

AGREEMENT FOR PROFESSIONAL SERVICES

Township Attorney

Contract #MC-FO-0008-20

THIS AGREEMENT, made this 6th day of January, 2020, between the **TOWNSHIP OF FRANKLIN**, a municipal corporation of the State of New Jersey with offices located at 475 DeMott Lane., Somerset, New Jersey 08873 (hereinafter, "**TOWNSHIP**") and **RAINONE COUGHLIN MINCHELLO, LLC**, a Limited Liability Corporation of the State of New Jersey with offices located at One Woodbridge Center, Woodbridge, New Jersey 07095 ("**RCM**"),

WITNESSETH:

WHEREAS, the **TOWNSHIP OF FRANKLIN** requires the services of General Counsel and General Legal Services ("Legal Services"); and

WHEREAS, Louis N. Rainone of the firm of **RAINONE COUGHLIN MINCHELLO, LLC**, was appointed on January 1, 2020 as the Township Attorney and Mr. Rainone and the firm are capable of and willing to perform such services; and

WHEREAS, it is the intention of the parties to this Agreement that neither **RCM** nor its attorneys be considered an employee of the **TOWNSHIP** 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.** RCM agrees to provide all of the necessary and proper Legal Services as defined above and as required by the **TOWNSHIP** shall do, perform and carry out the Legal Services in a satisfactory and proper manner.

2. **COMPENSATION.**

A. **Hourly Rate.** All Legal Services shall be billed to the **TOWNSHIP** at the blended rate of one hundred and Seventy- Five dollars (\$175) per hour; not to exceed \$270,000.00

B. **Reimbursement of Costs.** RCM shall be reimbursed in accordance with the attached schedule of Disbursements.

3. **TERM OF AGREEMENT.** Legal Services under this Agreement shall be performed for the period commencing on January 1, 2020 and ending on December 31, 2020.

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 **TOWNSHIP** setting forth the Legal Services rendered during the period. RCM makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, the **TOWNSHIP** shall review all bills promptly upon receipt and bring any billing issues to the attention of RCM for prompt review so that any errors may be addressed.

5. **PROFESSIONAL LIABILITY INSURANCE.** RCM 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 **TOWNSHIP**.

6. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, RCM has and shall continue to comply with P.L. 2004, c. 19; P.L 2005, c. 51; P.L. 2005, c.271 and any applicable **TOWNSHIP** ordinance regarding campaign contributions. RCM 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 **RCM** receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of **RCM** 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. See Exhibit A.

8. APPROVING RESOLUTION INCORPORATED.

This Agreement is subject to the approval, by resolution, of the **TOWNSHIP**, which resolution was adopted by the **TOWNSHIP** on January 6, 2020, and is hereby incorporated herein by reference, as if set forth at length.

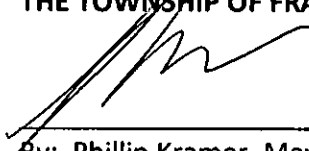
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



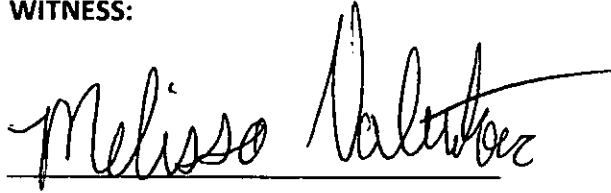
Ann Marie McCarthy
Township Clerk

THE TOWNSHIP OF FRANKLIN

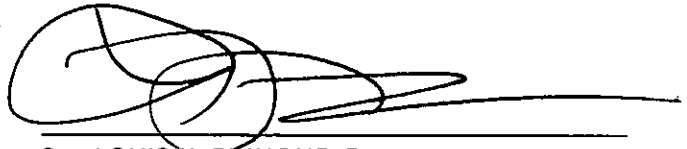


By: Phillip Kramer, Mayor

WITNESS:



RAINONE COUGHLIN MINCHELLO, LLC



By: LOUIS N. RAINONE, Esq.

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 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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 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 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, 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 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Franklin, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



RESOLUTION - AWARD FAIR AND OPEN PROFESSIONAL SERVICES AGREEMENT (MC-FO-0008-20 - 3.2) - TOWNSHIP ATTORNEY - 2020 - RAINONE COUGHLIN MINCHELLO - AMOUNT NOT TO EXCEED \$270,000.00 (\$175.00 PER HOUR)

WHEREAS, requests for Proposals for Township Attorney 2020 (MC-FO-0008-20-3.2) were posted on the Township's website on November 7, 2019 for receipt on November 26, 2019; and

WHEREAS, three (3) proposals were received by the Township on November 26, 2019; and

WHEREAS, the Law Firm of Rainone Coughlin Minchello, LLC, Woodbridge, New Jersey is a Law Firm that specializes in municipal government law and litigation, and the attorneys at Rainone Coughlin Minchello, LLC have years of experience in municipal government and litigation, including Louis N. Rainone, Esq., who has prior representation of the Township of Franklin as Township Attorney and has submitted a proposal indicating he will provide the professional services in an amount not to exceed \$270,000.00 (\$175.00 per hour); and

WHEREAS, the Chief Financial Officer has certified in writing, a copy of which certification is attached hereto, that funds are available subject to the adoption of the CY2020 Municipal Budget; and

WHEREAS, the Municipal Attorney has reviewed the attached certificate of the Chief Financial Officer and is satisfied that said certificate is in proper form; and

WHEREAS, the contracts to be awarded are being awarded as Fair and Open Professional Service contracts pursuant to the Pay to Play Laws, P.L. 2004, C. 19; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Franklin, County of Somerset, as follows:

- 1) The Mayor and Township Clerk are hereby authorized and directed to execute the below referenced agreement with the below stated vendors, which agreements shall be maintained on file with the Township Clerk and available for public inspection.
- 2) These agreements are awarded as Fair and Open Professional Service under the provisions of the Pay to Play Laws, P.L. 2004, C. 19.
- 3) A notice of this action shall be printed in the LEGAL NEWSPAPER OF THE TOWNSHIP as required by law within ten (10) days of its passage.
- 4) The vendor shall supply the Township of Franklin with Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action

Franklin Township



In Somerset County

Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.

- 5) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.

VENDOR NAME: *Rainone, Coughlin, Minchello, LLC*
Louis N. Rainone, Esq.
ADDRESS: 555 US Hwy. One South, Ste. 440, Iselin, NJ 08830
CONTRACT AMOUNT: Amount not to exceed \$270,000.00 (\$175.00 per hour)
SERVICE: Township Attorney 2020 (MC-FO-0008-20-3.2)
January 1, 2020 to December 31, 2020

CERTIFICATION

I, Ann Marie McCarthy, Township Clerk of the Township of Franklin, in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a Work Session/Regular Meeting held on the 1/6/2020.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 1/7/2020.

Ann Marie McCarthy
Township Clerk

Resolution #20-15

Verified and Encumbered as to

Availability of Funds:

Date: 1/6/2020
Account No.: 0-01-20-00-0155-027
PO No.: As Needed

By: _____
KATHLEEN MOODY, Director of Revenue & Finance