

This LEGAL SERVICES AGREEMENT (the “Agreement”) is made effective this ____ day of _____, 2020 by and between the **City Of Burlington**, a municipal corporation of the State of New Jersey with principal offices located at 525 High Street, Burlington, New Jersey (hereinafter the “City”) and Rainone Coughlin Minchello, with principal offices located 555 U.S. Route One South, Suite 440, Iselin, New Jersey 08830 (hereinafter “the Law Firm”).

RECITALS

WHEREAS, The City issued a Request for Proposals entitled Special Counsel For Tort Litigation (the “RFP”) which is incorporated herein by reference, seeking law firms to provide legal services for general municipal law and related matters for the City as may be needed from time to time (hereinafter, the “Legal Services”); and

WHEREAS, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the City’s Law Department deemed the Law Firm to be qualified; and

WHEREAS, the City relied upon the accuracy of the representations made in the Law Firm’s Proposal in rendering its decision to award this Agreement to the Law Firm; and

WHEREAS, the City Counsel of the City of Burlington authorized the award of this Agreement pursuant to Resolution No. 14-2020 (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed \$10,000.00, in order to perform the services described and incorporated herein and as governed by the RFP; and

WHEREAS, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth, with the City being agreeable thereto; and

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services:** The Attorney designated herein, will provide legal services for certain litigation matters as assigned by the City Solicitor, in conformance with the requirements of the RFP issued for providing said legal services. The firm has been assigned to handle the defense of the City of Burlington in a Tort Claim (Auto accident) matter filed in the Superior Court of New Jersey, filed and pending under Docket No. UNN-L- 3465-19, entitled Marie Tondereau v. City of Burlington, Leshner, et al. The firm is to provide legal services with respect to this matter and such other matters which may have previously been made and any additional assignments to be made by the City Solicitor, who is the Director of the Department of Law.
2. **Term:** The term of this contract shall be from February 21, 2020 until February 2, 2021 or such time as a successor law firm is appointed or assigned to perform such services.
3. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent

by mail to the parties at their respective addresses set forth above, or to such other addresses as the parties may designate by written notice to the others in the foregoing manner.

4. **Assignment:** This agreement may not be assigned or transferred by the Law Firm without prior written consent of the City.
5. **Billing Procedure:** The Law Firm's services are compensated by hourly billings as set forth herein. For services rendered pursuant to this Agreement, such billing shall be at the rate of \$150.00 per hour for each hour expended by an attorney; of \$125.00 per hour for each hour expended by an associate attorney; and \$100.00 per hour for each hour expended by a duly qualified paralegal or law clerk (attending law school). All billings shall be in itemized form, in increments of one tenth (1/10) of one hour. The billings shall provide such detail as the City Solicitor shall require, including but not limited to setting forth in detail the date of services provided, the nature of the services, the name of the Law Firm employee providing the service, the time expended in providing the service (rounded off to the nearest tenth of an hour), and the name of the case or matter under which services were provided. Each bill shall include a recapitulation showing the total amount billed by case or matter for that billing period. If the City agrees to an alternative billing arrangement as outlined within the Resolution approving this Agreement, same shall be annexed hereto in writing and made a part of this Agreement.

The City shall in all circumstances attempt to render reasonably prompt payments to the Law Firm, however under no circumstances shall the City be responsible for any penalties, late fees, interest, or other charges of any kind.

6. **Termination:** The City reserves the right to terminate this Agreement upon thirty (30) days written notice with or without cause, or by mutual written agreement of the parties, or by the City with no notice to the Firm in the event of a substantial failure to perform the services described herein in accordance with the terms of this contract. It is understood and agreed by the Law Firm that the within Contract does not guarantee or assure the Law Firm as to any specific amount or level of legal work during the term of the contract; that the contract is subject to termination based upon the best interests and needs of the City and based upon the availability of funds. Upon receipt of notice of the termination of the contract, the City shall pay the Firm for all services performed to date. The Law Firm further agrees that it in the event that the contract is terminated, after receipt of such notice, the Firm agrees to comply with the other provisions of this contract as it relates to requests for information and copies of documents and/or files as consistent with this contract and pursuant to the applicable Rules of Professional Conduct.
7. **Documents & Files:** All papers, documents, memoranda, plans, materials, records, files, and reports (collectively, "property") created, assigned to, and/or relating to the duties assigned under this contract shall be and remain the property of the City. Upon the City's request and/or upon the termination or expiration of this contract, the Law Firm shall immediately surrender and return all such property to the City Solicitor or their designee,

together with a written consent to use all such materials in the best interest of the City. The surrender/return of all property shall be at the sole cost and expense of the Law Firm.

8. **Confidentiality:** All matters assigned to the Law Firm shall be handled in accordance with the usual standard of confidentiality under the applicable codes of Professional Conduct. The Law Firm shall make no public comment on cases or matters assigned to it, and shall direct any such requests to the City Solicitor. The Law Firm shall report on the conduct, status, prospects, and recommended resolution of all matters directly and exclusively to the City Solicitor or their designee, except as otherwise directed in writing by the City and/or as may be required by the applicable code of Professional Conduct.
9. **Certification of Compliance:** The Law Firm and its attorneys represent that they are in good standing, are in compliance with all laws of the State of New Jersey and all applicable Ordinances of the City of Burlington, and will remain so for the term of this Agreement. Failure to continue in compliance shall be deemed a breach of this Agreement.
10. **Contingency:** It is understood that this Agreement is contingent upon the availability of funds in the City's budget. In the event said funds are not appropriated or available for this Agreement, this Agreement shall become null and void, and the Law Firm shall not be entitled to any compensation.
11. **Insurance:** The Law Firm shall, at its own expense, maintain during its performance under this Agreement insurance policy or policies, written with an insurance company or joint insurance fund currently authorized to do business in the State of New Jersey by the Division of Banking and Insurance, in the following types and amounts:
 - a. Workers Compensation As required by statute
 - b. Professional Liability, including coverage for Acts and/or Errors and Omissions \$500,000/\$1,000,000
12. **Indemnification:** The Law Firm shall indemnify, defend, and hold harmless the City from and against any and all claims, known or unknown (including any claim brought by employees of the Law Firm), liability, damages, or expenses (including attorneys' fees) that the City may incur relating to, arising out of, or existing by reason of: (1) the Law Firm's performance of this Agreement or the conditions created thereby, (including the use, misuse, or failure of any equipment used by the Law Firm or its subcontractors, servants, or employees), or (ii) The Law Firm's breach of this Agreement or the inadequate or improper performance of this Agreement by the Law Firm or its subcontractors, servants or employees.
13. **No Waiver:** The waiver or renunciation by either party of any term, provision, or condition contained in this Agreement shall not constitute the automatic waiver or renunciation of any subsequent breach or default of such term, provision, or condition of this Agreement, nor shall it authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party, unless such waiver or renunciation shall be expressed in writing and signed by the party making

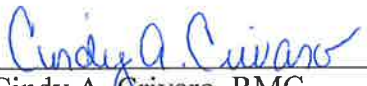
such waiver or renunciation, specifying the nature and extent of such waiver or renunciation.

- 14. Status of Contractor:** Unless otherwise authorized by Ordinance and indicated herein, it is expressly understood and agreed by and between the parties that the status of the Law Firm and its employees, officers, and agents shall be that of an independent contractor. It is not intended, nor shall it be construed that the Law Firm or any of its employees, officers, and agents are employees or officers of the City for any purpose.
- 15. Disclosures, Including Political:** The Law Firm agrees to submit all Certificates and Disclosures that are required to comply with Local, State and Federal law associated with the award of this contract and as was required under the RFP process for the procurement of this contract. This contract has been awarded to the contractor identified above, based upon the merits and abilities of the Law Firm to provide the services described herein. The contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, 35, et seq. Nevertheless, the undersigned does hereby attest that the Law Firm, their subsidiaries, assigns, or principals controlling in excess of ten percent (10%) of the company are in compliance with the New Jersey Pay to Play law (P.L. 2004, Chapter 19 as amended by P.L. 2005, C.51) N.J.S.A. 19:44A-20.4, et seq.; and the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-8; N.J.S.A. 19:44A-16.
- 16. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect. Neither party has relied on any such prior representations in entering into this Agreement. This Agreement may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or by an instrument in writing executed by the parties hereto.
- 17. Severability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.
- 18. Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey, and is expressly subject to all the limitations as set forth within the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; N.J.A.C. 5:34-1, et seq. In the event of any litigation arising out of this contract, the parties hereby consent to jurisdiction in the Superior Court of New Jersey, Burlington County, or the Camden Division of the New Jersey District Court, as applicable.

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

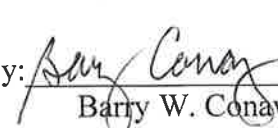
ATTEST:


Cindy A. Crivaro, RMC

Witness:



CITY OF BURLINGTON

By:  ^{16 April 2020}
Barry W. Conaway, Mayor

RAINONE COUGHLIN MINCHELLO

By: 