

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF ESSEX

39

RESOLUTION NO. R-2024-00147 AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)
PROPOSED BY: COUNTY EXECUTIVE AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: OFFICE OF COUNTY COUNSEL – PROFESSIONAL SERVICES AGREEMENT TO
PROVIDE LEGAL SERVICES REGARDING THE MATTER OF ABDUL-AHAD, et al. v. ESSEX
COUNTY SHERIFF’S OFFICE, et al. – Civil Action Case #2:20-cv-15602-JMV-JAD
OUTSIDE COUNSEL CONTRACT WITH RAINONE COUGHLIN & MINCHELLO IN AN AMOUNT NOT
TO EXCEED - \$35,000.00 - JANUARY 1, 2024 – DECEMBER 31, 2024
Representing Defendant, Essex County Sheriff’s Office

WHEREAS, the County of Essex has a need for special outside counsel to provide legal
services and/or legal representation regarding Abdul-Ahad, et al. v. Essex County Sheriff’s
Office, et al. - Civil Action Case #2:20-cv-15602-JMV-JAD representing the Defendant, Essex
County Sheriff’s Office, (the “Legal Matter”); and

WHEREAS, the Office of the County Counsel through the Office of Purchasing has
publicly advertised for a Request for Proposal/Qualification for 2024 Legal Services (the
“Services”); and

WHEREAS, the Board of County Commissioners has approved the 2024 list of qualified
firms for the performance of such Services which includes the firm of Rainone Coughlin &
Minchello, 555 US Highway One South, Suite 440, Iselin, NJ 08830; and

WHEREAS, it is recommended by the Office of County Counsel that a Contract for
Services for the Legal Matter be awarded to Rainone Coughlin & Minchello for the period
January 1, 2024 through December 31, 2024, in an amount not to exceed \$35,000.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay
such contract, which certification is attached hereto; and

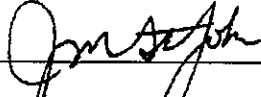
WHEREAS, said may be awarded without public bidding, as professional services in accordance with N.J.S.A. 40A:11-5(1) of the Local Public Contracts Law, on condition that a resolution authorizing the contract for professional services without competitive bidding, and the contract itself, be made available for public inspection; and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A. 40:41A-38(n) to approve, by resolution, contracts presented by the County Executive; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Essex as follows:

1. That the agreement with Rainone Coughlin & Minchello, a copy of which is attached hereto, is approved;
2. That the contract is awarded without competitive bid as "Professional Services" in accordance with N.J.S.A.40A:11-5(1)(a) of Local Public Contracts Law because the services to be rendered are performed by persons authorized by law to practice a recognized profession which is regulated by law and the performance of which requires knowledge of an advanced type in a field of learning acquired by prolonged formal, specialized instruction;
3. That notice of this contract award be published by the Clerk of the Board of County Commissioners in accordance with the provisions of N.J.S.A. 40A:11-5(1); and
4. That the Clerk of the Board forward two copies of said fully executed copies of said contract and this resolution to Jerome M. St. John, Essex County Counsel; Julius N. Coltre, Director of Purchasing; and one copy to Rainone, Coughlin & Minchello, 555 US Highway One South, Suite 440, Iselin, NJ 08830.

Approved as to form and legality


ESSEX COUNTY COUNSEL

Date 1/19/24

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner

Sebold

Second by Commissioner

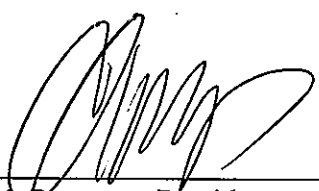
Graham

Commissioners	Yes	No	N.V.	ABS	Commissioners	Yes	No	N.V.	ABS
Cooper, V.P.	✓				Murray-Thomas	✓			
Gill	✓				Pomares, Pres.	✓			
Graham	✓				Richardson	✓			
Luciano	✓				Sebold	✓			
Mercado				✓					

It is hereby certified that the foregoing Resolution was (✓) adopted () defeated () tabled by roll call vote at a Regular meeting of the Board of County Commissioners of the County of Essex, New Jersey held on 2-21-24.

Is Publication Required () Yes () No

Date Published _____


Carlos M. Pomares, President

RECEIVED
CLERK OF THE BOARD
2024 FEB 15 AM 10:01
ESSEX COUNTY
BOARD OF
COUNTY COMMISSIONERS

c:2024\ContractDirectory:ks

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the 1th day of January 2024 between the **County of Essex**, a body politic and corporate of the State of New Jersey (hereinafter referred to as "County") and **Rainone, Coughlin & Minchello**, 555 US Highway One South, Suite 440, Iselin, New Jersey 08830 (hereinafter referred to as "Counsel").

WHEREAS, the County is in need of the services of outside counsel to provide legal services and/or legal representation in the matter venued in the United States District Court, Civil Action Case No. 2:20-cv-15602-JMV-JAD known as **Taskeen Abdul-Ahad, Administrator Ad Prosequendum for the Heirs at Law for Decedent Paul O. Braswell, and General Administrator of the Estate of Paul O. Braswell, individually and Horace L. Braswell, Individually v. Essex County Sheriff's Dept., Officer Jose Yunque, Detective Ozie Ryals, Detective Gino Izzo, Sgt. Christopher Bozios, Jr., Detective E. Silverio, Detective Y. Ellis, Detective A. Holmes, Officer Emanuel Pereira, Detective E. Udvarhely, (John Doe Officers 1-20) (ABC Governmental Entities 1-10)** representing Defendant, Essex County Sheriff's Office (hereinafter referred to as the "Legal Matter"); and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the County of Essex with legal representation in the above-referenced Legal Matter and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5(1) (a)(i).
2. **Term.** The term of this agreement shall be January 1, 2024 through December 31, 2024.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$35,000.00** without prior approval of the County of Essex Board of County Commissioners. Counsel will cease all activities on the within Legal Matter that have reached their contract limit and will not undertake any further representation without prior written approval of the Board of County Commissioners. County Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the County will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard County procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed one hundred fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five dollars (\$75.00) per hour billed in six minute increments. The County will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the County. The County shall also not be charged for the time of Counsel's clerical staff. The County will not be charged for the firm's appearance at the required Essex County Board of County Commissioners' meeting approving their contract.

4. **Disbursements.** In addition to its fees, Counsel will be entitled to payment or reimbursement for reasonable out-of-pocket costs and expenses incurred hereunder on the County's behalf, provided, however, such reimbursements shall be included within the contract maximum amount. Payment for services rendered by third party providers such as expert witnesses, certified shorthand providers, transcripts, title company fees, expert witnesses, surveyors, arbitrators and mediators shall be advanced by Counsel and reimbursed and charged against the contract maximum amount as hereinabove provided.

5. **Estimates.** Although Counsel will, upon the County's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The County shall not be charged for in-house costs for photocopies, telephone calls, e-mails, facsimiles, postage or overnight deliveries.

7. **Billing.** Fees and expenses will be billed monthly. The County shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The County is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

10. **Waiver of breach.** The waiver by the County of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

11. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the County of Essex.

12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006)

14. **Incorporation.** The following documents are attached hereto and made a part hereof:

- Appendix A - Standard Terms and Conditions;
- Appendix B - Statement of Certain Political Contributions;
- Appendix C - Applicant/Proposer's Qualifications and Representations;
- Appendix D - Affirmative Action Requirements; and
- Appendix E - Proof of Business filed with the NJ Division of Taxation.

15. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the County's engagement of Counsel and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

16. **Authorization Required.** Counsel is required to get prior written approval from the Office of County Counsel for all settlements of suit; motions to be filed; and depositions to be taken.

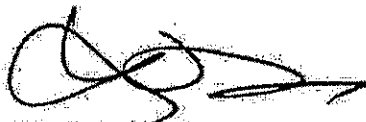
IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below;

WITNESS:


(print) Alexandra R. Gunde

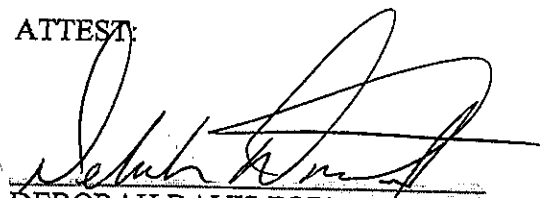
DATE: 1/10/24

RAINONE, COUGHLIN & MINCHELLO

By: 
Louis N. Rainone, Esq.

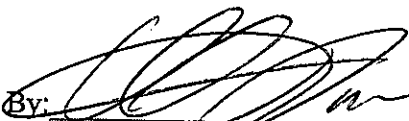
DATE: 1/10/24

ATTEST:


DEBORAH DAVIS FORD, CLERK
ESSEX COUNTY BOARD OF
COUNTY COMMISSIONERS

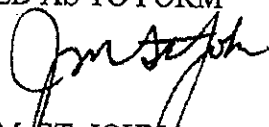
DATE:

COUNTY OF ESSEX

By: 
JOSEPH N. DIVINCENZO, JR.
ESSEX COUNTY EXECUTIVE

DATE: 1/26/24

APPROVED AS TO FORM


JEROME M. ST. JOHN
ESSEX COUNTY COUNSEL

C:\2024\CONTRACT\Rainone\ks