

## AGREEMENT TO PROVIDE LEGAL SERVICES

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THIS AGREEMENT, made as of January 1, 2019, by and between the CITY OF PLAINFIELD, a municipal corporation of the State of New Jersey, having its principal offices at 515 Watchung Avenue, Plainfield, New Jersey 07060 (hereinafter referred to as "City") and RAINONE COUGHLIN MINCHELLO, LLC, having its principal place of business located at 555 US One South, Suite 440, Iselin, New Jersey 08830 (hereinafter referred to as "Counsel");

### WITNESSETH

WHEREAS, the City of Plainfield agrees to retain special counsel on behalf of the City; RAINONE COUGHLIN MINCHELLO, LLC, is agreeable to perform all the necessary legal matters pursuant to Resolution No. R051-19;

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

1. RAINONE COUGHLIN MINCHELLO, LLC, is hereby retained as Special Counsel for the City as of January 1, 2019 to December 31, 2019, serving at the pleasure of the Corporation Counsel as Litigation/Defense Counsel.

Counsel shall carry out all duties and responsibilities necessary to protect the interest of the City of Plainfield in all matters assigned to said Counsel. All services shall be performed at the pleasure of and under the supervision and direction of the Corporation Counsel.

2. The City of Plainfield agrees to compensate Counsel for such legal services as follows:

\$150.00 per hour for assignments deemed to be compensable through the Corporation Counsel's Budget not to exceed \$65,000.00; and

\$150.00 per hour for assignments deemed to be compensable through the City's Self-Insurance Fund administered by the City's Third Party Administrator; and

Paralegal services at the rate of \$120.00 per hour.

In addition, the City of Plainfield shall pay costs and disbursements incurred by Counsel in serving as Special Counsel according to the disbursement schedule attached hereto as Exhibit "C" and made a part hereof.

3. Payment for services rendered by Counsel shall be due upon presentation to the Corporation Counsel of a detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all invoices must be accepted by the Corporation Counsel as to form and documentation before payment will be made. All statements for services rendered will be presented to the Corporation Counsel on a *monthly basis and should be received by the Corporation Counsel no later than the last working day of the month following the month for which the services are rendered.*

4. *The total payments hereunder shall in no event exceed the lawful appropriations set forth herein. In the event an additional appropriation is required, Counsel may apply to the City Council through the Corporation for consideration of an additional appropriation, which request must be in writing stating the reasons therefore and must be requested and approved in advance. No bills for legal services that have not been authorized in advance will be allowed.*

5. Counsel agrees to provide services to the City as an independent contractor. No services will be rendered to the City by Counsel unless authorized by the Corporation Counsel.

6. Counsel shall provide proof of professional liability insurance in a minimum amount of \$500,000 and shall maintain such insurance in effect during the term of this agreement. Counsel shall indemnify and hold the City harmless against any liability, claims or costs arising out of any claim for negligence, error or omission or wrongful conduct arising out of the performance of their duties hereunder.

7. The failure of the City 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.

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

9. The term of this Agreement shall be for a period not to exceed December 31, 2019, *provided however*, that this agreement and the terms contained herein shall continue in full force and effect as to all matters assigned to Special Counsel until a successor is qualified and appointed.

10. Counsel shall serve under the supervision and direction and at the pleasure of the Corporation Counsel.

11. 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:

**RAINONE COUGHLIN MINCHELLO, LLC**  
555 US One South, Suite 440  
Iselin, New Jersey 08830

Office of Corporation Counsel  
City of Plainfield  
515 Watchung Avenue  
Plainfield, New Jersey 07060

Abubakar Jalloh, City Clerk  
City of Plainfield  
515 Watchung Avenue  
Plainfield, New Jersey 07060

12. 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.

13. No alterations, changes, modification or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.

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

15. This Agreement is subject to availability of funds through the City's 2019 Budget, which has not yet been adopted.

16. During the performance of this contract, Counsel agrees as follows:

- a. Counsel, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional, sex or sexual orientation. The Counsel 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. Counsel 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. Counsel, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Counsel, 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;
- c. Counsel, 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 Counsel's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. Counsel, where applicable, agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

- e. Counsel, where applicable, agrees to attempt to in good faith 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 of the State of New Jersey, 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 N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f. Counsel, where applicable, agrees to inform, in writing, appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. Counsel, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms 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.
- h. Counsel, where applicable, 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, 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.
- i. Counsel, where applicable, shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

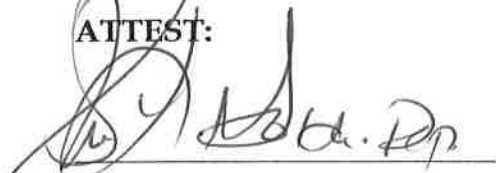
**17. Americans with Disabilities Act**

Counsel and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C.A. Sec. 12101 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 thereto, are made a part of this Agreement.

18. Upon conclusion of Counsel's services to the City, Counsel shall immediately return to the City through the Corporation Counsel all files, papers and records in his/her possession, together with a written substitution of attorney in any pending actions or proceedings, without cost to the City.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals.

ATTEST:

  
Abubakar Jalloh, City Clerk

CITY OF PLAINFIELD

  
Adrian O. Mapp, Mayor

ATTEST:



RAINONE COUGHLIN MINCHELLO,  
LLC

By: 

STATE OF NEW JERSEY )

ss:

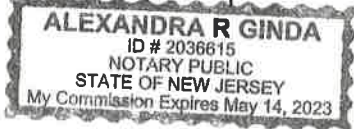
COUNTY OF )

On this 28<sup>th</sup> day of January, 2019,  
David C. Minchello, personally came before me and stated to my  
satisfaction that this person;

- a. is the maker of the foregoing instrument;
- b. is authorized to and did execute this instrument as an officer of **RAINONE COUGHLIN MINCHELLO, LLC**, the Corporation named in this instrument;  
and,
- c. executed this instrument as the act of the corporation named in this  
instrument.

Alexandra R. Ginda  
Notary Public

My Commission Expires:



## EXHIBIT A

(REVISED 4/10)

**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 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ACCEPTED BY:

RAINONE COUGHLIN  
MINCHELLO, LLC

By:   
(Print or type name below signature)

Title: Partner  
(Print or type title above)

Date: 1/28/19

## EXHIBIT B

### Business Registration Compliance

#### *Goods and Services Contracts (including purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to *submit proof of business registration* to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

***A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.***

#### *Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

## EXHIBIT C

### SCHEDULE OF ALLOWABLE COSTS FOR LEGAL MATTERS

*(AS ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLAINFIELD BY RESOLUTION DATED  
JULY 19, 1999, BEARING RESOLUTION NO. R343-99)*

|                            |                                                        |
|----------------------------|--------------------------------------------------------|
| <b>Telephone</b>           | Actual Costs or \$.50, whichever is greater            |
| <b>Postage</b>             | Actual Costs or \$.50 per letter, whichever is greater |
| <b>FAX Transmission</b>    | Actual Costs or \$.50 per page, whichever is greater   |
| <b>Photocopies</b>         | \$.15 per copy                                         |
| <b>Messenger, Courier</b>  | Actual Cost                                            |
| <b>Travel – Mileage,</b>   | \$.25 per mile                                         |
| <b>Parking &amp; tolls</b> | Actual costs                                           |
| <b>Depositions</b>         | Actual Cost*                                           |
| <b>Other Expenses</b>      | Actual Cost*                                           |
| <b>Expert Witness Fees</b> | Actual Cost*                                           |

\* Disbursements exceeding \$200.00 shall require the prior approval of Corporation Counsel.