

MONROE TOWNSHIP, MIDDLESEX COUNTY

RESOLUTION NO.: R-12-2023-305

RESOLUTION OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING THE AWARD OF A CONTRACT TO LOUIS RAINONE,
WITH THE FIRM RAINONE, COUGHLIN, MINCHELLO P.C.
AS TOWNSHIP UTILITY DEPARTMENT ATTORNEY FOR CALENDAR YEAR 2024

WHEREAS, on November 28, 2023, in accordance with N.J.S.A. 40A:11-1 et seq., the Township of Monroe solicited Statements of Qualifications for ID# 24-28 – TOWNSHIP UTILITY DEPARTMENT ATTORNEY, for various legal professional services required by the Township Utility Department (“M.T.U.D.”) for Calendar Year 2024; and

WHEREAS, Louis Rainone and Rainone, Coughlin, Minchello, P.C. and other attorneys within the firm, satisfy the established criteria for said professional legal services; and

WHEREAS, after consulting with the M.T.U.D. Director, the Business Administrator, by copy of a letter dated December 1, 2023, has recommended the Council approval and award of a professional service contract to Louis Rainone and Rainone, Coughlin, Minchello P.C. in accordance with the hourly rates and fees outlined within the attached Agreement, a copy of which is attached hereto as Exhibit “B”; and

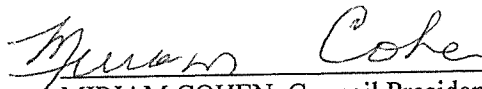
WHEREAS, legal fees shall not exceed \$76,500.00 per year; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, the Certified Municipal Finance Officer has certified the availability of funds for, for the Utility Department, in Certificate No. M-230028, a copy of which is attached hereto as Exhibit “A”; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe, County of Middlesex, State of New Jersey as follows:

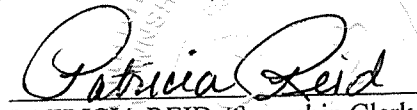
- (1) The Mayor and Township Clerk are hereby authorized to enter into a one (1) year professional service contract with Louis Rainone and Rainone, Coughlin, Minchello P.C., 1 Woodbridge Center, Suite 515, Woodbridge Twp., N.J. 07095, commencing January 1, 2024;
- (2) The certified Municipal Finance Officer is hereby authorized and directed to pay invoices for services rendered by Louis Rainone and Rainone, Coughlin, Minchello P.C. in accordance with the attached agreement;
- (3) The contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contract Law;
- (4) This contract is awarded with the stipulation that Louis Rainone and Rainone, Coughlin, Minchello P.C., shall include the mandatory Affirmative Action language pursuant to N.J.S.A. 10:5-31, and shall submit to the Monroe Township Utility Department any appropriate Affirmative Action documents within the time period prescribed by law;
- (5) A notice of this action will be printed once in the Home News Tribune.

SO RESOLVED, as aforesaid.


MIRIAM COHEN, Council President

CERTIFICATION

I hereby certify the foregoing Resolution to be a true and exact copy of a Resolution adopted by the Monroe Township Council at its meeting held on December 20, 2023.


PATRICIA REID, Township Clerk

Certification Of Availability of Funds

This is to certify to the Township Mayor and Council
of the Township of Monroe
that funds for the following resolutions are available.

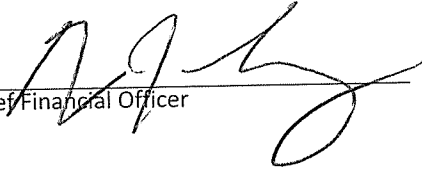
Contract Amount: 76,500.00
Resolution Date: 12/20/23
Resolution Number: R12-2023-305

Vendor: RAINO005 RAINONE,COUGHLIN,MINCHELLO PC
555 US HIGHWAY ONE SOUTH
SUITE 440
ISELIN, NJ 08830
Contract: M-230028 RAINONE '24 UTIL DEPT ATTORNEY

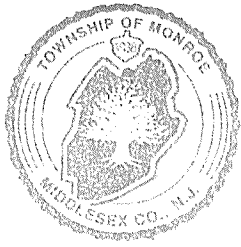
Account Number	Amount	Account Description
4-07-55-502-001-207	76,500.00	Legal Services

Total: 76,500.00

Only amounts for the 2024 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



Township of Monroe

County of Middlesex

ALAN M. WEINBERG
Business Administrator

ADMINISTRATIVE OFFICES:
Municipal Complex
1 Municipal Plaza
Monroe Township, NJ 08831
(732) 521-4400
(732) 521-5659 FAX

TO: Stephen Dalina, Mayor

FROM: Alan M. Weinberg, Business Administrator

DATE: December 1, 2023

SUBJECT: Professional Services Contract Award Recommendations

As you know, in accordance with N.J.S.A. 19:44A-20.5 and the Fair and Open Process requirements, we advertised for RFQ's in The Home News Tribune and on the website on October 27, 2023 for various professional services that are required by the Township in 2024. The opening of RFQ's was closed on November 28, 2023 at 10:00 am.

There were three (3) respondent for the Township Utility Department Attorney -- Rainone Coughlin Minchello, Antonelli Kantor, and Edward Testino.

As a result, I recommend that you and the Council approve and award this contract to Louis N. Rainone, Esq of Rainone, Coughlin, Minchello, LLC as Township Utility Department Attorney. The proposed 2024 rates are provided in the proposed contract.

CC: Township Council
Patricia Reid, Township Clerk
George Lang, CMFO
Tim Stoessler, MTUD Purchasing Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 5th day of February, 2024, between, **THE TOWNSHIP OF MONROE**, a municipal corporation of the State of New Jersey with offices located at 1 Municipal Plaza, Monroe, New Jersey, (hereinafter, "Client") and **LOUIS N. RAINONE, ESQ.** of the firm of **RAINONE COUGHLIN MINCHELLO, LLC**, a Limited Liability Corporation of the State of New Jersey with offices located at 555 U.S. Highway One South, Suite 440, Iselin, New Jersey (collectively, "RCM"),

WITNESSETH:

WHEREAS, The **TOWNSHIP OF MONROE** **REQUIRES** the services of an Attorney to act as Counsel to the Monroe Township Utilities Division; and

WHEREAS, **LOUIS N. RAINONE, ESQ. of RAINONE COUGHLIN MINCHELLO, LLC** is capable of and willing to perform such services; and

WHEREAS, it is the intention of the parties to this Agreement that neither the firm of **RAINONE COUGHLIN MINCHELLO, LLC** nor its attorneys be considered an employee of the **TOWNSHIP OF MONROE**, 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.** **LOUIS N. RAINONE, ESQ.** agrees to provide all of the necessary and proper legal services as required by **THE TOWNSHIP OF MONROE** to perform the duties and obligations of Counsel to the Monroe Township Utilities Division and as may be assigned by **THE TOWNSHIP OF MONROE** (collectively, the "Legal Services"), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner. **LOUIS N. RAINONE, ESQ.** may perform the Legal Services personally or may delegate performance to any other licensed attorneys at the firm, and all such Legal Services shall be performed under his/her supervision.

2. **COMPENSATION.**

As Counsel to the Monroe Township Utilities Division, the Firm shall receive compensation at a rate of \$195.00 per hour for all services provided, not to exceed \$76,500 annually.

The Township shall also be responsible for expenses for expert or other testimony or evidence, costs of printing, transcripts, filing fees and all other disbursements and expenses incurred by the Firm.

3. **TERM OF AGREEMENT.** Legal Services under this Agreement shall be performed for the period commencing on January 1, 2024 and ending on December 31, 2024.

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 OF MONROE** 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 OF MONROE** 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 and submit proof of coverage to **THE TOWNSHIP OF MONROE**.

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. 19:44-A-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.

8. **APPROVING RESOLUTION INCORPORATED.**

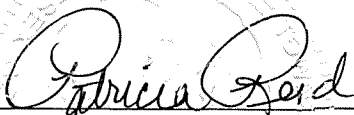
This Agreement is subject to the approval, by resolution, of **THE TOWNSHIP OF MONROE** is hereby incorporated herein by reference, as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the

day and year first above written.

ATTEST:

TOWNSHIP OF MONROE



Patricia Reid, Township Clerk



Stephen Dalina, Mayor

Date: 1/8/2024

RAINONE COUGHLIN MINCHELLO, LLC

Date: 2/5/2024



Louis N. Rainone, Esq.