

CITY COUNCIL

The City of Orange Township, New Jersey

DATE July 8, 2020

NUMBER 290-2020

TITLE: A RESOLUTION AUTHORIZING THE SERVICES OF JOHN H. WATSON, JR., ESQ., 63 WASHINGTON STREET, EAST ORANGE, NEW JERSEY 07017, TO HANDLE CONFLICT WORKERS' COMPENSATION MATTERS IN THE AMOUNT NOT TO EXCEED \$30,000.00 FOR CALENDAR YEAR 2020.

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of the City of Orange Township in connection with conflict workers' compensation cases; and,

WHEREAS, Resolution No. 127-2020, adopted on March 24, 2020, authorized the law firm of John H. Watson, Jr., Esq., 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 competitiven H. Watson, Jr., Esq., has worked for the City of Orange Township in the past on workers' compensation matters; and,

WHEREAS, the City has determined that John H. Watson, Jr., Esq., is the most qualified attorney at this time to serve in the capacity as attorney to handle conflict workers' compensation matters on behalf of the City of Orange Township; and,

WHEREAS, a certification of funds is not required because the payer of this agreement is the City's insurance carrier, PEJIF.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, that the Agreement between the City of Orange Township and John Watson, Jr., Esq., is hereby approved in an amount not to exceed \$30,000.00.

BE IT FURTHER RESOLVED that Mayor Dwayne D. Warren, is hereby authorized and directed to execute the attached Agreement.

Adopted:

Joyce Lanier
City Clerk

Kerry J. Coley
Council President

Vaughn Parchment on behalf of the City attorney

CITY ATTORNEY

AGREEMENT

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 **John H. Watson, Jr., Esq., 63 Washington Street, East Orange, New Jersey 07017** (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. 124-2020 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. John H. Watson, Jr., Esq. is hereby retained as Special Counsel for City of Orange Township for the following matters: worker’s compensation 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 Thirty Thousand (\$30,000.00) 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 John H. Watson, Esq., 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

JOHN H. WATSON, JR., ESQ.

By: _____
George C. Roselle, III, Esq.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney

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

(Amended)

NUMBER 127-2020

TITLE: A RESOLUTION AUTHORIZING A LIST OF LAW FIRMS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARDS TO WORKERS' COMPENSATION MATTERS ON AN AS NEEDED BASIS FOR A PERIOD OF NINE (9) MONTHS FROM APRIL 1, 2020 THROUGH DECEMBER 1, 2020

WHEREAS, on February 6, 2020, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsels to provide legal representation to the City, in connection with Workers' Compensation matters; and

WHEREAS, nine (9) law firms have submitted resumes in response to the Request for Qualifications; and

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

WHEREAS, the law firm rejected is:

1. Chasan, Lamparello, Mallon & Cappuzzo
300 Lighting Way,
Suite 200
Secaucus, New Jersey 07094

WHEREAS, the City Attorney recommends the law firms of:

1. Lamb Kretzer, LLC
110B Meadowlands Parkway, Ste. 201
Secaucus, New Jersey 07094
2. John H. Watson, Jr.
63 Washington Street
Suite 200
East Orange, New Jersey 07017
3. Markman & Cannan LLC
391 Franklin Street
Bloomfield, New Jersey 07003
4. Ehrlich, Petriello, Gudín & Plaza
60 Park Place
Suite 1016
Newark, New Jersey 07102
5. Florio, Kenny & Raval, LLP
125 Chubb Avenue
Suite 310-N
Lyndhurst, New Jersey 07071

6. Eric M. Bernstein & Associates, LLC
34 Mountain Blvd., Building A
Warren, New Jersey 07059
7. Biancamano & DiStefano, P.C.
10 Parsonage Road
Suite 300
Edison, New Jersey 08837
8. Malamut & Associates, LLP
457 Haddonfield Road
Suite 500
Cherry Hill, New Jersey 08002

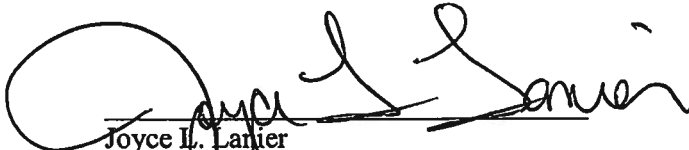
WHEREAS, said firms will only be selected to provide legal services on an as needed basis; and

WHEREAS, all recommended 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; and

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. 127-2020

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