

MONROE TOWNSHIP, MIDDLESEX COUNTY

RESOLUTION NO.: R-12-2023-291

RESOLUTION OF THE MONROE TOWNSHIP COUNCIL
AUTHORIZING AWARD OF CONTRACT
TO LOUIS RAINONE, ESQ. WITH THE FIRM RAINONE, COUGHLIN, MINCHELLO
AS TOWNSHIP ATTORNEY IN CONNECTION WITH GENERAL LEGAL SERVICES
FOR THE TOWNSHIP OF MONROE 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, in the County of Middlesex, has solicited resumes' setting forth qualifications for ID # 24-1 – TOWNSHIP ATTORNEY- GENERAL LEGAL, for various legal professional services required by the Township for Calendar Year 2024; and

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

WHEREAS, the Township Business Administrator, by copy of letter dated December 1, 2023, has recommended Council approval and award of a professional service contract to Louis Rainone, Esq. and Rainone, Coughlin, Minchello in accordance with the hourly rates and fees outlined within the attached Agreement; and

WHEREAS, Township Attorney shall be paid **\$27,347.00 annually**; and

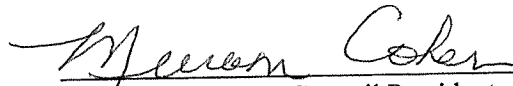
WHEREAS, the General legal fees shall not exceed **\$420,000.00 per year**; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, the Certified Municipal Finance Officer has certified the availability of funds in Certificate Nos. C-3400007 and C-3400008, copies of which are attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe, County of Middlesex and 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, Esq., with the firm Rainone, Coughlin, Minchello in accordance with the proposal attached hereto as Exhibit "B" commencing January 1, 2024;
- (2) The Certified Municipal Finance Officer is hereby authorized and directed to pay invoices for services rendered by Louis Rainone, Esq., with the firm Rainone, Coughlin, Minchello, 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 Contracts Law because the contract is for a service performed by persons authorized by law to practice a recognized profession that is regulated by law;
- (4) This contract is awarded with the stipulation that Louis Rainone, Esq., with the firm Rainone, Coughlin, Minchello, shall include mandatory Affirmative Action language pursuant to N.J.S.A. 10:5-31 and shall submit to the Township of Monroe any appropriate Affirmative Action documents within the time period prescribed by law.
- (5) A notice of this action shall 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

AGREEMENT FOR PROFESSIONAL SERVICES

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: 27,347.00
Resolution Date: 12/20/23
Resolution Number: R12-2023-291



Vendor: RAINO005 RAINONE, COUGHLIN, MINCHELLO PC
555 US HIGHWAY ONE SOUTH
SUITE 440
ISELIN, NJ 08830

Contract: C2400007 2024 DIRECTOR OF LAW NOT TO
EXCEED \$27,347.00

Account Number	Amount	Department Description
4-01-20-155-000-223	27,347.00	TOWNSHIP ATTORNEY

Total: 27,347.00



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

Chief Financial Officer



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: 420,000.00
Resolution Date: 12/20/23
Resolution Number: R12-2023-291

Vendor: RAINO005 RAINONE, COUGHLIN, MINCHELLO PC
555 US HIGHWAY ONE SOUTH
SUITE 440
ISELIN, NJ 08830

Contract: C2400008 2024 GENERAL LEGAL SERVICES

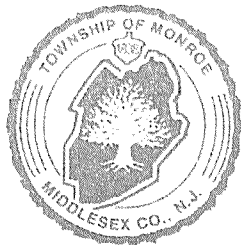
Account Number	Amount	Department Description
4-01-20-155-000-223	105,000.00	TOWNSHIP ATTORNEY

Total: 105,000.00

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 at 10:00 am.

There were three (3) respondents for the Township Attorney – Rainone Coughlin Minchello, LLC., Edward Testino and Armando Riccio.

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 Attorney. The proposed 2024 rates are provided in the proposed contract.

CC: Township Council
Patricia Reid, Township Clerk
George Lang, CMFO

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.

WITNESSETH:

WHEREAS, The **TOWNSHIP OF MONROE REQUIRES** the services of an Attorney to act as Township Attorney; 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 Township Attorney 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 Director of the Department of Law, Township Attorney shall receive annual compensation of \$27,347 for the attendance at Council meetings and any Special Council meetings.

For all additional services rendered by the Township Attorney or rendered by the Firm, RCM, compensation at a rate of \$195.00 per hour for all services provided, not to exceed \$420,000.00 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. **EXTRAORDINARY SERVICES**

When in the opinion of the Township, a matter that the Township Attorney and/or the firm is called upon to handle is extraordinary in complexity, scope, damages exposure or cost, the Township Attorney,

and/or the Firm shall, before proceeding with that matter, provide a summary of the nature of the matter, its status, the anticipated time to be incurred in pursuing the matter, the estimated cost and the damages claimed.

Authorization to undertake such matter shall be in the form of a resolution adopted by the Township Council authorizing the Township Attorney and/or the firm to handle the matter and to bill it separately at a rate of \$195.00 per hour calculated in one tenths of an hour increments.

4. **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.

5. **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. Louis N. Rainone, Esq. and Rainone Coughlin Minchello, LLC shall make 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.

6. **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**.

7. **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** acknowledge 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 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:

TOWNSHIP OF MONROE


Patricia Reid, Township Clerk


Stephen Dalina, Mayor

Date: 1/8/2024

RAINONE COUGHLIN MINCHELLO, LLC




Louis N. Rainone, Esq.

Date: 3/2/25