

CONTRACT

THIS CONTRACT is entered into as of the 16th day of January, 2019, between the **RAHWAY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with an office located at One City Hall Plaza, New Jersey 07065 (hereinafter the "Agency"), and **Rainone Coughlin Minchello LLC**, 555 Route 1 South, Suite 440, Iselin, New Jersey 08830 (hereinafter the "Contractor").

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Authorization.** By Resolution dated January 16, 2019, the Agency awarded a contract to Contractor.
2. **General Scope of Service.** Contractor shall provide General Counsel services (the "Services") to act as General Counsel to the Rahway Redevelopment Agency as set forth in the RFQ and the Contractor's response to the RFQ which are incorporated herein and made a part hereof as though repeated in full.
3. **Compensation.** Contractor shall be compensated for the timely and complete performance of its obligations under this Contract, as follows:

The cost for the provision of the Services shall be the hourly rate of \$155.00 for attorney time.
4. **Indemnification.** Contractor shall defend, save and hold harmless the Agency, its members, officers, agents and employees, against all claims, costs, demands, attorneys fees, losses or damage, to persons or property, that may arise as a result of any claim or action, in connection with Contractor's negligent performance of its obligations under this Contract.

5. **No Assignment.** The Agency has awarded this Contract to Contractor due to the expertise of Contractor in its field, and due to the unique and specialized services to be performed. Accordingly, this Contract may not be assigned by Contractor without the Agency's consent.
6. **Term.** This is a one (1) year contract commencing January 16, 2019 and ending December 31, 2019.
7. **Licenses and Registrations.** In the event any services to be performed under this Contract require any particular license or registration to perform the Services described, Contractor shall at all times during the terms of this Contract maintain and keep current and valid all such licenses and registrations. Failure to do so shall give the Agency the right to terminate this Contract upon three (3) business days advance written notice. If requested, Contractor shall furnish any requested registration or license within two (2) business days.
8. **Default/Termination.** Notwithstanding anything contained herein or in any general conditions, in the event of the default of the Contractor to provide the Services, the Agency may terminate the Contract without penalty on thirty (30) days written notice to Contractor.
9. **Termination.** It is understood and agreed to by the Contractor that the Agency may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within sixty (60) days prior to the effective cancellation date.
10. **Insurance.** Contractor shall secure and maintain at all times during the term of this Contract all of the insurance coverages required by the Agency and certifies that it has proper insurance.

11. **Non-Discrimination.** Contractor shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, religion, sex, marital status, age, ancestry or affectional or sexual orientation.
12. **Affirmative Action.** Contractor shall conform to the State of New Jersey Affirmative Action requirements, which is marked as Exhibit A and is attached hereto and made a part hereof.
13. **Notices.** All notices required or permitted to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CONTRACTOR:

Rainone Coughlin Minchello, LLC
555 Route 1 South, Suite 440
Iselin, New Jersey 08830
Attention: Louis N. Rainone, Esq.

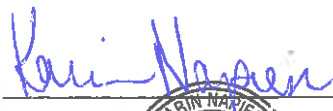
CITY: Rahway Redevelopment Agency
One City Hall Plaza
Rahway, New Jersey 07065
Attention: Executive Director

14. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the conflicts of laws or choice of laws provisions thereof.
15. **Severability.** If any provisions of this Contract shall be held invalid, its invalidity shall not affect any other provisions of this Contract that can be given effect without the invalid provisions, and for this purpose the provisions of this Contract are deemed to be severable.

16. **No Waiver.** No delay or failure by the Agency to exercise any right under this Contact, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto. This Contract shall not be altered, amended, supplemented or terminated except by an agreement in writing, signed by both parties hereto.
18. **Representations of Contractor.** Contractor hereby represents that Contractor is properly licensed to provide the Services and has all requisite authority and ability to provide the Services under this Contract. Contractor has taken all necessary action to approve this Contract and authorize the provisions of the Services hereunder.
19. **Records Retention.** Contractor shall maintain all documentation related to the Services under this Contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

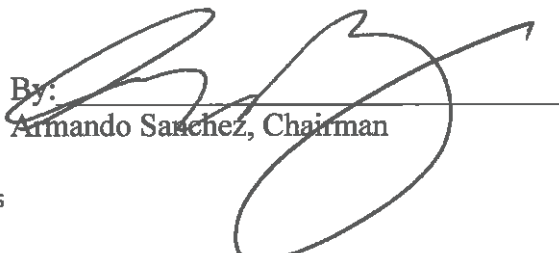
ATTEST:

CITY OF RAHWAY





Karin Napier
NOTARY PUBLIC
State of New Jersey
ID #50060584
My Commission Expires
May 17, 2022

By: 
Armando Sanchez, Chairman

WITNESS



RAINONE COUGHLIN MINCHELLO, LLC.
CONTRACTOR

By: 
Louis N. Rainone, Esq.

EXHIBIT A

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the contractor agrees as follows:

- a. 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 non-discrimination clause;
- b. 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;
- c. 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 Public 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;
- d. 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.
- e. 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.
- f. 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;

- g. 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;
- h. 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:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the Agency shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

RESOLUTION

RAHWAY REDEVELOPMENT AGENCY

CITY OF RAHWAY, NEW JERSEY

No. 05-19

Date of Adoption: January 16, 2019

RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT TO PROVIDE LEGAL SERVICES FOR THE RAHWAY REDEVELOPMENT AGENCY

WHEREAS, under the provisions of P.L. 2004, c.19, known as the “New Jersey Local Unit Pay-To-Play Law,” the Rahway Redevelopment Agency conducted a fair and open process to select a firm to provide general engineering; and

WHEREAS, a Request for Qualifications under the “fair and open” process was solicited in compliance with N.J.S.A.19:44-A-20.4 et seq; and

WHEREAS, submissions for this position have been reviewed and the firm Rainone Coughlin Minchello, LLC has been deemed qualified and awarded a contract for legal services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that resolutions authorizing the award of contracts for a professional service be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Rahway Redevelopment Agency as follows:

1. Rainone Coughlin Minchello, LLC has extensive experience in the public sector to act as general counsel to the Rahway Redevelopment Agency.
2. The professional services contract with Rainone Coughlin Minchello, LLC (555 U.S. One South, Suite 440, Iselin, NJ 08830) to provide general legal service at an hourly rate of \$155.00, for all legal service work related to the Agency, is hereby approved.
3. The contract is awarded without competitive bidding as a “Professional Service” under the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5) and under the fair and open process of the Local Unit Pay-To-Play Law (N.J.S.A. 19:44A-20.4).

NOW, THEREFORE, BE IT RESOLVED, that the Chairman and Executive Director are hereby authorized to execute any and all documents related to said engagement.

Certified to be a true copy of a Resolution adopted by the Board of Commissioners of the Rahway Redevelopment Agency, Rahway, New Jersey at a regular meeting held on January 16, 2019.


Karin Napier, Board Secretary

Commissioner	Motion	Second	Aye	Nay	Abstain	Absent
Dalmau						X
Gustofson			X			
Hale			X			
Nash	X		X			
Timmons			X			
Farrar			X			
Sanchez		X	X			