

AGREEMENT TO PROVIDE SERVICES
AS OUTSIDE LEGAL COUNSEL
HUDSON COUNTY INSURANCE FUND COMMISSION
AND
RAINONE COUGHLIN MINCHELLO

THIS AGREEMENT, dated **APRIL 7, 2025** is made by and between the Hudson County Insurance Fund Commission (hereinafter referred to as “Fund”), whose principal business address is Administration Building Annex, 567 Pavonia Avenue, 4th Fl., Jersey City, New Jersey 07306.

AND

Rainone Coughlin Minchello (hereinafter referred to collectively as the “Firm”), whose principal business address is **555 U.S. Highway One South, Suite 440, Iselin, New Jersey 08830**.

The matter in which this attorney is being retained is: **Daniel J. Shpilberg v. County of Hudson**, under **Docket No. ESX-L-1851-25**, (hereinafter referred to herein as the “Matter.” The Firm shall represent the Defendant, Ronald P. Edwards, former Director of HCDC.

WITNESSETH:

WHEREAS, the Firm is engaged in the practice of law in the State of New Jersey, practicing a recognized profession, which practice is regulated by law; and

WHEREAS, the Fund requires the professional services of attorneys in connection with representation of the Fund, the County of Hudson and/or its employees; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40:11-1 *et. seq.*, permits the award of contracts for professional services without competitive bidding; and

WHEREAS, the Departments of Law and Finance and Administration advertised and issued a Request for Qualifications and sought Qualification Statements for outside counsel to represent it when appropriate in connection with legal matters involving civil rights, personal injury, employment, construction and other matters involving potential liability and legal exposures; and

WHEREAS, the Fund has opted to acquire such services through a “fair and open” process pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Qualification Statements for Outside Counsel firms were submitted and those Qualification Statements were responsive, the Attorney herein being among same; and

WHEREAS, the Request for Qualifications set out the compensation terms and general conditions for employment of said firms, and no requests were received for clarification thereof or objections made thereto; and

WHEREAS, the Fund has designated this Firm qualified to represent the interests of the Fund by **Resolution No. 2024-072**, incorporating terms of a Request for Qualifications and Attorney's Qualifications Statement in response thereto, and does hereby incorporate all of the same as part of the particular terms of this contract as if set forth fully herein; and

WHEREAS, the Firm herein has agreed to perform services as outside counsel for the Fund subject to the terms and conditions hereinafter set forth; and

WHEREAS, by **Resolution No. 2024-072** duly adopted on **December 23, 2024**, the Fund authorized retention of the services of the Firm on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Legal Services to be Provided

The Firm shall, in a satisfactory and proper manner, as determined by the Fund, perform the services as directed by the County Counsel or his designee.

2. Professional Fees

The Fund agrees to pay the attorney for legal services as set forth below:

We understand that your fees will be based upon the reasonable value of your services as determined in accordance with the American Bar Association Model Code of Professional Responsibility and the New Jersey State Code of Professional Responsibility. Your firm's fees will be based on the hourly billing rates charged by each attorney. We understand that you (or another specified partner), as a partner in your firm, will have primary responsibility

for your firm's service. Your rate is **\$150.00 per hour**. We further understand that during the course of your engagement, it may be necessary or advisable to delegate various portions of this matter to other firm attorneys. If this is the case, you will inform us in advance of the identity of the attorney. The hourly billing rate of associate attorneys is **\$150.00 per hour**.

In an effort to reduce legal fees, we expect your firm to assign tasks as among partners and associates in a manner commensurate with the level of expertise required.

No fees shall be paid separately for paralegal, secretarial or clerical services. Any additional agreements regarding fees must be set forth in writing and signed by the responsible County attorney.

3. Cost and Expenses

We understand that in the course of your representation, it may be necessary for your firm to incur certain costs or expenses. The County of Hudson will reimburse your firm for certain costs or expenses necessary for completing the assigned matter, as long as your charges for costs and expenses are competitive with other sources of the same products or services. More particularly, the County of Hudson will reimburse your firm in accordance with the following guidelines:

A. Travel - We will reimburse your firm for expenses in connection with out-of-town travel. However, such travel must be approved in advance and we will only reimburse for non first class travel and, where necessary, for the reasonable cost of a rental car (Optional: of a size appropriate to the number

of persons using it). All related travel expenses, i.e., lodging and meals, must be reasonable under the circumstances.

We expect that your firm will advance all such travel expenses and submit bills for reimbursement.

B. Court Costs - We will reimburse for expenses incurred, but will not be responsible for sanctions or penalties imposed by a Court due to the conduct of your firm.

C. Transcription - We will reimburse for expenses of an original transcript at reasonable rates. Expedited transcripts may not be ordered without our prior approval.

D. Photocopying - We will reimburse at a maximum of .10 cents per page for normal photocopying for one to ten pages. After that, it will be .25 cents per page. Expedited photocopying or oversized document photocopying may be reimbursed at a higher rate only with prior approval.

E. Postage/Courier - We will reimburse for expenses of overnight courier or by hand couriers only when such services are necessary with prior approval of the County or are requested by a County attorney.

F. Miscellaneous Expenses - We will not reimburse for the costs of office equipment, books, periodicals or other office expenditures unless approval was obtained from us.

4. Billing

Bills should be submitted to the County of Hudson/Hudson County Counsel's Office. We expect to be billed monthly unless an alternative agreement has been approved by the Hudson County Counsel. All bills should include a summary statement of the kinds of services rendered during the relevant period and be accompanied by a detailed statement in computerized or equivalent form describing the services performed, the time expended each day and for the entire period by each attorney and the hourly rates charged therefor. Reimbursable expenses included on each bill should also be broken down by category. We expect that your firm will maintain back up documentation for all expenses for our review as may be necessary. In the event that your firm forwards invoices for certain expenses to be paid directly the Hudson County Counsel, we expect such invoices to be accompanied by an additional back up documentation and a letter explaining the purpose of such expense.

In addition, in order to allow us to properly monitor your firm's ongoing services, we request that your firm work with us to create quarterly (or some other specified time period) budgets describing the services that your firm anticipates will be performed during each upcoming quarter. Such budgets should include a breakdown of the estimated number of hours and fees for each attorney who will be working on this matter.

We reserve the right to audit your firm's bills or to employ an auditing or other firm to do so. Your firm will make available in connection with any such audit any documents which may be reasonably necessary to enable a meaningful audit to be performed).

Billing and payment shall be in accordance with the standard procedures of the Fund. The Fund shall not be liable for any delays in payment. If, at any time, the Attorney is asked by the Fund or any of its representatives to perform work which the Attorney feels would entitle it to compensation in excess of the above-mentioned hourly maximum compensation or work not stated in the proposal, the Attorney shall immediately notify the Fund in writing. The Attorney will not perform said additional services until it has received a written change order to this agreement authorizing the work to be performed and stating the additional compensation, if any. The Fund will not compensate the Attorney for the cost of any additional work unless such change order has been executed.

5. Fund Responsibility

The Fund will fully cooperate with the Attorney and provide all information relevant to the issues involved in assigned matters.

6. Involvement of the Hudson County Counsel's Office

We expect to be kept closely involved with the progress of your firm's services in this matter. Your firm will keep us apprized of all material developments in this matter, and, in the case of litigation or administrative proceedings, provide sufficient notice to us to enable a responsible County attorney to attend meetings, discovery proceedings and conferences, hearings and other proceedings. A copy of all correspondence in the course of your firm's services should be forwarded to the Hudson County Counsel's Office. Copies of all internal memoranda and other attorney work product should be forwarded as well.

During the course of your engagement, **Alberico De Pierro** will have primary responsibility for working with you. That attorney will also have authority to communicate to you whatever approvals may be required for decisions affecting our interests.

There may be times when your firm will need to obtain information from the Hudson County Counsel's Office, documents or information from past and/or current employees. All requests for access to documents, employees, or other information shall be made to the Hudson County Counsel's Office. At the conclusion of this matter, all documents obtained from our files shall be returned to the Hudson County Counsel's Office.

7. Competent Services

The Attorney agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the Fund.

8. Termination

We have the right to terminate your firm's engagement by written notice at any time. Your firm has the same right to terminate this engagement, subject to an obligation to give the Hudson County Counsel reasonable notice to permit it to obtain alternative representation or services and subject to applicable ethical provisions. Your firm will be expected to provide reasonable assistance in effecting a transfer of responsibilities to the new firm.

9. Disputes

The laws of the State of New Jersey shall govern the interpretation of this agreement, including all rules or codes of ethics which apply to the provision of services. All disputes

between us arising out of this engagement which cannot be settled shall be resolved through binding arbitration in Hudson County in accordance with the rules for resolution of commercial disputes, then in effect, of the American Arbitration Associations, and judgment upon the award may be entered in any Court having jurisdiction thereof.

10. Trust Money

Any money received by the Attorney is to be placed in its Trust Account and will be placed in a non-interest bearing account unless specific written arrangements are made to the contrary.

11. Insurance; Indemnification

Attorney shall maintain professional liability insurance of at least \$1,000,000.00 per occurrence and shall provide the County with a Certificate of Insurance as evidence of said policies upon execution of this Agreement.

Attorney hereby indemnifies and holds the County harmless from all liability, claims, actions and costs caused solely by the negligent acts or omissions whatever of Attorney, its agents, servants, employees and/or subcontractor, including cost of defense and/or attorney's fees engendered thereby.

12. Affirmative Action

The Attorney acknowledges the Mandatory Affirmative Action Language, P.L. 1975, C.127 (N.J.S.A. 17:27), which is contained in the Qualification Statement, deemed incorporated herein as if attached hereto. Additionally, the Attorney shall have supplied the

Fund, as part of its Qualification Statement, with either:

- a) a copy of its Federal Affirmative Action Plan Letter from the Office of Federal Contract Compliance Programs, or
- b) a Certificate of Employee Information Report issued by the State of New Jersey, or
- c) a Form AA-302 Affirmative Action Employee Information Report, with the return of the executed contract.

If the aforementioned Mandatory Affirmative Action Language is amended or supplemented from time to time, the revised Mandatory Affirmative Action Language shall apply.

13. Non-Discrimination

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

14. Term of Agreement

The term of this Agreement shall be for no more than one (1) year, commencing no earlier than the **1st day of January, 2025** and ending on the **31st day of December, 2025**, unless extended by mutual consent through properly authorized contract.

15. Reservation of Rights

This contract of retention is for you and your firm to represent the person named in this agreement in an individual capacity. Allegations are made against the individual of conduct which could be determined by a fact finder to have been done intentionally, willfully, maliciously, and which could be outside the scope of conduct or duties authorized by the County or beyond the scope of his employment.

Because of this a potential conflict exists between the County as the employer and the individual as an employee. It is for this reason that individual counsel is being retained. The County will provide this defense and pay for the defense; however, the County also reserves the right in the defense of this matter not to pay any judgment that may be entered. If it is found by a factfinder that the individual conducted himself in a way that did not arise out of and was not directly related to the lawful exercise of police powers or in furtherance of his official duties, or that was outside the scope of his authority, beyond the scope of his employment, or which was willful, intentional, malicious, and as otherwise described as uncovered conduct in the New Jersey Tort Claims Act, including, but not limited to, N.J.S.A. 59:10-1; 59:10-2; 59:10-4; 59:2-2, 59:2-10 and 59:3-14 the County shall not be responsible to pay the judgment. We understand that you will further advise the individual client of this Reservation of Rights and confirm that they understand this Reservation and recommend that they consult with personal independent counsel at their own expense with respect to this.

IN WITNESS, WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

Please review this agreement carefully, and if you have any questions concerning the foregoing conditions, do not hesitate to contact me. If this agreement is acceptable to you, please acknowledge that you have reviewed it, understand it, and desire to represent the Hudson County Counsel's Office on the basis of the terms of this letter by signing and delivering to me the enclosed copy. We recommend that you keep a copy of this letter in your file.

Hudson County Insurance Fund Commission

By: _____

David B. Drumeler, Esq.
Deputy County Administrator/Commissioner

Rainone Coughlin Minchello

By: _____

David L. Minchello, Esq.

4/9/2025