

OPRA

CLERK / FINANCE

From: Charlie Kratovil <opra+request-75530-a11ceb17@requests.opramachine.com>
Sent: Tuesday, April 29, 2025 4:26 PM
To: OPRA
Subject: OPRA request - Rainone Coughlin Minchello 2024 Contract and Invoices

Dear Scotch Plains Township,



Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-5(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

1) all signed contract(s) for Rainone Coughlin Minchello (RCM) in effect during 2024.

2) all bills/invoices received from the above firm for work done during 2024

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Charlie Kratovil

Explanation: Resolution Authorizing the Award of Contract Township Attorney - Rainone Coughlin Minchello.

TOWNSHIP OF SCOTCH PLAINS

RESOLUTION NO. 2024-20

WHEREAS, the Township of Scotch Plains will require the services of a Township Attorney during 2024; and

WHEREAS, the Township Council of the Township of Scotch Plains adopted a resolution on January 10, 2006, pursuant to N.J.S.A. 19:44A-20.4, et. seq., known as the "New Jersey Campaign Contributions and Expenditures Reporting Act"; which established a fair and open process for the award of certain contracts with a value in excess of \$17,500.00 per year, where those contracts are not subject to public bidding or competitive contracting under the New Jersey Public Contracts Law; and

WHEREAS, Requests for Qualifications were received on November 17, 2023;

WHEREAS, the Township Manager and the Township Clerk have received and opened the proposals in public and the Township Council evaluated any proposal on the basis of being the most advantageous to the Township of Scotch Plains, price and other factors being considered; and

WHEREAS, the evaluation considered, as to each proposal:

- 1) Experience and reputation in the field;
- 2) Knowledge of the Township of Scotch Plains and the subject matter to be addressed under the contract;
- 3) Availability to accommodate any required meetings;
- 4) Compensation proposal; and

WHEREAS, Rainone Coughlin Minchello has submitted a proposal indicating they will provide the 2024 Township Attorney Services, in an amount not to exceed \$125,000.00 General Services and \$50,000.00 Litigation; and

WHEREAS, the maximum amount of the contract is \$175,000.00; and funds will be available in the 2024 Budget as evidenced by the Chief Financial Officer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, funds have been certified for this position by the Chief Financial Officer of the Township of Scotch Plains, as follows:

- 1) Rainone Coughlin Minchello, 555 US Highway One South, Suite 440 Iselin, NJ 08830 is hereby appointed as Township Attorney for the year 2024.
- 2) A copy of this Resolution shall be published in an official newspaper as required by law within ten (10) days of its passage.

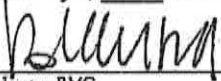
Dated: January 2, 2024

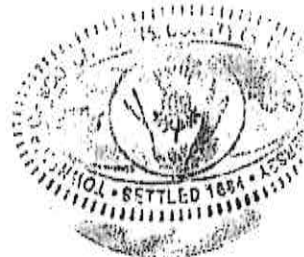
RECORD OF VOTE

COUNCILMEMBER	YES	NO	NV	AB	COUNCILMEMBER	YES	NO	NV	AB
ADAMS	X				ZIMMERMAN	X			
STAMLER	X				MAYOR LOSARDO	X			
WHITE	X				COMMENT				
MOTION	ZIMMERMAN				SECOND	STAMLER			
X-INDICATES VOTE AB-ABSENT NV-NOT VOTING									

Certified copy of a resolution adopted
at a regular meeting of the Township
Council of the Township of Scotch Plains,
Union County, New Jersey on

January 2, 2024


Borona Lucina, RMC
Municipal Clerk



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 17th day of January, 2024, between **THE TOWNSHIP OF SCOTCH PLAINS**, a municipal corporation of the State of New Jersey with offices located at 430 Park Avenue, Scotch Plains, New Jersey (hereinafter "Client") and the firm of **RAINONE COUGHLIN MINCHELLO, LLC**, a limited liability company of the State of New Jersey with offices located at 555 U.S. Highway 1 South, Suite 440, Iselin, New Jersey 08830 (hereinafter "RCM").

WITNESSETH:

WHEREAS, the Township of Scotch Plains requires Township Attorney services; and

WHEREAS, Rainone Coughlin Minchello, LLC is capable of and will 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 Scotch Plains, 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.** Rainone Coughlin Minchello, LLC agrees to provide all of the necessary and proper legal services as required by the Township of Scotch Plains to perform the duties and obligations to provide legal services and as may be assigned by The Township of Scotch Plains (collectively, the "Legal Services"), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner.

2. **COMPENSATION.** **Hourly Billing Rate** – All legal services shall be billed by RCM at an hourly rate of \$170.00 per hour for attorneys and \$120.00 per hour for paralegals, along with reimbursement of agreed up costs. These services include, but are not limited to, any and all

activities performed on litigated matters (i.e., cases filed in State, Federal or Administrative Law Courts); any and all activities performed with regard to duties as Township Attorney; any and all activities performed in at the request of the Mayor and Council.

3. **TERM OF AGREEMENT.** Legal Services under this Agreement shall be performed for the period commencing on January 1, 2024 and ending 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 Scotch Plains 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 Scotch Plains 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 \$1,000,000.00 and submit proof of coverage to the Township of Scotch Plains.

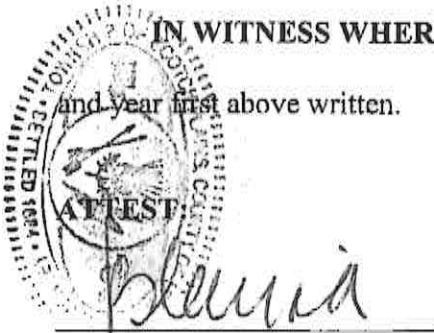
6. **AFFIRMATIVE ACTION.** The parties to this contract agree to incorporate into this contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees 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,

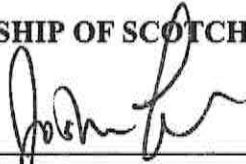
c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Section 5.3.

7. **APPROVING RESOLUTION INCORPORATION.** This Agreement is subject to the approval, by resolution, of the Township of Scotch Plains and is hereby incorporated herein by reference as if set forth at length.

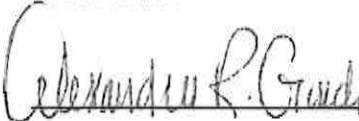
IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and year first above written.



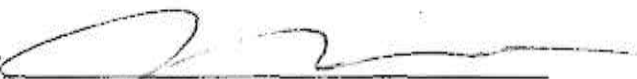
TOWNSHIP OF SCOTCH PLAINS

By: 
Name: **Joshua Losardo**
Title: **Mayor**

WITNESS:



RAINONE COUGHLIN MINCHELLO, LLC

By: 
David L. Minchello, Esq.

Explanation: Resolution Authorizing the Award of Contract for Labor Relations Attorney - Rainone Coughlin Minchello .

TOWNSHIP OF SCOTCH PLAINS

RESOLUTION NO. 2024-31

WHEREAS, the Township of Scotch Plains will require the services of a Township Labor Relations Attorney during 2024; and

WHEREAS, the Township Council of the Township of Scotch Plains adopted a resolution on January 10, 2006, pursuant to N.J.S.A. 19:44A-20.4, et. seq., known as the "New Jersey Campaign Contributions and Expenditures Reporting Act"; which established a fair and open process for the award of certain contracts with a value in excess of \$17,500.00 per year, where those contracts are not subject to public bidding or competitive contracting under the New Jersey Public Contracts Law; and

WHEREAS, Requests for Qualifications were received on November 17, 2023;

WHEREAS, the Township Manager and the Township Clerk have received and opened the proposals in public and the Township Council evaluated any proposal on the basis of being the most advantageous to the Township of Scotch Plains, price and other factors being considered; and

WHEREAS, the evaluation considered, as to each proposal:

- 1) Experience and reputation in the field;
- 2) Knowledge of the Township of Scotch Plains and the subject matter to be addressed under the contract;
- 3) Availability to accommodate any required meetings;
- 4) Compensation proposal; and

WHEREAS, Rainone Coughlin Minchello has submitted a proposal indicating they will provide the 2024 Township Labor Relations Attorney Services, in an amount not to exceed \$40,000.00; and

WHEREAS, the maximum amount of the contract is \$40,000.00; and funds will be available in the 2024 Budget as evidenced by the Chief Financial Officer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, funds have been certified for this position by the Chief Financial Officer of the Township of Scotch Plains, as follows:

- 1) Rainone Coughlin Minchello, 555 US Highway One South, Suite 440, Iselin NJ 08830 is hereby appointed as Labor Relations Attorney for the year 2024.
- 2) A copy of this Resolution shall be published in an official newspaper as required by law within ten (10) days of its passage.

Dated: January 2, 2024

RECORD OF VOTE

COUNCILMEMBER	YES	NO	NV	AB	COUNCILMEMBER	YES	NO	NV	AB
ADAMS	X				ZIMMERMAN	X			
STAMLER	X				MAYOR LOSARDO	X			
WHITE	X				COMMENT				
MOTION	ZIMMERMAN				SECOND	STAMLER			
X-INDICATES VOTE AB-ABSENT NV-NOT VOTING									

Certified copy of a resolution adopted
at a regular meeting of the Township
Council of the Township of Scotch Plains,
Union County, New Jersey on

January 2, 2024

Borena Lactao, RMC
Municipal Clerk



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WITNESSETH:

WHEREAS, the Township of Scotch Plains requires Township Labor Relations Attorney services; and

WHEREAS, Rainone Coughlin Minchello, LLC is capable of and will 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 Scotch Plains, but rather as providing legal services under contract.

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

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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.

7. **APPROVING RESOLUTION INCORPORATION.** This Agreement is subject to the approval, by resolution, of the Township of Scotch Plains and is hereby incorporated herein by reference as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and year first above written.



TOWNSHIP OF SCOTCH PLAINS

By: _____

Name: Joshua Losardo
Title: Mayor

WITNESS:

Alexandra R. Grinda

RAINONE COUGHLIN MINCHELLO, LLC

By: _____

David L. Minchello, Esq.