

CITY COUNCIL

The City of Orange Township, New Jersey
288-2020

July 8, 2020

DATE _____

NUMBER _____

TITLE: A RESOLUTION AUTHORIZING THE RETENTION OF JEANETTE CALDERON-ARNOLD, ESQ., TO SERVE AS TAX COUNSEL FOR THE CITY OF ORANGE TOWNSHIP, IN THE AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2020.

WHEREAS, the City of Orange Township is in need of legal counsel specializing in tax appeal cases and other related matters; and

WHEREAS, Resolution No. 125-2020, adopted on March 17, 2020, authorized the law firm of Jeanette Calderon-Arnold, Esq., to represent the City, its officers and employees; 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 Municipal Council of the City of Orange Township, that the Mayor is hereby authorized to enter into an Agreement with the Law Firm of Jeanette Calderon-Arnold, Esq., in an amount not to exceed \$20,000.00.

Adopted:

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

Vaughn Parchment on behalf of the City Attorney

CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2020, by and between the City of Orange Township, herein referred to as the “City” and Jeanette Calderon-Arnold, Esq. herein referred to as “Counsel”;

WITNESS, that in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The City of Orange Township “City”, hereby retains the services of Jeanette Calderon-Arnold, Esq., as “Counsel” to represent the City in connection with real estate tax appeals filed with the Essex County Board of Taxation and Tax Court by either the City of Orange Township or any of its taxpayers.
2. The services to be provided by Counsel shall include but not be limited to the preparations of all pleadings and filings and the filings of reports with the appropriate City Officials as to the status of these proceedings or litigation.
3. Counsel accepts such employment and agrees to render and perform all legal services as necessary and proper and to the extent by the City.
4. It is understood and agreed that Counsel accepts such employment as an independent contractor and that attorneys and staff shall give personal attention to the matters for which Counsel has been retained; and shall, in the performance of such services, use their best skill and ability to protect the rights of the City in said matters, in accordance with Law.
5. The City shall, upon thirty (30) days prior written notice, and based upon good cause related to the performance of Counsel, terminate this Agreement.

In the event that this Agreement is deemed to be terminated, the City shall pay Counsel or those legal services provided or being performed, as of the effective date of termination; which date shall be no less than thirty (30) days from Counsel’s receipt of said Notice, unless otherwise extended by the governing body. Counsel shall submit a voucher conforming the services rendered for which payment is sought. It is understood by and between the parties that Counsel may during the term of this Agreement, withdraw and terminate as attorney for the City from any matter(s) or proceeding(s) which form the subject matter of this contract. In such event, Counsel shall serve written

notice upon the City addressed to the City Attorney. Prior to the effective date of said withdrawal Counsel shall take all necessary steps to protect the interest of the City in any negotiations or litigation, until the City has been able to secure the file of any pending matter or other proceeding upon which Counsel has been delegated to act. Upon such withdrawal, the City shall pay Counsel for any outstanding legal services, in addition to those reasonable expenses and disbursements not having heretofore been paid, prior to the date of termination.

6. Counsel agrees to indemnify and hold the City of Orange harmless for any errors, omissions or negligence on its part. Counsel further agrees to maintain malpractice insurance in an aggregate amount of not less than \$1,000,000.00.

7. For and in consideration of the services to be rendered, the City shall pay Counsel an hourly rate of One Hundred-Fifty (\$150.00) Dollars for in court trials for Tax Court and One Hundred-Ten (\$110.00) Dollars for Tax Appeals in an amount not to exceed Twenty Thousand (\$20,000.00) Dollars. Said bills shall be paid within thirty (30) days of submission to the City.

The billing for and the payment of legal services shall be exclusive of Counsel's disbursements and reasonable expenses, including but not limited to photocopying, postage, secretarial and clerical/paralegal assistant and messenger services, which Counsel may deem expedient and necessary in order to fulfill its legal services on behalf of the City. The City shall reimburse Counsel for the expenses associated and related to the filing of pleadings or recordings of documents, and the above related services in accordance with the terms of this Agreement.

8. In accordance with N.J.S.A. 40A:11-15, this Agreement is effective as of adoption By Resolution of the governing body and will terminate, unless otherwise provided hereinabove, or until such time as the governing body appoints or delegates these legal services to other Counsel.

CITY OF ORANGE TOWNSHIP

By: _____
Dwayne D. Warren
Mayor

ATTEST:

Joyce L. Lanier
City Clerk

Jeanette Calderon-Arnold, Esq.

WITNESS:

Approved as to form and sufficiency:

City Attorney

Contract agreement for the Tax Assessor's Office; Resolution #

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 and bid results or "extraordinary unspecifiable services" without competitive bids for 2020 service contract, resolution presented to the Council for approval, and contingent upon Council approval and inclusion in the Temporary Budget and adopted 2020 Budget, there will be sufficient funds to contract with:

Vendor Name: Jeanette Calderon-Arnold

Address: 165 Clairmont Terr.

City: Orange
State: New Jersey
Zip Code: 07866

Purpose: Tax Counsel

Vendor ID: CALDE010

Fund: Current Fund
Line Description LAW - Professional Services
Account Numbers(s): CY'20 0-01-20-155-000-519 \$ 20,000.00

Blanket PO#: 20-00155

Amount not to exceed: \$ 20,000.00

Division Head

Date

Nile Clements

6/30/2020

Chief Financial Officer

Date

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 17, 2020

(Amended)

NUMBER 125-2020**TITLE:**

A RESOLUTION AUTHORIZING A LIST OF LAW FIRMS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARDS TO TAX APPEAL MATTERS ON AN AS NEEDED BASIS FOR A PERIOD OF NINE (9) MONTHS FROM APRIL 1, 2020 THROUGH DECEMBER 31, 2020.

WHEREAS, on February 6, 2020, the City of Orange Township published Request for Qualifications seeking legal advice and counsels with reference to tax appeal matters before the Essex County Board of Taxation and the State Tax Court arising from assessments of the City of Orange Township; (the "City") and,

WHEREAS, eight (8) law firms submitted resumes in response to the Request for Qualifications; and

WHEREAS, the Qualified Purchasing Agent evaluated the background and experience of each law firm submitting responses to the City's Request for Qualifications; and

WHEREAS, two (2) law firms were rejected due to a conflict of interest from current representation of redevelopers; and

WHEREAS, the law firms rejected are:

1. Chasan, Lamparello, Mallon & Cappuzzo
300 Lighting Way
Suite 200
Secaucus, New Jersey 07094
2. Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road
Suite 204
Parsippany, New Jersey 07054

WHEREAS, the City Attorney approves the law firms:

1. Florio, Kenny & Raval, LLP
125 Chubb Avenue
Suite 310-N
Lyndhurst, New Jersey 07071
2. Eric M. Bernstein & Associates, LLC
34 Mountain Blvd., Building A
Warren, New Jersey 07059

3. Kaufman, Semeraro & Leibman, LLP
Two Executive Drive
Suite 530
Fort Lee, New Jersey 07024

4. The Law Offices of Jeanette Calderon-Arnold
165 Clairmont Terrace
Orange, New Jersey 07050

5. Savo, Schalk, Gillespie, O'Grodnick & Fisher, P.A.
56 East Main Street
Somerville, New Jersey 08876

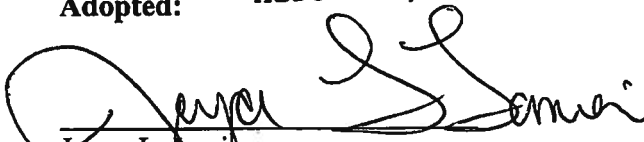
6. Antonielli Kantor, P.C.
1000 Stuyvesant Avenue
Suite 1
Union, New Jersey 07083

WHEREAS, all approved firms have agreed to provide legal services at an hourly rate of \$150.00 per hour; and

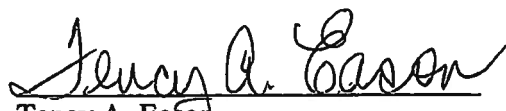
WHEREAS, the City Attorney has determined that the above recommended law firms are qualified to provide the legal services as set forth above.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, that the Mayor is hereby authorized to enter into Agreements with the above recommended law firms as required.

Adopted: **March 24, 2020**



Joyce L. Lanier
City Clerk



Tency A. Eason
Council President

RESOLUTION NO. 125-2020

ON CONSENT AGENDA

REGULAR MEETING— MARCH 24, 2020

MOTION TO ADOPT: Summers-Johnson

SECOND: Wooten

YEAS: Coley, Jackson, Johnson, Jr., Summers-Johnson, Williams, Wooten & Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: None