

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made as of the 1st day of January, 2019, between, **THE CITY OF PLAINFIELD**, a municipal corporation of the State of New Jersey with offices located at 515 Watchung Avenue, Plainfield, New Jersey 07060 (hereinafter, "Client") and **DAVID L. MINCHELLO, ESQ.** of the firm **RAINONE COUGHLIN MINCHELLO, LLC** whose offices are located at 555 U.S. One South, Suite 440, Iselin, New Jersey 08830 (collectively, "Rainone"),

WITNESSETH:

WHEREAS, the City of Plainfield requires the services of a Corporation Counsel; and

WHEREAS, **DAVID L. MINCHELLO, ESQ. of RAINONE COUGHLIN MINCHELLO, LLC** is capable of and willing to perform such services; and

WHEREAS, it is the intention of the parties to this Agreement that neither the firm of **RAINONE COUGHLIN MINCHELLO, LLC** nor its attorneys be considered an employee of the **CITY OF PLAINFIELD**, but rather as providing legal services under contract.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. SCOPE OF SERVICES. **DAVID L. MINCHELLO, ESQ.** agrees to provide all of the necessary and proper legal services as required by **THE CITY OF PLAINFIELD** to perform the duties and obligations of Corporation Counsel and as may be assigned by **THE CITY OF PLAINFIELD** (collectively, the "Legal Services"), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner. **DAVID L. MINCHELLO, ESQ.** may perform the Legal Services personally or may delegate performance to any other licensed attorneys at the firm, and all such Legal Services shall be performed under his/her supervision.

2. COMPENSATION.

A. Retainer. All Legal Services for the performance of duties of the Corporation Counsel shall be billed at a flat rate of \$9,500.00 per month. The services covered under this retainer are as follows:

1. *Administration Duties:*

- a. Attendance at all meetings called by the Mayor, City Administrator or Department Head;
- b. Telephone calls and/or correspondence with any member of the Administration;
- c. Review and/or drafting of contracts;
- d. Review and/or drafting of Resolutions/Ordinances;
- e. Management and assignment of all legal matters; and
- f. Preparation and management of the legal budget.

2. *City Council Duties:*

- a. Attendance at all City Council Meetings;
- b. Preparation of all necessary Resolutions/Ordinances; and
- c. Telephone calls and/or correspondence with City Council members.

B. Hourly Billable Rate – All legal services not specifically enumerated in the duties specified under Section A (Retainer) shall be billed by Rainone at an hourly rate of \$150.00 per hour. These services include, but are not limited to, any and all activities performed on litigated matters (i.e. cases filed in State, Federal or Administrative Law Courts); any and all activities performed with regard to bail forfeiture matters in Municipal Court; any and all activities performed in the prosecution of disciplinary and/or ABC matters; any and all activities performed in labor matters (i.e. grievances, arbitrations, etc.) and any legal research.

3. TERM OF AGREEMENT. Legal Services under this Agreement shall be performed for the period commencing on January 1, 2019 and ending on December 31, 2019.

4. **BILLING.** The compensation referred to in Paragraph 2, above, shall be payable on a monthly basis upon submission of an appropriate voucher accompanied by a statement to **THE CITY OF PLAINFIELD** setting forth the Legal Services rendered during the period. Rainone makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, **THE CITY OF PLAINFIELD** shall review all bills promptly upon receipt and bring any billing issues to the attention of Rainone for prompt review so that any errors may be addressed.

5. **PROFESSIONAL LIABILITY INSURANCE.** Rainone shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000/\$2,000,000 and submit proof of coverage to **THE CITY OF PLAINFIELD**.

6. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, Rainone has and shall continue to comply with [P.L. 2004, c. 19; P.L. 2005, c. 51; P.L. 2005, c.271] and Plainfield's Pay to Play Ordinance, specifically Plainfield Municipal Code Section 2:10-19. Rainone acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, §3) if Rainone receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Rainone to determine if filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7. **AFFIRMATIVE ACTION.** The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations

of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

8. APPROVING RESOLUTION INCORPORATED.

This Agreement is subject to the approval, by resolution, of THE CITY OF PLAINFIELD is hereby incorporated herein by reference, as if set forth at length.

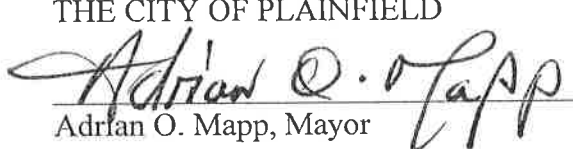
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:


Abubakar Jalloh, City Clerk

Date:

THE CITY OF PLAINFIELD


Adrian O. Mapp, Mayor

Date:

WITNESS:

**RAINONE COUGHLIN MINCHELLO,
LLC**


David L. Minchello, Esq.

Date:

Date:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF PLAINFIELD AND DAVID L. MINCHELLO,
ESQ. TO PERFORM LEGAL SERVICES AS CORPORATION COUNSEL
FOR THE CITY OF PLAINFIELD FOR AN AMOUNT NOT TO EXCEED
\$114,000.00**

WHEREAS, the City Council of the City of Plainfield adopted resolution R077-18 authorizing the appointment of David L. Minchello, Esq. as Corporation Counsel for the City of Plainfield; and

WHEREAS, compensation for certain legal services to be rendered to the City of Plainfield by David L. Minchello, as Corporation Counsel shall be paid by way of a retainer in the amount of \$114,000.00, payable at the rate of \$9,500.00 per month to RAINONE COUGHLIN MINCHELLO, LLC whose offices are located at 555 US One South, Suite 440, Iselin, New Jersey 08830; and

WHEREAS, there is sufficient funding through 9-01-04-155-001-271, subject to the adoption of the 2019 Budget; Now, therefore, be it,

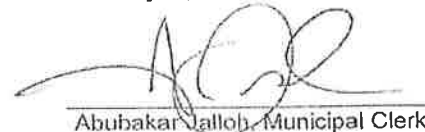
RESOLVED, that the City Council of the City of Plainfield, does hereby authorize the Mayor to execute an Agreement with David L. Minchello, Esq. of RAINONE COUGHLIN MINCHELLO, LLC whose offices are located at 555 US One South, Suite 440, Iselin, New Jersey 08830 in an amount not to exceed \$114,000.00 for a term of one (1) year commencing January 1, 2019, and ending on December 31, 2019 for professional legal services associated only with the duties of Corporation Counsel; be it,

FURTHER RESOLVED, that all payments authorized herein be paid from 9-01-04-155-001-271, as there is sufficient funding as evidenced by the annexed Certification of Funding, subject to the adoption of the 2019 Budget; be it

FURTHER RESOLVED, that a duly executed copy of this resolution and Agreement will be filed in the Office of the City Clerk.

Adopted by the City Council

January 7, 2019



Abubakar Jalloh, Municipal Clerk

R 016-19