

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE November 7, 2018

NUMBER 321-2018

**TITLE: RESOLUTION AUTHORIZING ADDITIONAL ATTORNEY'S FEES TO BE PAID TO SCARINCI & HOLLENBECK, LLP., IN CALENDAR YEAR 2018 AS SPECIAL COUNSEL WITH REGARD TO VARIOUS LEGAL MATTERS AND LITIGATION REGARDING THE CITY OF ORANGE TOWNSHIP BY AMENDING RESOLUTION Nos. 125-2018 and 200-2018 IN AN AMOUNT NOT TO EXCEED \$70,000.00**

**WHEREAS**, pursuant to Resolution No. 411-2017, adopted on December 19, 2017, Scarinci & Hollenbeck, LLP was, and remains, a law firm authorized to represent the City of Orange Township, its officers and employees; and

**WHEREAS**, pursuant to Resolution Nos. 125-2018 and 200-2018, the City of Orange Township retained Scarinci and Hollenbeck, LLP, and authorized an agreement to provide representation to the City of Orange Township, its officers and employees, to address matters including, but not limited to, litigation and legal issues involving public sector labor law, personnel matters, local governance inquiries, and other municipal matters; and

**WHEREAS**, Resolution Nos 125-2018 and 200-2018 limited the amounts to be paid under the agreement between the City of Orange Township and Scarinci and Hollenbeck, LLP to amounts not to exceed \$50,000.00 and \$100,000.00 respectively; and

**WHEREAS**, it has become apparent that the aggregate amount due under invoices submitted and/or anticipated to be submitted for the legal services to be provided under the agreement will exceed the prior limit imposed by approximately Seventy-Thousand Dollars (\$70,000.00); and

**WHEREAS**, the City of Orange Township has a continuing need for representation with regard to the matters and issues previously set forth in Resolution Nos. 125-2018 and 200-2018; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds which certifies that funds are available in the Department of Law – Account No. 8-01-20-155-000-519.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City Orange Township that **operative clause number one of Resolution Nos. 125-2018 and 200-2018** are hereby amended (changes in italics) as follows:

1. The Mayor and the City Clerk are hereby authorized and directed to execute the attached Agreement, if not previously executed pursuant to Resolution Nos. 125-2018 or 200-2018, and/or to execute any rider or addendum, if necessary, to authorize the additional amount set forth in this resolution to be paid under the attached agreement, which is not to exceed \$70,000.00, but is in addition to the amounts previously authorized by Resolution Nos

125-2018 and 200-2018, with Scarinci and Hollenbeck, LLP. 1100 Valley Brook Avenue, Lyndhurst, New Jersey 07071.

**BE IT FURTHER RESOLVED** that the **amended “not to exceed”** amount is awarded without competitive bidding in accordance with NJSA, 40A:11-5(a) of the Local Public Contracts Law because the services in the field of law required are specialized, and require expertise in employment law generally.

**Adopted:**

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**Joyce L. Lanier**  
City Clerk

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**Kerry J. Coley**  
Council President

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, Joy Lascari, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there will be sufficient funds after the transfer resolution is passed to Contract with:

Vendor Name: Scarinci & Hollenbeck, LLC  
Address: 1100 Valley Brook Avenue  
PO Box 790  
City: Lyndhurst  
State: New Jersey  
Zip Code: 07071-0790

Purpose: Special Counsel for Labor matters

Vendor ID: SCARI015

Fund: Current Fund  
Line Description LAW - Professional Services  
Account Numbers(s): 8-01-20-155-000-519

Blanket PO#: 18-01997

Requisition Number: R8-01957

Amount not to exceed: \$ 70,000.00

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Division Head

Date

  
Chief Financial Officer

10-31-18

Date



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 288  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

SCARINCI & HOLLENBECK LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-865-956/000

SEQUENCE NUMBER:

0075979

ADDRESS:

1100 VALLEY BROOK AVE PO BOX 7  
LYNDHURST NJ 07036-0790

ISSUANCE DATE:

08/23/04

EFFECTIVE DATE:

01/01/88

FORM-BRC(08-01)

*J. L. ...*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant to Ordinance §4-70, et seq.  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Scarinci Hollenbeck LLC

(Contractor)

Has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidate committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant N.J.S.A. 19:44A-3(p), (q) and (r).

Dwane D. Warren, Esq. Mayor	
Hon. Kerry J. Coley	
Hon. Adrienne K. Wooten	
Hon. Tency A. Eason	
Hon. Christopher Jackson	
Hon. Harold J. Johnson	
Hon. Jamie Summers-Johnson	
Hon. Donna K. Williams	

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:


- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

Name of Stock or Shareholder	Home Address
Donald Scarinci	164 Schuyler Road Allendale, NJ 07401
Kenneth J. Hollenbeck	404 Riverside Drive, 10S New York, NY 10027

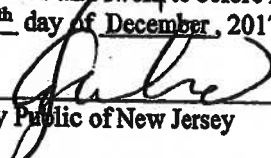
**Part III – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Scarinci Hollenbeck LLC

Signed:  Title: Managing Member

Print Name: Donald Scarinci Date: December 4, 2017

Subscribed and sworn to before me this <u>4<sup>th</sup></u> day of <u>December</u> , 2017.	<u></u> (Affiant)
Notary Public of New Jersey	<u>Donald Scarinci</u> (Print Name & Title of Affiant) (Corporate Seal)

## ***The City of Orange Township***

### ***Agreement for Legal Services***

This Agreement entered into as of the \_\_\_\_\_ day of November, 2018, between:

City of Orange Township,  
29 North Day Street, Orange New Jersey 07050 (“City”)

and

Scarinci & Hollenbeck, LLC,  
One Riverfront Plaza, 4<sup>th</sup> Floor  
Newark, New Jersey 07102, (“Ramon E. Rivera, Esq.”)

Under the terms and conditions as follows:

- 1) The City desires to engage the services of Ramon Rivera, Esq. and his firm Scarinci & Hollenbeck as it pertains to legal needs of the City from time to time.
- 2) Ramon E. Rivera, Esq. and his approve designees shall perform all services as requested by the City including but not limited to labor, employment, personnel and like matters. The City Attorney retains the sole discretion as to the assignment of work to Ramon E. Rivera, Esq.
- 3) Scarinci & Hollenbeck, LLC. shall be compensated by the City for all services rendered at a rate of \$150.00 per hour. Ramon E. Rivera, Esq. shall submit monthly invoices for services rendered. The monthly invoice shall be accompanied by a cover letter setting forth year to date billing.
- 4) Ramon E. Rivera, Esq. shall not be entitled to any other form of remuneration or benefit other than that identified herein.
- 5) Ramon E. Rivera, Esq. shall be required to provide monthly updates. Additional information may be requested by the City Attorney.
- 6) The performance of work under this contract may be terminated by the City whenever the City through its administration determines that the termination is necessary in the best interests of the City. Any such termination shall be effected by delivery to Ramon E. Rivera, Esq. a Notice of Termination which specifies the date upon which the contract is terminated.

- 7) In the event the City does terminate this Agreement, Scarinci & Hollenbeck, LLC. shall be entitled to compensation to the date of the termination.
- 8) Scarinci & Hollenbeck, LLC. shall commence work upon the execution of this Agreement.
- 9) Ramon E. Rivera, Esq. shall maintain private malpractice insurance in the amount of at least \$1,000,000 and provide a copy of same to City.
- 10) This Agreement has an expiration date of December 31, 2018. Any extension of this Agreement must be done in writing and agreed to by the City and Scarinci & Hollenbeck, LLC.

**In Witness Hereof**, the City and Ramon E. Rivera, Esq. have executed this agreement the day and year first written above.

Attest: SCARINCI & HOLLENBECK, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Ramon E. Rivera, Esq.  
A Member of the Firm

Attest: THE CITY OF ORANGE TOWNSHIP

\_\_\_\_\_  
Joyce L. Lanier  
Municipal Clerk

By: \_\_\_\_\_  
Dwayne D. Warren, Mayor

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia Robert Montilus, City Attorney