

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 7, 2020

NUMBER 147-2020

TITLE: A RESOLUTION AUTHORIZING THE SERVICES OF GLUCK WALRATH, LLP, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATTER, “307 WASHINGTON STREET URBAN RENEWAL ASSOCIATES, L.P., ET AL. V. CITY OF ORANGE TOWNSHIP”, COMMENCING APRIL 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of City of Orange Township in connection with litigation, “307 Washington Street Urban Renewal Associates, L.P., et al v. City of Orange Township”; and,

WHEREAS, Resolution No. 128-2020, adopted on March 24, 2020, authorized Gluck Walrath, LLP, to represent the City, its officers and employees; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. authorizes the award of a contract for “Professional Services” without competitive bids, and that said contract itself must be available for public inspection as set forth herein.; 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. 0-01-20-155-000-519.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey, as follows:

1. The Mayor and the City Clerk are hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$35,000.00, with Gluck Walrath, LLP, 428 River View Plaza, Trenton, New Jersey 08611.
2. This contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 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.
3. That the Agreement herein and this resolution is contingent upon certification of funds and appropriate funding to render payment for the services provided herein.

Adopted:

Joyce Lanier
Municipal Clerk

Tency A. Eason
Council President

Vaughn Berchman on behalf of the City Attorney

CITY ATTORNEY

**AGREEMENT TO PROVIDE LEGAL SERVICES IN THE MATTER OF 307
WASHINGTON STREET URBAN RENEWAL ASSOCIATES, L.P., ET AL. V. CITY
OF ORANGE TOWNSHIP**, DOCKET NO. C-240-19

THIS AGREEMENT, made this day of , 2020, by and between the **CITY OF ORANGE TOWNSHIP**, a municipal corporation of the State of New Jersey, having its principal office at 29 North Day Street, Orange, New Jersey 07050 (hereinafter referred to as “City”) and **Gluck Walrath**, 428 River View Plaza, Trenton, New Jersey 08611 (hereinafter referred to as “Counsel”);

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of **City of Orange Township**, is agreeable to perform all the necessary legal matters pursuant to Resolution No. 128-2020 adopted on March 24, 2020 and Counsel is agreeable to perform such legal services for the City, as to such matters.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

1. Gluck Walrath, Esq. is hereby retained as Special Counsel for City of Orange Township for the following matters: Municipal and conflict litigation matters and City legal matters. Counsel shall carry out all responsibilities in regard to such matters. All services shall be performed under the supervision and discretion of the City Attorney.
2. The City of Orange Township agrees to compensate Counsel for such legal services at the hourly rate of \$150.00, not to exceed Twenty Thousand (\$35,000.00) Dollars, as follows:

Payment for services rendered by Counsel shall be due upon presentation of an official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the City as to form and documentation before payment will be made. All statements for services rendered will be presented to the City on a monthly basis and should be received

by the City no later than the last working day of the month following the month for which the services are rendered.

3. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Insurance Fund Commission.
4. Counsel agrees to provide services to the City as an independent contractor. No services will be rendered to the City by Counsel unless authorized by the Insurance Fund Commission.
5. Counsel shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Counsel shall indemnify and hold the City harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder.
6. The failure of the City at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
7. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The term of this Agreement shall be for a period not to exceed one (1) year from the date of this Agreement and Gluck Walrath, LLP, shall continue to serve in all matters assigned to him/her as to this issue prior to the end of the term to their completion.
8. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
9. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
10. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.
11. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

12. During the performance of this Contract, Counsel agrees as follows:
- (a) Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Counsel will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.
 - (b) Counsel agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

CITY OF ORANGE TOWNSHIP

By: _____
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier, Municipal Clerk

GLUCK WALRATH, LLP

By: _____
Gluck Walrath, LLP.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2020 service contract, and the resolution presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2020 Budget, there will be sufficient funds to contract with:

Vendor Name: Gluck-Walrath LLP
Address: 428 River View Plaza

City: Trenton
State: New Jersey
Zip Code: 08611

Purpose: Redevelopment Counsel Services
Vendor ID: GLUCK005

Temporary Budget: \$ 17,500.00
Fund: Current Fund
Line Description LAW-Professional Services
Account Numbers(s): CY'20 0-01-20-155-000-519

The remainder of: \$ 17,500.00
will be provided in
Fund: Current Fund
Line Description LAW-Professional Services
Account Numbers(s): CY'20 0-01-20-155-000-519

Purchase Order Number : 20-00720

Amount not to exceed: \$ 35,000.00

Division Head	Date
	3-20-2020
Chief Financial Officer	Date
