

BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY

AUTHORIZING AWARD OF PROFESSIONAL SERVICE CONTRACT FOR SPECIAL
COUNSEL SERVICES TO THE MURRAY LAW FIRM, LLC

WHEREAS, the Borough of East Newark ("Borough") is presently in need of Special Counsel services; and

WHEREAS, Borough Administrator has solicited a proposal from The Murray Law Firm, LLC with offices located at 67 Church Street, Fair Haven, NJ 07704; and

WHEREAS, after reviewing the proposal, the Borough Administrator recommends the award of contract to Karen A. Murray, Esq. of The Murray Law Firm, LLC for such services for 2024 in an amount of \$160.00 per hour, not to exceed \$17,500; and

WHEREAS, the term of contract will be from January 1, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Borough of East Newark, County of Hudson, State of New Jersey do hereby award a contract to The Murray Law Firm, LLC for Special Counsel services; and

BE IT FURTHER RESOLVED, The Murray Law Firm, LLC's contract shall not exceed \$17,500.00, and shall commence January 1, 2024 and expire December 31, 2024; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer, certifies that funds are available for the appropriation from Current Fund - 04-01-20-155-2150

#

Councilmember	Motion	Second	Ayes	Nays	Abstain	Absent
Diaz			X			
Evaristo	X		X			
Graham		X	X			
Reis			X			
Sheehan			X			
Zincavage			X			

CERTIFICATION

I, Dr. Cosmo A. Cirillo, Borough Clerk of the Borough of East Newark, County of Hudson, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Borough Council at their special meeting held on Thursday, January 25, 2024.



Dr. Cosmo A. Cirillo, RMC
Borough Clerk

PROFESSIONAL SERVICES
AGREEMENT
FOR SPECIAL LEGAL COUNSEL SERVICES

THIS AGREEMENT made and dated the 1st day of February 2024 (the "Agreement"), constitutes an agreement by and between the Borough of East Newark, (the "Borough") located at 34 Sherman Avenue, East Newark, New Jersey 07029 and Karen A. Murray, Esq., (the "Consultant") of the Murray Law Firm, LLC, with offices located at 67 Church Street, Fair Haven, New Jersey 07704 (collectively the "Parties").

WITNESSETH:

WHEREAS, the Borough is a public body corporate and politic of the State of New Jersey; and

WHEREAS, by Resolution # **17-24** ("appointing resolution") on January 25, 2024, the Borough awarded a fair and open professional services contract pursuant to N.J.S.A. 19:44A-20.5, to the Consultant in accordance with a proposal solicitation issued by the Borough for the providing of services of a Special Legal Counsel (the "Services") and the proposal submitted by the Consultant.

NOW, THEREFORE, in consideration of the mutual promises, agreement and covenants made herein, the Borough and the Consultant, each hereby agree to be legally bound by the terms and conditions as follows:

SECTION 1. Term of Agreement. The Term of the Agreement shall be for period of one year beginning January 1, 2024, and terminating on December 31, 2024, unless the Agreement is terminated before expiration as set forth in Section 8.

SECTION 2. Scope of Services. The Consultant shall provide the Services to the Borough as set forth in the appointing resolution and in the Consultant's Proposal. A copy of the appointing resolution and Proposal are attached hereto and made a part hereof this Agreement.

SECTION 3. Representations of Consultant. The Consultant represents the following:

- a.** It has the requisite power, authority, licenses, permits and/or applicable approvals, to execute this Agreement and to perform the Services and obligations set forth in Section 2.
- b.** The person executing this Agreement is fully authorized by the Consultant and the law to do so; and
- c.** It has not received any notice, nor to the best of its knowledge is there any pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, permits or orders, which would materially adversely affect its ability to perform the Services set forth in Section 2.

SECTION 4. Payment by Borough to Consultant for Services to Borough. Bills for Services rendered in relation to Special Legal Counsel services will be presented to the Borough monthly and will be received by the Borough not later than the last working day of the month following the two-month period for which the services are rendered. Payments to Consultant shall not exceed \$17,500.00, payable at an hourly rate of \$160.00 and billed at ten-minute increments. Associated costs are included in the not-to-exceed amount and shall be included in monthly billing as a separate line item.

SECTION 5. Insurance. To the extent set forth, the Consultant shall maintain in full force and effect during the Term of this Agreement, the required insurance coverages to adequately protect the Borough during the Consultant's performance of the Services set forth in this Agreement, including professional liability insurance in a minimum amount of \$1,000,000.00 per incident.

SECTION 6. Affirmative Action. During the Term of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Consultant shall 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, sex, affectional or sexual orientation.

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. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Borough setting forth the provisions of this nondiscrimination clause.

The Consultant shall, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Consultant shall, where applicable, send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Borough advising the labor union or workers' representative of the Company's commitments under the law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant shall comply with the regulations promulgated by the State Treasurer pursuant to P.L.1975, c.127; as amended and supplemented from time to time and the Americans With Disabilities Act.

The Consultant shall attempt in good faith to employ minority and female workers consistent with the applicable employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time or

in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time.

The Consultant shall inform in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate based on age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Consultant shall revise its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Consultant shall review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

SECTION 7.1 Default by Consultant. The Consultant shall be in Default under this Agreement, if any or a combination of any of the following occurs:

- (I) The Consultant fails to perform the Services as set forth in Section 2;
- (ii) The Consultant makes any representation or warranty with respect to this Agreement which the Consultant knows or should have known to be false or inaccurate when made;
- (iii) The Consultant voluntarily files a petition in bankruptcy and an action to withdraw such petition is not filed within thirty (30) days thereafter; or
- (iv) An involuntary petition in bankruptcy is filed against the Consultant which petition is not withdrawn or dismissed within ninety (90) days thereafter.

SECTION 7.2 Default by Borough. The Borough shall be in Default under this Agreement for failure to make any payment due under Section 4 of this Agreement.

SECTION 7.3 Remedies. In the event of Default, the non-defaulting party shall have the right, unless otherwise provided in this Agreement, to (I) terminate the Agreement upon ten (10) days prior written notice thereof to the defaulting party; (ii) seek remedy in law or equity in a court of competent jurisdiction; and (iii) undertake any combination of the above.

SECTION 8. Termination for Convenience. The Borough shall have the right, in its sole discretion, to terminate this Agreement, or any part thereof during its Term, if the Borough determines that it is in the best interest of the residents of the Borough to terminate this Agreement.

In the event the Borough decides to terminate this Agreement, the Municipality shall provide the Consultant with thirty (30) days prior written notice of its intent to terminate the Agreement. The Consultant shall remain responsible for performing its service obligations under the Agreement up to the effective date of termination and shall remain responsible for payment of its obligation.

SECTION 9. Non-Waiver. The failure of the Borough at any time to enforce its rights hereunder, shall in no manner affect the right of the Borough at a later time to enforce same. No waiver by the Borough of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.

SECTION 10. Assignment and Delegation. The Consultant shall not assign or delegate its performance obligations or any portion thereof under this Agreement, except upon the prior written approval of the Borough, which shall not be unreasonably withheld.

SECTION 11. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

SECTION 12. Independent Contractor. The Consultant is an independent contractor, and the Township shall have no other relationship relating to or arising out of this Agreement.

SECTION 13. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

SECTION 14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Consultant hereby consents to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or the United States District Court, District of New Jersey, as sole venue for any cause of action brought under or arising from the Agreement.

SECTION 15. Entire Agreement. This Agreement constitutes and expresses the complete agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to the Agreement shall be in writing and signed by both Parties.

SECTION 16. Availability of Funds. To the extent required by law, this Agreement is subject to the availability and appropriation annually of the Borough of sufficient funds, provided the Borough shall not unreasonably withhold such availability and appropriation annually.

SECTION 17. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, addressed to the Parties at the addresses set forth in this Agreement.

FOR THE CONSULTANT / LAW FIRM

**The Murray Law Firm, LLC
67 Church Street
Fair Haven, New Jersey 07704
Attn. Karen A. Murray, Esq.**

AND

FOR THE BOROUGH

**Borough of East Newark
34 Sherman Avenue
East Newark, New Jersey 07029
Attn. Cosmo A. Cirillo, Ph.D., Borough Clerk**

WITH COPY TO

**Hardin, Kundla, McKeon & Poletto, Esqs.
673 Morris Avenue
Springfield, New Jersey 07081
Attn. Michael A. Cifelli, Esq.,
East Newark Borough Attorney**

***** The remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, the Borough and the Consultant have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

WITNESS:



Cosmo A. Cirillo, Ph.D., Municipal Clerk

Dated: 4-16-24

BOROUGH OF EAST NEWARK



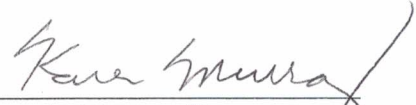
Dina M. Grilo, Mayor

WITNESS:

Ian M Rugg 

Dated: 4-16-24

CONSULTANT /
THE MURRAY LAW FIRM, LLC
SPECIAL LEGAL COUNSEL



Karen A. Murray, Esq.

Dated: April 16, 2024