

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated March 14th 2024, is made between the County of Mercer, Office of the Mercer County Executive, 640 South Broad Street, Trenton, New Jersey 08650-0068, referred to as "County", and Rainone Coughlin Minchello, 55 U.S. 1 South, Suite 440, Iselin, NJ 08830 referred to as "the Firm".

1. **LEGAL SERVICES TO BE PROVIDED:** The Firm agrees that it will represent Mercer County Clerk Paula Sollami Covello in the United States District Court litigation captioned Andy Kim, et al. v. Hanlon, et al., Case No. 24-cv-1098. The term of this Agreement shall be for one (1) year, March 1, 2024 through February 28, 2025.

The legal work includes, if necessary, all court appearances, administrative proceedings, conferences, closings, negotiations, meetings, research, investigation, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation and related work including opinion letters.

2. **ADDITIONAL LEGAL SERVICES:** if the County needs any other services which are not related to the above matter(s), the parties may enter into a new agreement to provide the other services; otherwise, the rates set forth in this Agreement shall govern.

3. **LEGAL FEES:** The Firm cannot predict or guarantee what its final bill will be. This will depend on the amount of time spent on the County's case(s) and the amount of other expenses. However, in any event said billing shall not exceed the amount of \$17,500.00. In the event it is anticipated that the billing will exceed the stated amount, an Amendatory Agreement and Resolution will be required to be presented to the Mercer County Board of Commissioners for approval prior to exceeding the foregoing amount.

A. **HOURLY RATE:** The County agrees to pay The Firm for legal services at the following hourly rate for service of all attorneys and para-professionals. These rates may change from time to time if The Firm's regular billing rate changes. The County will be given at least thirty (30) days notice of any change in rate.

Partner.....	\$195.00
Of Counsel.....	\$195.00
Associate.....	\$195.00

B. **ALL SERVICES WILL BE BILLED:** The County will be billed at the hourly rates set forth in paragraph 3A for all services rendered. This includes telephone calls (minimum charge of six (6) minutes), dictating and reviewing letters, legal research, preparation of pleadings and documents, negotiations and any other service related to this matter, as

required.

4. **COSTS AND EXPENSES:** In addition to legal fees, the County must pay the following costs and expenses if they become necessary. Experts' fees, court costs, filing fees, recording fees, accountants' fees, appraisers' fees, service fees, investigator fees, computerized legal research costs, deposition costs, messenger services, delivery charges, photocopying and supply charges, postage, facsimile, telephone costs, secretarial overtime, if necessary, and any other necessary costs and expenses in this matter. Expert fees will be discussed with and approved by the County prior to being incurred. The Firm may require that expert(s) be retained directly by the County. The County would then be solely responsible to pay the expert(s).

5. **STATEMENTS:** The Firm will send the County summary statements on a monthly basis. An itemized statement identifying each attorney activity by date, attorney and time expended will be made available to the County upon request. The Firm may require that costs and expenses (see paragraph 4) be paid in advance. All other statements for costs and legal expenses are due upon receipt. Each statement sets forth the services performed, the time expended and date performed.

6. **RETENTION OF THE ENTIRE FIRM:** The County has retained the entire law firm. While one attorney shall be primarily responsible for the County's case(s) and will directly supervise all aspects of it, Firm reserve the right to assign certain portions of the work in representing County to other attorneys within the Firm.

7. **THE COUNTY'S RESPONSIBILITY:** The County must fully cooperate with the Firm and provide all information relevant to the issues involved in County matters. The County must also pay all statements as required by this Agreement. The County can reduce the County legal fees substantially by complying with the Firm(s) requests for information on a timely basis and in an organized form. If the County does not comply with these requirements, the Firm may withdraw from representing the County consistent with the Firm's ethical obligations to the County, at which time the County will pay the Firm the full amount owed to the Firm.

8. **TERMINATION:** The County is free to obtain a new attorney at any time. In such event the County will notify the Firm in writing of the County's desire to obtain a new attorney as soon as possible. The County will pay the Firm what the County owe's up to the time of that written notice. The Firm will forward a copy of the County file(s) to the attorney of the County's choice. The County or the County's new attorney will be responsible for the costs of such duplication of the County's file. If permission from a Court is required to affect a transfer of the County's new attorney, he or she shall have the responsibility for obtaining that permission.

9. **FEE ARBITRATION:** In the event of any fee dispute with the County, the County will have the option to refer the matter to the appropriate Fee Arbitration Committee established by the New Jersey Supreme Court. If the County elects to pursue the fee dispute through fee arbitration, the Firm will provide the County with the applicable court rules for submission to fee

arbitration upon the County's request.

10. NO GUARANTEE: The Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the County. The Firm's goal is the best net result for the County, taking the Firm's fees and the County's costs into consideration. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, the Firm cannot and does not warrant, predict or guarantee results or the final outcome of any case or matter.

11. REIMBURSEMENT FOR FEES: If the nature of the County's case(s) or matter(s) seeks reimbursement from another party, insurer, or entity for the County's legal fees, the Firm shall endeavor to obtain such reimbursement for the County. Such efforts, however, will in no way diminish the County's primary responsibility to pay such fees and costs.

12. SIGNATURES: All Parties have read and agree to this Agreement. The Parties have answered all questions and fully explained this Agreement to each other's complete satisfaction. All Parties have been given a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year aforesaid.

RAINONE COUGHLIN MINCHELLO

By: 

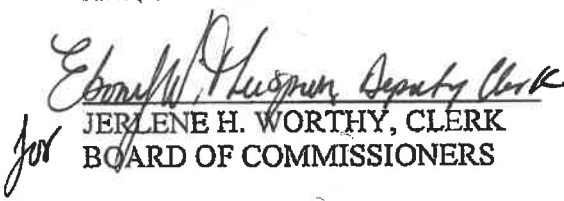
DAVID L. MINCHELLO, ESQ.

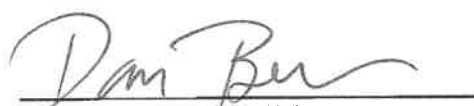
Witness:



Attest:

COUNTY OF MERCER


JERLENE H. WORTHY, CLERK
BOARD OF COMMISSIONERS


DANIEL R. BENSON
MERCER COUNTY EXECUTIVE

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO THE AGREEMENT, dated the _____ day of _____, 2024, between the County of Mercer, a body politic of the State of New Jersey, with principal offices located at 640 South Broad Street, Trenton, New Jersey 08650 (hereinafter referred to as "COUNTY"), and Rainone Coughlin Minchello, 555 Route 1 South, Iselin, NJ 08830 (hereinafter referred to as ("LAW FIRM")).

WITNESSETH:

WHEREAS, pursuant to Resolution No. 2024-154, as adopted on March 14, 2024, a Professional Services Agreement was entered into between the COUNTY and LAW FIRM wherein LAW FIRM would provide legal services with respect to certain litigation entitled Andy Kim et al. v. Hanlon, et al., Civil Action No. 24-cv-1098, United States District Court, at a cost not to exceed \$17,500; and.

WHEREAS, increased activity in the litigation has resulted in a corresponding increase in the legal services necessarily being provided by LAW FIRM to protect and advance the COUNTY'S interests; and,

WHEREAS, it is necessary to amend the parties' Professional Services Agreement so as to increase the not to exceed figure for said services;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. The parties agree to amend the terms of the Professional Services Agreement to increase the not to exceed amount to \$100,000.00.

2. All other terms of the Professional Services Agreement shall remain in full force and effect.

3. In the event of any conflict between the terms of this Amendment No. 1 and the Professional Services Agreement, the terms of this Amendment shall control.

4. The laws of the State of New Jersey shall control this Amendment.

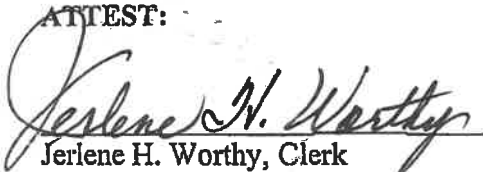
5. This Amendment can only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year aforesaid.

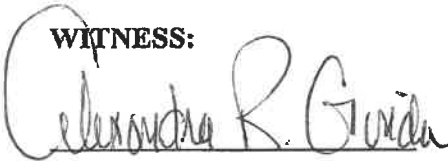
COUNTY OF MERCER


Daniel R. Benson
Mercer County Executive

ATTEST:


Jerlene H. Worthy, Clerk
Board of Commissioners

WITNESS:



RAINONE COUGHLIN MINCHELLO


David L. Minchello, Esq.