees to undertake, as Municipal Counselor, such legal representations and legal services as may, from time to time, be assigned to Attorney by the Woodbridge Township Mayor, Municipal Council or Business Administrator.

2. That the Township of Woodbridge shall compensate the Attorney for such legal services for the period July 1, 2023 through June 30, 2024 as follows:

a. For all services provided in the ordinary course of representing the Township: \$190.00 per hour for attorneys. In addition, the Township of Woodbridge shall pay all fees and costs incurred by the Attorney in representation of the Township.

b. For all Special Legal Services including special projects or activities which require an extraordinary concentration of time and effort and/or involve a specialized area of law and/or which cause the Attorney to incur additional liability exposure; representation of the Township in all matters of litigation which may arise during the term of this Agreement and which are assigned to the Attorney by the Township; preparation and

drafting of pleadings and all other legal documents of every nature and form; trial preparation, appropriate investigation and related work with respect to matters of litigation; correspondence and telephonic communication in connection with matters covered by this section of the Agreement; and such other services and efforts as may be usual or appropriate for an attorney serving as Municipal Counselor to a municipality and as may be reasonably requested by the Township; shall be deemed to be Special Legal Services, and shall be at the rate of \$190.00.

3. Payment for services rendered by Attorney shall be due upon presentation of an official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed all vouchers must be accepted by the Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and will be received by the Township not later than the last working day of the month following the months for which the services are rendered.

4. During the performance of this agreement, the Attorney agrees as follows:

a. The Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Attorney 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 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 Attorney 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;

b. The Attorney agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

5. The failure of the Township at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

6. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto.

7. The term of this Agreement shall commence in accordance with Section 13 and terminate June 30, 2024, unless terminated prior to by either party in accordance with such provisions as are stated herein.

8. The Township represents that it has and will have sufficient funds available to the Township in its fiscal year 2024 Budget to pay all the bills of the Attorney for the services rendered by Attorney to the Township to the extent of, and this Agreement shall be limited to, such amounts as may be from time to time appropriated by the governing body.

9. Early Termination. This Agreement may be terminated prior to June 30, 2024 as follows:

a. By the Township. The Township may terminate this Agreement at any time and at its sole discretion upon thirty (30) days' notice having been delivered to the Attorney and upon full payment being made by the Township to the Attorney for all billings applicable for services rendered and expenses incurred by the Attorney through the effective date of termination, inclusive.

b. By the Attorney. The Attorney may terminate this Agreement at any time by submitting his resignation to the Township; however, such termination shall be subject to

sixty (60) days' notice being delivered to the Township and further subject to the Township having chosen another attorney whom it deems to be acceptable in substitution and replacement of the herein named Municipal Counselor. Upon termination of this Agreement by the Attorney, he shall be required to cooperate fully with his replacement for the purpose of accomplishing a smooth transition and he shall be entitled to be promptly paid for all services rendered and expenses incurred by the Attorney up to and including all services rendered and expenses incurred with respect to assisting in the transition of his successor.

10. All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

Craig J. Coughin, Esq.
Rainone Coughlin Minchello
555 Route 1 South
Iselin, New Jersey 08830

Township of Woodbridge
1 Main Street
Woodbridge, New Jersey 07095

11. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.

12. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

13. This Agreement shall be effective as of July 1, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hand seals, or caused their presents to be signed by their proper corporate officers and caused their proper corporate seal to be affixed hereto the day and year first written above.

ATTEST:



JOHN M. MITCH
Municipal Clerk

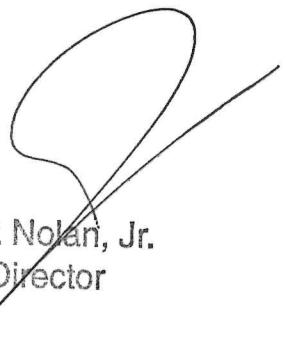
TOWNSHIP OF WOODBRIDGE

By: 

JOHN E. McCORMAC, MAYOR

RAINONE COUGHLIN MINCHELLO

By: _____
CRAIG J. COUGHLIN, ESQ.


James P. Nolan, Jr.
Law Director