

This LEGAL SERVICES AGREEMENT (the “Agreement”) is made effective this 7th day of January, 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 at One Woodbridge Center, Suite 515, Woodbridge, NJ (hereinafter “the Law Firm”).

RECITALS

WHEREAS, The City issued a Request for Proposals entitled ABC Special Counsel (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 Council of the City of Burlington authorized the award of this Agreement pursuant to Resolution No. 20-2020 (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. 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.
- 2. Assignment:** This agreement may not be assigned or transferred by the Law Firm without prior written consent of the City.
- 3. 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.

4. **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.
5. **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.
6. **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; \$100.00 per hour for each hour expended by a clerk or paralegal. 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 Township 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.

7. **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.

- 8. 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 Township 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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

The Law Firm shall further provide the City with Certificates of Insurance stating that the City is an "Additional Named Insured with Respect to Liability Coverages Afforded by the Policy." The Law Firm shall also provide to the City evidence of adequate Worker's

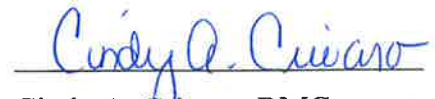
Compensation Insurance to cover all workers required by law to be covered, who may be involved in any work contemplated hereunder.

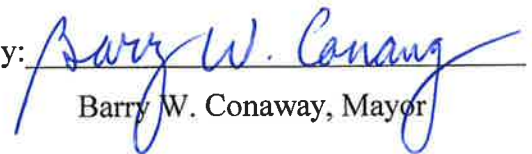
- 13. Indemnification:** The Law Firm shall indemnify, defend, and hold harmless the City from and against any and all claims, known or unknown (including any claim brought by employees of the Law Firm), liability, damages, or expenses (including attorneys' fees) that the City may incur relating to, 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.
- 14. 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.
- 15. 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.
- 16. 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.

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

ATTEST:

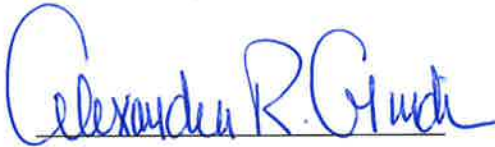
CITY OF BURLINGTON


Cindy A. Crivaro, RMC
City Clerk

By: 
Barry W. Conaway, Mayor

Witness:

RAINONE COUGHLIN MINCHELLO



By: 

ABC

ABILITY TO PROVIDE SERVICES IN A TIMELY MANNER

Rainone Coughlin Minchello LLC's office is based in Iselin, New Jersey providing our attorneys convenient access to the City of Burlington. The Firm's close locale gives the attorneys availability to attend the regular public meetings of the City of Burlington.

Rainone Coughlin and Minchello LLC is equipped with the latest equipment and software to facilitate the performance of tasks undertaken on behalf of the City of Burlington.

This office is staffed by several skilled and experienced staff members which include administrative assistants and paralegals with several years of experience with regard specifically to Public Entity issues.

PAYMENT CONDITIONS AND RATE SCHEDULES

During the calendar year of 2020 Rainone Coughlin Minchello proposes to provide legal services at a hourly rate for Partners of One Hundred Seventy Five Dollars (\$175.00), a hourly rate for Associates of One Hundred Thirty-Five Dollars (\$135.00) and a hourly rate for Paralegals of Eighty-Five Dollars (\$85.00) for all services required. While this rate represents a significant discount to the Borough from our standard rates, we are cognizant of the financial constraints placed upon public entities, and we are amenable to negotiating our fee, if requested.

We further propose the following fees for expenses:

Reimbursable Expenses:

Photocopies	\$.30 per page;	Faxes	\$.25 per page
Printing	\$.10 per page;	Color Copies	\$.65 per page
CD Copy	\$5.00;	DVD Copy	\$10.00

Any additional reimbursable expenses will be subject to the approval of the City of Burlington.

Invoices and Payment: Invoices are sent on a monthly basis and payment is due within 30 days thereafter.

EXHIBIT A

**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)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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.

Company Name:

Raimone Gaughlin Minichello

Company Representative:

David L. Minichello

Signature of Representative:



Date:

2/10/20