

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 20-1109-37**

Date of Adoption **NOVEMBER 9, 2020**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **HUDLEY**

SECONDED BY **VICK**

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 19-1112-39 qualified fourteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2019 until October 31, 2020; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township and Officer James T. Dorval in the matter of Leah Payne-Figaro v. Selwyn Perry et als., Docket No. ESX-L-5386-20; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$3,500.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$3,500.00. The billing rate for this contract is \$150.00 per hour.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT				X
FREDERIC, 2ND VICE PRESIDENT	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE November 9, 2020

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]* DATE NOV 9 2020

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐
JUDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
SEC~PB/ZBA ☐ TRAFFIC ☐ ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____



Honorable Tony Vauss
Mayor

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the day of , between the Township of Irvington, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 (hereinafter referred to as "Counsel").

WHEREAS, the Township is in need of the services of outside counsel to provide legal services and/or legal representation in the matter known as Leah Payne-Figaro v. Selwyn Perry, et als, Docket No. ESX-L-5386-20 (hereinafter referred to as the "Legal Matter"); and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the Township of Irvington with legal representation in the above-referenced Legal Matter and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5(1)(a)(i).
2. Counsel shall provide legal representation until the completion of this matter.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of \$3,500. 00 without prior approval of the Township of Irvington Municipal Council. Counsel will cease all activities on the within Legal Matter that have reached their contract limit and will not undertake any further representation without prior written approval of the Township of Irvington Municipal Council. Township Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the Township will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard Township procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed one hundred and fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five (\$75.00) per hour billed in six minute increments. The Township will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the Township. The Township shall also not be charged for the time of Counsel's clerical staff. The Township will not be charged by the firm for the preparation of their monthly reports.
4. **Disbursements.** In addition to its fees, Counsel will be entitled to payment or reimbursement for reasonable out-of-pocket costs and expenses incurred hereunder on the Township's behalf, provided, however, such reimbursements shall be included within the contract maximum amount. Payment for services rendered by third party providers such as expert witnesses, certified shorthand providers, transcripts, title company fees, expert witnesses,

surveyors, arbitrators and mediators shall be advanced by Counsel and reimbursed and charged against the contract maximum amount as hereinabove provided.

5. **Estimates.** Although Counsel will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for Counsel's in-house costs for photocopies at a rate greater than ten cents per copy. Line and usage charges for telephone calls, e-mails, or facsimiles will be at actual cost.

7. **Billing.** Fees and expenses will be billed monthly. The Township shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The Township is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

10. **Waiver of breach.** The waiver by the Township of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

11. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the Township of Irvington.

12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006).

14. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the Township's engagement of Counsel, and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

15. **Authorization Required.** Counsel is required to get prior written approval from the Office of Township Counsel for all settlements of suit; motions to be filed; and depositions to be taken.

16. **Termination.** Upon 30 days' Notice, the Township has the authority to cancel this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:

TOWNSHIP OF IRVINGTON

HAROLD E. WIENER
MUNICIPAL CLERK

By: _____
MAYOR ANTHONY VAUSS

DATE:

DATE:

ATTEST:

Ruderman & Roth, LLC

By: _____

APPROVED AS TO FORM

DATE:

Ramon E. Rivera, Esq.
Township Attorney

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 21-0510-7**

Date of Adoption **MAY 10, 2021**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **BURGESS**

SECONDED BY **HUDLEY**

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 20-1109-32 qualified seventeen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2020 until October 31, 2021; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township of Irvington in the matter of Al-Tarik Moore v. Segundo M. Quito et als, Docket No: ESX-L-002840-21; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY				X	HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT	X			
FREDERIC, 2ND VICE PRESIDENT	X								

PRESIDENT OF COUNCIL *James Burgess* MUNICIPAL CLERK *Harold E. Menier* DATE **MAY 10, 2021**

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *Harold E. Menier*

DATE **5/10/21**



Honorable Tony Vauss
Mayor

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the day of May 2021, between the **Township of Irvington**, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and **Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081** (hereinafter referred to as "Counsel").

WHEREAS, the Township is in need of the services of outside counsel to provide legal services and/or legal representation in the matter venued in Superior Court of New Jersey known as Al-Tarik Moore v. Segundo M. Quito et als, Docket No: ESX-L-002840-21 representing the Township of Irvington (hereinafter referred to as the "Legal Matter"); and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the Township of Irvington with legal representation in the above-referenced Legal Matter and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5(1)(a)(i).
2. The term of this agreement shall be November 1, 2021 through October 31, 2022.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$5,000.00** without prior approval of the Township of Irvington Municipal Council. Counsel will cease all activities on the within Legal Matter that have reached their contract limit and will not undertake any further representation without prior written approval of the Township of Irvington Municipal Council. Township Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the Township will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard Township procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed One hundred Fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five (\$75.00) per hour billed in six minute increments. The Township will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the Township. The Township shall also not be charged for the time of Counsel's clerical staff. The Township will not be charged by the firm for the preparation of their monthly reports.
4. **Disbursements.** In addition to its fees, Counsel will be entitled to payment or reimbursement for reasonable out-of-pocket costs and expenses incurred hereunder on the Township's behalf, provided, however, such reimbursements shall be included within the contract maximum amount. Payment for services rendered by third party providers such as expert witnesses, certified shorthand providers, transcripts, title company fees, expert witnesses,

surveyors, arbitrators and mediators shall be advanced by Counsel and reimbursed and charged against the contract maximum amount as hereinabove provided.

5. **Estimates.** Although Counsel will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for Counsel's in-house costs for photocopies at a rate greater than ten cents per copy. Line and usage charges for telephone calls, e-mails, or facsimiles will be at actual cost.

7. **Billing.** Fees and expenses will be billed monthly. The Township shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The Township is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

10. **Waiver of breach.** The waiver by the Township of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

11. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the Township of Irvington.

12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006).

14. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the Township's engagement of Counsel, and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

15. **Authorization Required.** Counsel is required to get prior written approval from the Office of Township Counsel for all settlements of suit; motions to be filed; and depositions to be taken.

16. **Termination.** Upon 30 days' Notice, the Township has the authority to cancel this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:

TOWNSHIP OF IRVINGTON

HAROLD E. WIENER
MUNICIPAL CLERK

By: _____
MAYOR ANTHONY VAUSS

DATE:

DATE:

ATTEST:

Ruderman & Roth, LLC

By: _____

APPROVED AS TO FORM

DATE:

Ramon E. Rivera, Esq.
Township Attorney



Honorable Tony Vauss
Mayor

THIS AGREEMENT, made this 12th day of November 2019, by and between the TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey, having its principal office at Municipal Building, Civic Square, Irvington, New Jersey (hereinafter referred to as "Township") and Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303 Springfield, NJ 07081 (hereinafter referred to as "Vendor");

WITNESSETH

WHEREAS, the TOWNSHIP OF IRVINGTON agrees to retain Litigation/Defense Counsel Services and Ruderman & Roth, LLC is agreeable to perform all the necessary services pursuant to the Request for Qualifications submitted and Resolution No. TA 19-1112-39 adopted by the Irvington Municipal Council on November 12, 2019

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

1. Ruderman & Roth, LLC is hereby retained as Litigation/Defense Counsel for the Township of Irvington. All services shall be performed under the supervision and discretion of the Township Attorney.
2. The TOWNSHIP OF IRVINGTON agrees to compensate Counsel for such legal services, utilizing a range for Attorney fees from \$115 to \$250.00 per hour, to be determined on a case by case basis and noted in the file assignment letter and contract 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

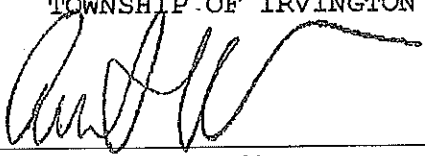
rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and should be received by the Township no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Irvington Municipal Council.

3. Vendor agrees to provide services to the Township as an independent contractor. No services will be rendered to the Township by Vendor unless authorized by the Irvington Municipal Council.
4. Vendor shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Vendor shall indemnify and hold the Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder. Insurance must be maintained at a minimum of One Million Dollars.
5. The failure of the Township 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.
6. 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 November 1, 2019 - October 31, 2020.
7. Vendor shall serve under the supervision and discretion and at the pleasure of the Township Attorney.

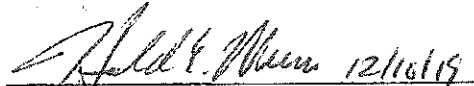
8. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
9. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. During the performance of this Contract, Vendor agrees as follows:
 - (a) Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Vendor 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) Vendor agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to 1.L. 1975, g. 127, as amended and supplemented from time to time.
 - (c) Upon 30 days' notice, the Township has the authority to cancel this agreement.

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.

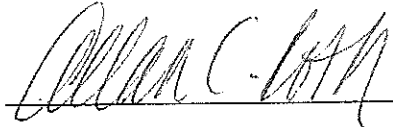
TOWNSHIP OF IRVINGTON

By 
Tony Vauss, Mayor

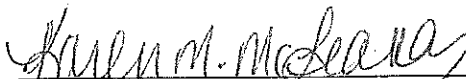
ATTEST:

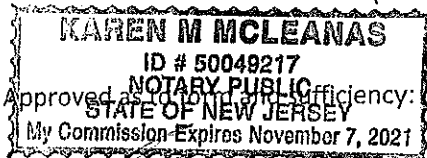
 12/16/19
HAROLD E. WIENER, Municipal Clerk

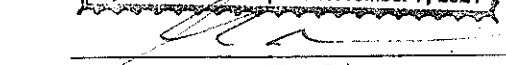
Ruderman & Roth, LLC

By: 

ATTEST:


(NOTARY)




Ramon E. Rivera
TOWNSHIP ATTORNEY

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 19-1112-39**

Date of Adoption **NOVEMBER 12, 2019**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **FREDERIC** SECONDED BY **COX**

QUALIFYING VENDORS IN FAIR AND OPEN MANNER FOR LITIGATION/DEFENSE COUNSEL SERVICE

WHEREAS, the Request for Qualifications for professional Litigation/Defense counsel services was publicly advertised in the New Jersey Star Ledger on September 17, 2019 with a deadline for qualifications to be submitted on October 09, 2019; and

WHEREAS, fourteen qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that all fourteen firms should be added to list of qualified vendors for Litigation/Defense counsel:

Law Offices, Brenda Coppola Cuba
1164 Springfield Avenue
Mountainside, NJ, 07092

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Blvd., Bldg. A
P.O. Box 4922
Warren, NJ 07059

Childress & Jackson, LLC
280 South Harrison Street, Suite 303
East Orange, NJ 07050

Lamb Kretzer, LLC
110B Meadowlands Parkway, Suite 201
Secaucus, NJ 07094

Murphy Orlando LLC
30 Montgomery Street, 11th Floor
Jersey City, NJ 07302

Florio Perrucci Steinhardt & Fader
235 Broubalow Way
Phillipsburg, NJ 08865

Law Office of D'Aquanni, LLC
1481 Oak Tree Road
Iselin, NJ 08830

Ruderman & Roth LLC
150 Morris Avenue, Suite 303
Springfield, NJ 07081

Pennington Law Group
76 South Orange Ave, Suite 213
South Orange, NJ 07079

Biancamano & Di Stefano
10 Parsonage Road, Suite 300
Edison, NJ 08837

Inglesino Webster, Wyciskala Taylor LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054

Law Office of Elvin Esteves
26 Park Street, Suite 2050
Montclair NJ 07042

Weiner Law Group
629 Parsippany Road
Parsippany, NJ 07054

Ehrlich, Petriello, Gudín and Plaza
60 Park Place, Suite 1016
Newark, NJ 07102

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above fourteen vendors are qualified for the services of professional Litigation/Defense Counsel and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED The Township Attorney will provided separate resolution with respect to particular matter to the Municipal Council.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on November 01, 2019 and ending on October 31, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent									
COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				INMAN	X			
COX	X				VICK	X			
FREDERIC, 2ND VICE PRESIDENT	X				BURGESS, PRESIDENT	X			
HUDLEY, 1ST VICE PRESIDENT	X								

RESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE November 12, 2019

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]* DATE NOV 12 2019

ADMINISTRATOR ASSESSOR CLERK CODE COLLECTOR COURT CLERK ENGINEER FIRE CHIEF HEALTH HOUSING INDCO
LEGAL LEGAL LEGAL MAYOR MEMO OFFICE PARKS PAYROLL PUBLIC SAFETY PUBLIC WORKS PURCHASING
RECORDS TRANSFER TRAINING OFFICE CLERK OTHER(S) _____

#2



TOWNSHIP OF IRVINGTON
LEGAL DEPARTMENT
MUNICIPAL BUILDING - CIVIC SQUARE
IRVINGTON, NJ 07111

Honorable Tony Vauss
Mayor

Tel: 973-399-6636
Fax: 973-399-6723

Ramon E. Rivera, Esq.
Township Attorney

Evelyn Akushie-Onyeani, Esq.
1st Assistant Township Attorney

Dwayne Warren, Esq.
2nd Assistant Township Attorney

MEMORANDUM

TO: Harold Wiener, Municipal Clerk
Althea Headley, Purchasing Agent

FROM: Ramon E. Rivera, Township Attorney

DATE: December 11, 2019

Re: Litigation Defense Counsel
November 1, 2019 - October 31, 2020

Enclosed please find duly executed agreement for your records.

RER/sb
Enclosures

Lamb Kretzer
Childress & Jackson
Biancamano & Di Stefano
Law Offices of Elvin Esteves
2. Florio Perrucci Steinhardt & Cappelli LLC
Law Office of Michael A. D'aquanni, LLC
Inglesiono Webster Wyciskala Taylor, LLC
Law Office of Brenda Coppola Cuba



Honorable Tony Vauss
Mayor

THIS AGREEMENT, made this 12th day of November 2019, by and between the TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey, having its principal office at Municipal Building, Civic Square, Irvington, New Jersey (hereinafter referred to as "Township") and Florio Perrucci Steinhardt & Fader, LLC, 218 Route 17N, Suite 410 Rochelle Park, NJ 07662 (hereinafter referred to as "Vendor");

WITNESSETH

WHEREAS, the TOWNSHIP OF IRVINGTON agrees to retain Litigation/Defense Counsel Services and Florio Perrucci Steinhardt & Fader, LLC is agreeable to perform all the necessary services pursuant to the Request for Qualifications submitted and Resolution No. TA 19-1112-39 adopted by the Irvington Municipal Council on November 12, 2019

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

1. Florio Perrucci Steinhardt & Fader, LLC is hereby retained as Litigation/Defense Counsel for the Township of Irvington. All services shall be performed under the supervision and discretion of the Township Attorney.
2. The TOWNSHIP OF IRVINGTON agrees to compensate Counsel for such legal services, utilizing a range for Attorney fees from \$115 to \$250.00 per hour, to be determined on a case by case basis and noted in the file assignment letter and contract 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 Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and should be received by the Township no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Irvington Municipal Council.

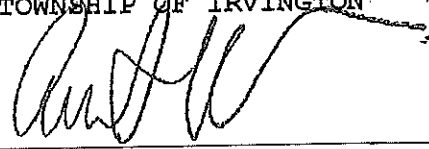
3. Vendor agrees to provide services to the Township as an independent contractor. No services will be rendered to the Township by Vendor unless authorized by the Irvington Municipal Council.
4. Vendor shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Vendor shall indemnify and hold the Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder. Insurance must be maintained at a minimum of One Million Dollars.
5. The failure of the Township 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.
6. 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 November 1, 2019 - October 31, 2020.
7. Vendor shall serve under the supervision and discretion and at the pleasure of the Township Attorney.

8. 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.
9. 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.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. During the performance of this Contract, Vendor agrees as follows:
 - (a) Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Vendor 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) Vendor agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to 1.L. 1975, g. 127, as amended and supplemented from time to time.
 - (c) Upon 30 days' notice, the Township has the authority to cancel this agreement.

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.

TOWNSHIP OF IRVINGTON

By

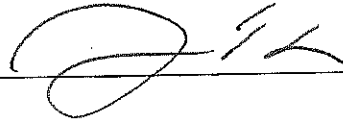

Tony Vauss, Mayor

ATTEST:


HAROLD E. WIENER, Municipal Clerk

Florio Perrucci
Steinhardt & Fader, LLC

By:



ATTEST:

 Diane Lynn Goldsholl
(NOTARY)
Notary Public of New Jersey

My Commission Expires: 1/16/2024

Approved as to form and sufficiency:


Ramon E. Rivera
TOWNSHIP ATTORNEY

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. TA 19-112-39

Date of Adoption NOVEMBER 12, 2019

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER FREDERIC SECONDED BY COX

QUALIFYING VENDORS IN FAIR AND OPEN MANNER FOR LITIGATION/DEFENSE COUNSEL SERVICE

WHEREAS, the Request for Qualifications for professional Litigation/Defense counsel services was publicly advertised in the New Jersey Star Ledger on September 17, 2019 with a deadline for qualifications to be submitted on October 09, 2019; and

WHEREAS, fourteen qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that all fourteen firms should be added to list of qualified vendors for Litigation/Defense counsel:

Law Offices, Brenda Coppola Cuba
1164 Springfield Avenue
Mountainside, NJ, 07092

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Blvd., Bldg. A
P.O. Box 4922
Warren, NJ 07059

Childress & Jackson, LLC
280 South Harrison Street, Suite 303
East Orange, NJ 07050

Lamb Kretzer, LLC
110B Meadowlands Parkway, Suite 201
Secaucus, NJ 07094

Murphy Orlando LLC
30 Montgomery Street, 11th Floor
Jersey City, NJ 07302

Florio Perrucci Steinhardt & Fader
235 Brounbalow Way
Phillipsburg, NJ 08865

Law Office of D'Aquanni, LLC
1481 Oak Tree Road
Iselin, NJ 08830

Ruderman & Roth LLC
150 Morris Avenue, Suite 303
Springfield, NJ 07081

Pennington Law Group
76 South Orange Ave, Suite 213
South Orange, NJ 07079

Biancamano & Di Stefano
10 Parsonage Road, Suite 300
Edison, NJ 08837

Inglesino Webster, Wyciskala Taylor LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054

Law Office of Elvin Esteves
26 Park Street, Suite 2050
Montclair NJ 07042

Weiner Law Group
629 Parsippany Road
Parsippany, NJ 07054

Ehrlich, Petriello, Gudin and Plaza
60 Park Place, Suite 1016
Newark, NJ 07102

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above fourteen vendors are qualified for the services of professional Litigation/Defense Counsel and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED The Township Attorney will provided separate resolution with respect to particular matter to the Municipal Council.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on November 01, 2019 and ending on October 31, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent									
COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				INMAN	X			
COX	X				VICK	X			
FREDERIC, 2ND VICE PRESIDENT	X				BURGESS, PRESIDENT	X			
HUDLEY, 1ST VICE-PRESIDENT	X								

RESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE November 12, 2019

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]* DATE NOV 12 2019

ADMINISTRATOR ASSESSOR BLDG CODE COLLECTOR COURT EDGGR ENGINEER FIRE FPO HEALTH HOUSING INDC
LEGISLATIVE LIBRO LICENS MAYOR NPPD ODDPO PARKS PAYROLL PUBLIC SAFETY DIRD PUBLIC WORKS PURCHASING
IC-PS/TRAFFIC ZONING/INDC DLESO GNDCD OTHER(S): *[Signature]*



TOWNSHIP OF IRVINGTON
LEGAL DEPARTMENT
MUNICIPAL BUILDING - CIVIC SQUARE
IRVINGTON, NJ 07111

Honorable Tony Vauss
Mayor

Tel: 973-399-6636
Fax: 973-399-6723

Ramon E. Rivera, Esq.
Township Attorney

Evelyn Akushie-Onyeani, Esq.
1st Assistant Township Attorney

Dwayne Warren, Esq.
2nd Assistant Township Attorney

MEMORANDUM

TO: Harold Wiener, Municipal Clerk
Althea Headley, Purchasing Agent

FROM: Ramon E. Rivera, Township Attorney

DATE: December 11, 2019

Re: Litigation Defense Counsel
November 1, 2019 - October 31, 2020

Enclosed please find duly executed agreement for your records.

RER/sb
Enclosures

Lamb Kretzer
3. Childress & Jackson ✓
Biancamano & Di Stefano
Law Offices of Elvin Esteves
Florio Perrucci Steinhardt & Cappelli LLC
Law Office of Michael A. D'aquanni, LLC
Inglesiono Webster Wyciskala Taylor, LLC
Law Office of Brenda Coppola Cuba



Honorable Tony Vauss
Mayor

THIS AGREEMENT, made this 12th day of November 2019, by and between the TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey, having its principal office at Municipal Building, Civic Square, Irvington, New Jersey (hereinafter referred to as "Township") and Childress & Jackson, LLC, 280 South Harrison Street, Suite 303 East Orange, NJ 07018 (hereinafter referred to as "Vendor");

WITNESSETH

WHEREAS, the TOWNSHIP OF IRVINGTON agrees to retain Litigation/Defense Counsel Services and Childress & Jackson, LLC is agreeable to perform all the necessary services pursuant to the Request for Qualifications submitted and Resolution No. TA 19-1112-39 adopted by the Irvington Municipal Council on November 12, 2019

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

1. Childress & Jackson, LLC is hereby retained as Litigation/Defense Counsel for the Township of Irvington. All services shall be performed under the supervision and discretion of the Township Attorney.
2. The TOWNSHIP OF IRVINGTON agrees to compensate Counsel for such legal services, utilizing a range for Attorney fees from \$115 to \$250.00 per hour, to be determined on a case by case basis and noted in the file assignment letter and contract 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 Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and should be received by the Township no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Irvington Municipal Council.

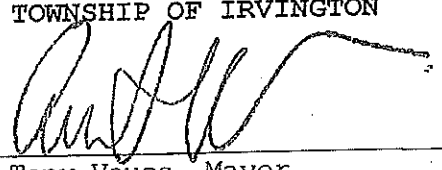
3. Vendor agrees to provide services to the Township as an independent contractor. No services will be rendered to the Township by Vendor unless authorized by the Irvington Municipal Council.
4. Vendor shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Vendor shall indemnify and hold the Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder. Insurance must be maintained at a minimum of One Million Dollars.
5. The failure of the Township 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.
6. 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 November 1, 2019 - October 31, 2020.
7. Vendor shall serve under the supervision and discretion and at the pleasure of the Township Attorney.

8. 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.
9. 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.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. During the performance of this Contract, Vendor agrees as follows:
 - (a) Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Vendor 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) Vendor agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to 1.L. 1975, g. 127, as amended and supplemented from time to time.
 - (c) Upon 30 days' notice, the Township has the authority to cancel this agreement.

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.

TOWNSHIP OF IRVINGTON

By

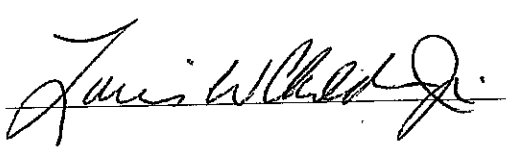

Tony Vauss, Mayor

ATTEST:


HAROLD E. WIENER, Municipal Clerk

Childress & Jackson, LLC

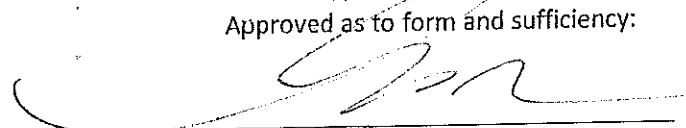
By:



ATTEST:


SHERWIN G. CAMPBELL
ATTORNEY AT LAW
(NOTARY)
STATE OF NEW JERSEY

Approved as to form and sufficiency:


Ramon E. Rivera
TOWNSHIP ATTORNEY



Honorable Tony Vauss
Mayor

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the day of , between the Township of Irvington, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 (hereinafter referred to as "Counsel").

WHEREAS, the Township is in need of the services of outside counsel to provide legal services and/or legal representation in the matter known as Leah Payne-Figaro v. Selwyn Perry, et als, Docket No. ESX-L-5386-20 (hereinafter referred to as the "Legal Matter"); and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the Township of Irvington with legal representation in the above-referenced Legal Matter and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5(1)(a)(i).
2. Counsel shall provide legal representation until the completion of this matter.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of \$3,500. 00 without prior approval of the Township of Irvington Municipal Council. Counsel will cease all activities on the within Legal Matter that have reached their contract limit and will not undertake any further representation without prior written approval of the Township of Irvington Municipal Council. Township Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the Township will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard Township procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed one hundred and fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five (\$75.00) per hour billed in six minute increments. The Township will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the Township. The Township shall also not be charged for the time of Counsel's clerical staff. The Township will not be charged by the firm for the preparation of their monthly reports.
4. **Disbursements.** In addition to its fees, Counsel will be entitled to payment or reimbursement for reasonable out-of-pocket costs and expenses incurred hereunder on the Township's behalf, provided, however, such reimbursements shall be included within the contract maximum amount. Payment for services rendered by third party providers such as expert witnesses, certified shorthand providers, transcripts, title company fees, expert witnesses,

surveyors, arbitrators and mediators shall be advanced by Counsel and reimbursed and charged against the contract maximum amount as hereinabove provided.

5. **Estimates.** Although Counsel will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for Counsel's in-house costs for photocopies at a rate greater than ten cents per copy. Line and usage charges for telephone calls, e-mails, or facsimiles will be at actual cost.

7. **Billing.** Fees and expenses will be billed monthly. The Township shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The Township is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

10. **Waiver of breach.** The waiver by the Township of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

11. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the Township of Irvington.

12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006).

14. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the Township's engagement of Counsel, and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

15. **Authorization Required.** Counsel is required to get prior written approval from the Office of Township Counsel for all settlements of suit; motions to be filed; and depositions to be taken.

16. **Termination.** Upon 30 days' Notice, the Township has the authority to cancel this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:

TOWNSHIP OF IRVINGTON

HAROLD E. WIENER
MUNICIPAL CLERK

By: _____
MAYOR ANTHONY VAUSS

DATE:

DATE:

ATTEST:

Ruderman & Roth, LLC

APPROVED AS TO FORM

By: _____

DATE:

Ramon E. Rivera, Esq.
Township Attorney



Honorable Tony Vauss
Mayor

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the day of May 2021, between the **Township of Irvington**, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and **Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081** (hereinafter referred to as "Counsel").

WHEREAS, the Township is in need of the services of outside counsel to provide legal services and/or legal representation in the matter venued in Superior Court of New Jersey known as **Al-Tarik Moore v. Segundo M. Quito et als**, Docket No: **ESX-L-002840-21** representing the Township of Irvington (hereinafter referred to as the "Legal Matter"); and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the Township of Irvington with legal representation in the above-referenced Legal Matter and perform in accordance with the terms and conditions set forth herein. The services to be provided are "professional services" within the meaning of N.J.S.A. 40A:11-5(1)(a)(i).

2. The term of this agreement shall be November 1, 2021 through October 31, 2022.

3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$5,000.00** without prior approval of the Township of Irvington Municipal Council. Counsel will cease all activities on the within Legal Matter that have reached their contract limit and will not undertake any further representation without prior written approval of the Township of Irvington Municipal Council. Township Counsel and the above named Counsel are aware that any work undertaken beyond the contracted amount, without prior approval, will be at Counsel's expense, and the Township will not be liable therefor. Unless otherwise provided in this agreement, billing and payment shall be in accord with standard Township procedure. Counsel shall be compensated for legal services billed in six minute increments at its customary hourly rates not to exceed One hundred Fifty dollars (\$150.00) per hour. The rates for paralegals and law clerks shall not exceed seventy-five (\$75.00) per hour billed in six minute increments. The Township will not be charged for the time spent by Counsel preparing, reviewing, or discussing its bill(s) for or with the Township. The Township shall also not be charged for the time of Counsel's clerical staff. The Township will not be charged by the firm for the preparation of their monthly reports.

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6. **In-House Costs.** The Township shall not be charged for Counsel's in-house costs for photocopies at a rate greater than ten cents per copy. Line and usage charges for telephone calls, e-mails, or facsimiles will be at actual cost.

7. **Billing.** Fees and expenses will be billed monthly. The Township shall not be obligated to pay fees and expenses not billed within sixty days of when incurred. The Township is aware that pursuant to Court Rule 1:20A-6 it may dispute any of Counsel's invoices and initiate fee arbitration by immediately contacting the local Fee Committee secretary to request the appropriate forms.

8. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

9. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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12. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Counsel's retention and made a part hereof.

13. **Conflicts.** The Supreme Court in In Re Supreme Court Advisory Committee Opinion on Professional Ethics Opinion No. 697, set forth the applicable standard on "conflicts" to which we agree to abide. See 188 N.J. 549 (2006).

14. **Agreement.** Counsel's signature on this agreement, or if work has already begun the Counsel's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the Township's engagement of Counsel, and cannot subsequently be modified except in a writing signed by authorized representatives of each party.

15. **Authorization Required.** Counsel is required to get prior written approval from the Office of Township Counsel for all settlements of suit; motions to be filed; and depositions to be taken.

16. **Termination.** Upon 30 days' Notice, the Township has the authority to cancel this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:

TOWNSHIP OF IRVINGTON

HAROLD E. WIENER
MUNICIPAL CLERK

By: _____
MAYOR ANTHONY VAUSS

DATE:

DATE:

ATTEST:

Ruderman & Roth, LLC

By: _____

APPROVED AS TO FORM

DATE:

Ramon E. Rivera, Esq.
Township Attorney



Honorable Tony Vauss
Mayor

THIS AGREEMENT, made this 1st day of November 2020, by and between the TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey, having its principal office at Municipal Building, Civic Square, Irvington, New Jersey (hereinafter referred to as "Township") and Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303 Springfield, NJ 07081 (hereinafter referred to as "Vendor");

WITNESSETH

WHEREAS, the TOWNSHIP OF IRVINGTON agrees to retain Special Conflict Counsel Services and Ruderman & Roth, LLC is agreeable to perform all the necessary services pursuant to the Request for Qualifications submitted and Resolution No. TA 20-1109-38 adopted by the Irvington Municipal Council on November 9, 2020.

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

1. Ruderman & Roth, LLC is hereby retained as Special Conflict Counsel for the Township of Irvington. All services shall be performed under the supervision and discretion of the Township Attorney.
2. The TOWNSHIP OF IRVINGTON agrees to compensate Counsel for such legal services, utilizing a range for Attorney fees from \$115 to \$250.00 per hour, to be determined on a case by case basis and noted in the file assignment letter and contract 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 Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and should be received by the Township no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Irvington Municipal Council.

3. Vendor agrees to provide services to the Township as an independent contractor. No services will be rendered to the Township by Vendor unless authorized by the Irvington Municipal Council.
4. Vendor shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Vendor shall indemnify and hold the Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder. Insurance must be maintained at a minimum of One Million Dollars.
5. The failure of the Township 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.
6. 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 November 1, 2020- October 31, 2021..
7. Vendor shall serve under the supervision and discretion and at the pleasure of the Township Attorney.

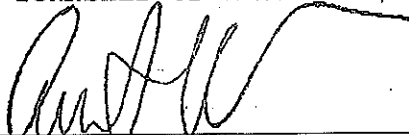
8. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
9. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. During the performance of this Contract, Vendor agrees as follows:

- (a) Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Vendor 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) Vendor agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to 1.L. 1975, g. 127, as amended and supplemented from time to time.
- (c) Upon 30 days' notice, the Township has the authority to cancel this agreement.

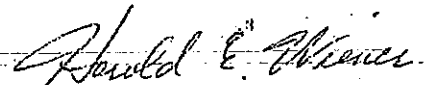
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

TOWNSHIP OF IRVINGTON

By

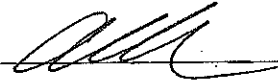

Tony Vauss, Mayor

ATTEST:


HAROLD E. WIENER, Municipal Clerk

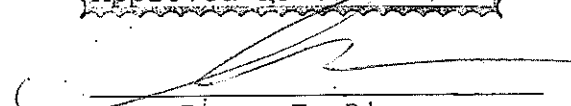
Ruderman & Roth, LLC

By:



ATTEST:


KAREN M MCLEANAS (NOTARY)
ID # 50049217
NOTARY PUBLIC
STATE OF NEW JERSEY
Approved by Secretary of State 2/2/16 sufficiency:


Ramon E. Rivera
TOWNSHIP ATTORNEY

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/20

PRODUCER

First Professional Brokerage Services, Inc.
350 South Main St, Ste 307
Doylestown, PA 18901

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Ruderman & Roth, LLC
150 Morris Avenue
Suite 303
Springfield, N.J. 07081

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Markel Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
☒	Lawyers Professional Liability	LA307145	12/28/2019	12/28/2020	\$1,000,000/\$1,000,000 Per Claim/Aggregate	\$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This is a Claims-Made and Reported Policy
Retro-Active Date: Full Prior Acts

CERTIFICATE HOLDER

Township of Irvington,
Municipal Building, Civic Square,
Irvington, NJ, 07111

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C. Matthew Hetrick

Printed by C. Matthew Hetrick
On 11/30/2020 at 10:44:00 AM
File: 2020113010440002



Honorable Tony Vauss
Mayor

THIS AGREEMENT, made this 1st day of November 2020, by and between the TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey, having its principal office at Municipal Building, Civic Square, Irvington, New Jersey (hereinafter referred to as "Township") and Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ 07081 (hereinafter referred to as "Vendor");

WITNESSETH

WHEREAS, the TOWNSHIP OF IRVINGTON agrees to retain Litigation/Defense Counsel Services and Ruderman & Roth, LLC is agreeable to perform all the necessary services pursuant to the Request for Qualifications submitted and Resolution No. TA 20-1109-32 adopted by the Irvington Municipal Council on November 9, 2020.

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

1. Ruderman & Roth, LLC is hereby retained as Litigation/Defense Counsel for the Township of Irvington. All services shall be performed under the supervision and discretion of the Township Attorney.
2. The TOWNSHIP OF IRVINGTON agrees to compensate Counsel for such legal services, utilizing a range for Attorney fees from \$115 to \$250.00 per hour, to be determined on a case by case basis and noted in the file assignment letter and contract 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 Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and should be received by the Township no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Irvington Municipal Council.

3. Vendor agrees to provide services to the Township as an independent contractor. No services will be rendered to the Township by Vendor unless authorized by the Irvington Municipal Council.
4. Vendor shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Vendor shall indemnify and hold the Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder. Insurance must be maintained at a minimum of One Million Dollars.
5. The failure of the Township 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.
6. 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 November 1, 2020- October 31, 2021.
7. Vendor shall serve under the supervision and discretion and at the pleasure of the Township Attorney.

8. 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.

9. 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.

10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

11. During the performance of this Contract, Vendor agrees as follows:

(a) Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Vendor 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.

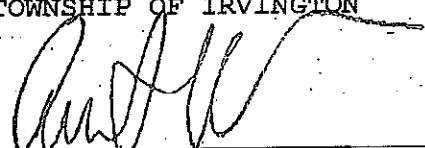
(b) Vendor agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to 1.L. 1975, g. 127, as amended and supplemented from time to time.

(c) Upon 30 days' notice, the Township has the authority to cancel this agreement.

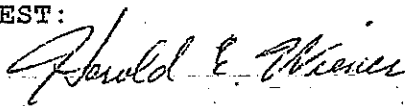
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

TOWNSHIP OF IRVINGTON

By


Tony Vauss, Mayor

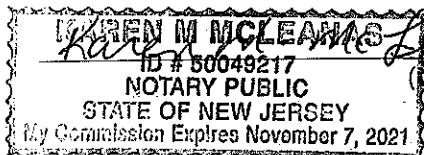
ATTEST:


HAROLD E. WIENER, Municipal Clerk

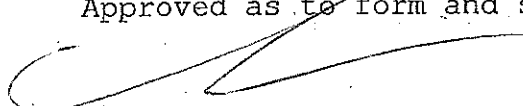
Ruderman & Roth, LLC

By:

ATTEST:



Approved as to form and sufficiency:


Ramon E. Rivera
TOWNSHIP ATTORNEY

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/30/20**PRODUCER**First Professional Brokerage Services, Inc.
350 South Main St, Ste 307
Doylestown, PA 18901THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**

NAIC #

INSUREDRuderman & Roth, LLC
150 Morris Avenue
Suite 303
Springfield, N.J. 07081

INSURER A: Markel Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGESTHE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTD INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
☒	OTHER Lawyers Professional Liability	LA307145	12/28/2019	12/28/2020	\$1,000,000/\$1,000,000 Per Claim/Aggregate	\$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This is a Claims-Made and Reported Policy
Retro-Active Date: Full Prior Acts**CERTIFICATE HOLDER**Township of Irvington,
Municipal Building, Civic Square,
Irvington, NJ, 07111**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C. Matthew Hetrick

Employed by C. Matthew Hetrick
C. Matthew Hetrick, a Licensed Professional Brokerage
Company, is not a member of the National Association of Insurance
Brokers (NAIB) and is not a member of the National Association of
Insurance Commissioners (NAIC).



Honorable Tony Vauss
Mayor

THIS AGREEMENT, made this 1st day of November 2021, by and between the **TOWNSHIP OF IRVINGTON**, a municipal corporation of the State of New Jersey, having its principal office at Municipal Building, Civic Square, Irvington, New Jersey (hereinafter referred to as "Township") and **Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303 Springfield, NJ 07081** (hereinafter referred to as "Vendor");

WITNESSETH

WHEREAS, the TOWNSHIP OF IRVINGTON agrees to retain Special Conflict Counsel Services and Ruderman & Roth, LLC is agreeable to perform all the necessary services pursuant to the Request for Qualifications submitted and Resolution No. TA 21-1012-25 adopted by the Irvington Municipal Council on October 12, 2021.

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

1. Ruderman & Roth, LLC is hereby retained as Special Conflict Counsel for the Township of Irvington. All services shall be performed under the supervision and discretion of the Township Attorney.
2. The TOWNSHIP OF IRVINGTON agrees to compensate Counsel for such legal services, utilizing a range for Attorney fees from \$115 to \$250.00 per hour, to be determined on a case by case basis and noted in the file assignment letter and contract 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

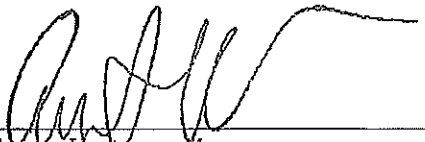
rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Township as to form and documentation before payment will be made. All statements for services rendered will be presented to the Township on a monthly basis and should be received by the Township no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Irvington Municipal Council.

3. Vendor agrees to provide services to the Township as an independent contractor. No services will be rendered to the Township by Vendor unless authorized by the Irvington Municipal Council.
4. Vendor shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Vendor shall indemnify and hold the Township harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder. Insurance must be maintained at a minimum of One Million Dollars.
5. The failure of the Township 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.
6. 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 November 1, 2021- October 31, 2022.
7. Vendor shall serve under the supervision and discretion and at the pleasure of the Township Attorney.

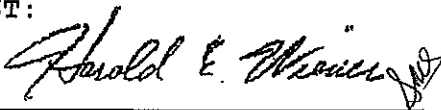
8. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
9. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. During the performance of this Contract, Vendor agrees as follows:
 - (a) Vendor will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Vendor 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) Vendor agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to 1.L. 1975, g. 127, as amended and supplemented from time to time.
 - (c) Upon 30 days' notice, the Township has the authority to cancel this agreement.

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.

TOWNSHIP OF IRVINGTON

By 
Tony Vauss, Mayor

ATTEST:


HAROLD E. WIENER, Municipal Clerk

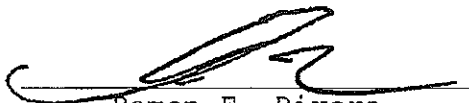
Ruderman & Roth, LLC

By: 

ATTEST:

(NOTARY)

Approved as to form and sufficiency:


Ramon E. Rivera
TOWNSHIP ATTORNEY

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 19-1112-39**

Date of Adoption **NOVEMBER 12, 2019**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **FREDERIC** SECONDED BY **COX**

QUALIFYING VENDORS IN FAIR AND OPEN MANNER FOR LITIGATION/DEFENSE COUNSEL SERVICE

WHEREAS, the Request for Qualifications for professional Litigation/Defense counsel services was publicly advertised in the New Jersey Star Ledger on September 17, 2019 with a deadline for qualifications to be submitted on October 09, 2019; and

WHEREAS, fourteen qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that all fourteen firms should be added to list of qualified vendors for Litigation/Defense counsel:

Law Offices, Brenda Coppola Cuba
1164 Springfield Avenue
Mountainside, NJ, 07092

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Blvd., Bldg. A
P.O. Box 4922
Warren, NJ 07059

Childress & Jackson, LLC
280 South Harrison Street, Suite 303
East Orange, NJ 07050

Lamb Kretzer, LLC
110B Meadowlands Parkway, Suite 201
Secaucus, NJ 07094

Murphy Orlando LLC
30 Montgomery Street, 11th Floor
Jersey City, NJ 07302

Florio Perrucci Steinhardt & Fader
235 Broubalow Way
Phillipsburg, NJ 08865

Law Office of D'Aquanni, LLC
1481 Oak Tree Road
Iselin, NJ 08830

Ruderman & Roth LLC
150 Morris Avenue, Suite 303
Springfield, NJ 07081

Pennington Law Group
76 South Orange Ave, Suite 213
South Orange, NJ 07079

Biancamano & Di Stefano
10 Parsonage Road, Suite 300
Edison, NJ 08837

Inglesino Webster, Wyciskala Taylor LLC
600 Parsippany Road, Suite 204
Parsippany, NJ 07054

Law Office of Elvin Esteves
26 Park Street, Suite 2050
Montclair NJ 07042

Weiner Law Group
629 Parsippany Road
Parsippany, NJ 07054

Ehrlich, Petriello, Gudin and Plaza
60 Park Place, Suite 1016
Newark, NJ 07102

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above fourteen vendors are qualified for the services of professional Litigation/Defense Counsel and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED The Township Attorney will provided separate resolution with respect to particular matter to the Municipal Council.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on November 01, 2019 and ending on October 31, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent									
COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				INMAN	X			
COX	X				VICK	X			
FREDERIC, 2ND VICE PRESIDENT	X				BURGESS, PRESIDENT	X			
HUDLEY, 1ST VICE PRESIDENT	X								

RESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **November 12, 2019**

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have executed to set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]* DATE **NOV 12 2019**

ADMINISTRATOR ASSESSOR BLDG CODE COLLECTOR COURT ENGINEER FIRE CHIEF HEALTH HOUSING INFO
LEGAL LIBRO LICENSE MAJOR NPPO OCCUP PARKS PAYROLL PUBLIC SAFETY PUBLIC WORKS PURCHASING
STAFF/PLANNING ZONING OFFICE BLDG ENCLD OFFICER

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 20-1109-37**

Date of Adoption **NOVEMBER 9, 2020**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER

HUDLEY

SECONDED BY

VICK

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 19-1112-39 qualified fourteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2019 until October 31, 2020; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township and Officer James T. Dorval in the matter of Leah Payne-Figaro v. Selwyn Perry et als., Docket No. ESX-L-5386-20; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$3,500.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$3,500.00. The billing rate for this contract is \$150.00 per hour.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT				X
FREDERIC, 2ND VICE PRESIDENT	X								

PRESIDENT OF COUNCIL *[Signature]*

MUNICIPAL CLERK *[Signature]*

DATE November 9, 2020

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]*

DATE NOV 9 2020

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CFO ☐ HEALTH ☐ HOUSING ☐ INIC ☐
JUDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
SEC~PB/ZBA ☐ TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☐ GNCD ☐ OTHER(S):

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 21-0510-7**

Date of Adoption **MAY 10, 2021**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **BURGESS**

SECONDED BY **HUDLEY**

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 20-1109-32 qualified seventeen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2020 until October 31, 2021; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Ruderman & Roth, LLC has the most experience to defend the Township of Irvington in the matter of Al-Tarik Moore v. Segundo M. Quito et als, Docket No: ESX-L-002840-21; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Ruderman & Roth, LLC, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will be paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY, JUDGE				X	HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT	X			
FREDERIC, 2ND VICE PRESIDENT	X								

PRESIDENT OF COUNCIL *Burgess* MUNICIPAL CLERK *Harold E. Minner* DATE MAY 10, 2021

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have returned to set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *Harold E. Minner* DATE *5/10/21*

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐
DGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
C&PB/ZBA ☐ TRAFFIC ☐ ZONING ☐ OFF ☐ DIGS ☐ GNCD ☐ OTHER(S):

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 20-1109-38**

Date of Adoption **NOVEMBER 9, 2020**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER

FREDERIC

SECONDED BY

BEASLEY

RESOLUTION QUALIFYING VENDORS IN FAIR AND OPEN MANNER FOR SPECIAL CONFLICT COUNSEL SERVICE

WHEREAS, the Request for Qualifications for professional Special Conflict counsel services was publicly advertised in the New Jersey Star Ledger on September 23, 2020 with a deadline for qualifications to be submitted on October 07, 2020; and

WHEREAS, nine qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that all nine firms should be added to list of qualified vendors for Special Conflict counsel:

Ruderman & Roth
150 Morris Avenue, Suite 303,
Springfield, NJ 07081

Brenda Coppola Cuba
1164 Springfield Ave
Mountainside, NJ 07092

Florio, Kenny and Raval
125 Chubb Ave, suite 310-N
Lyndhurst, NJ

Murphy Orlando LLC
30 Montgomery Street, 11th Floor
Jersey City, NJ 07302

Michael A. D'Aquanni LLC
1481 Oak Tree Road

Iselin, NJ 08830

Post Polak
425 Eagle Rock, suite 200
Roseland, NJ 07068

Chasan Lamparello Mallon & Cappuzzo
300 Lighting Way, Suite 200
Secaucus, NJ 07094

Lamb Kretzer, LLC
110B Meadowlands Parkway, Suite 201
Secaucus, NJ 07094

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Blvd., Bldg. A, P.O. Box 4922
Warren, NJ 07059

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above nine vendors are qualified for the services of professional Special Conflict Counsel and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED The Township Attorney will provided separate resolution with respect to particular matter to the Municipal Council.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on November 01, 2020 and ending on October 31, 2021; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT				X
FREDERIC, 2ND VICE PRESIDENT	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE November 9, 2020

hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have

Mayor

MUNICIPAL CLERK

DATE NOV 9, 2020

ADMINISTRATOR ASSESSOR BLDG CFO COLLECTOR COURT EDGOD ENGINEER FIRE CFO HEALTH HOUSING INICC
GEO LEGAL INBRO LICENS MAYOR NPP OGDPO PARKS PAYROLL PUBLIC SAFETY-DEPT PUBLIC WORKS PURCHASING
PW/BAO TRAFFIC ZONING-DEPT DLGSD GNCND OTHER(S):

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

NTA 20-1109-32

Date of Adoption **NOVEMBER 9, 2020**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **FREDERIC**

SECONDED BY **VICK**

RESOLUTION QUALIFYING VENDORS IN FAIR AND OPEN MANNER FOR LITIGATION/DEFENSE COUNSEL SERVICE

WHEREAS, the Request for Qualifications for professional Litigation/Defense counsel services was publicly advertised in the New Jersey Star Ledger on September 23, 2020 with a deadline for qualifications to be submitted on October 07, 2020; and

WHEREAS, eighteen qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that all fourteen firms should be added to list of qualified vendors for Litigation/Defense counsel:

Eric M. Bernstein & Associates, L.L.C.

34 Mountain Blvd., Bldg. A,

P.O. Box 4922, Warren, NJ 07059

Lamb Kretzer, LLC

110B Meadowlands Parkway, Suite 201

Secaucus, NJ 07094

Florio Perrucci Steinhardt & Fader

235 Broubalow Way

Phillipsburg, NJ 08865

Ruderman & Roth LLC

150 Morris Avenue, Suite 303

Springfield, NJ 07081

Law Office of Elvin Esteves

26 Park Street, Suite 2050

Montclair, NJ 07042

Post Polak

425 Eagle Rock, suite 200

Roseland, NJ 07068

Michael A. D'Aquanni LLC

1481 Oak Tree Road

Iselin, NJ 08830

Law Office Decotiis

61 South Paramus Road

Paramus, NJ 07652

Law Office of Clarence Barry-Austin PC

76 South Orange Ave, Suite 1101

South Orange, NJ

Murphy Orlando LLC 30 Montgomery Street, 11th Floor
Jersey City, NJ 07302

Law Office of D'Aquanni, LLC 1481 Oak Tree Road
Iselin, NJ 08830

Florio, Kenny and Raval
125 Chubb Ave, suite 310-N
Lyndhurst, NJ

Kaufman Borgeest & Ryan LLP
9 Campus Drive
Parsippany, NJ 07054

Biancamano & Di Stefano
10 Parsonage Road, Suite 300
Edison, NJ 08837

Chasan Lamparello Mallon & Cappuzzo
300 Lighting Way, Suite 200
Secaucus, NJ 07094

The Law Firm of Hunt, Hamlin, & Ridley
60 Park Place, 16th floor
Newark, NJ 07102

Hoplite Communication
392 Bayberry Court
Englishtown, NJ 07726

Anyanwu & Associates
17 Academy Street, Suite 517
Newark, NJ 07102

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above eighteen vendors are qualified for the services of professional Litigation/Defense Counsel and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED The Township Attorney will provided separate resolution with respect to particular matter to the Municipal Council.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on November 01, 2020 and ending on October 31, 2021; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT				X
FREDERIC, 2ND VICE PRESIDENT	X								

PRESIDENT OF COUNCIL Richard E. Munn MUNICIPAL CLERK Richard E. Munn DATE November 9, 2020

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK Richard E. Munn DATE NOV 9 2020

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDG ☐ ENGINEER ☐ FIRE ☐ HEALTH ☐ HOUSING ☐ IMCD ☐
 URGED ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCP ☐ PARKS ☐ PAYROL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
 EC ☐ PR ☐ ZS ☐ TRAFFIC ☐ ZONING ☐ PHE ☐ GLESC ☐ GNCD ☐ OTHER(S):

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **TA 21-1012-25**

Date of Adoption **OCTOBER 12, 2021**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **HUDLEY**

SECONDED BY **BURGESS**

RESOLUTION QUALIFYING VENDORS IN FAIR AND OPEN MANNER FOR SPECIAL CONFLICT COUNSEL SERVICE

WHEREAS, the Request for Qualifications for professional Special Conflict counsel services was publicly advertised in the New Jersey Star Ledger on September 14, 2021 with a deadline for qualifications to be submitted on September 29, 2021; and

WHEREAS, six qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended that all six firms should be added to list of qualified vendors for Special Conflict counsel:

Ruderman & Roth
150 Morris Avenue, Suite 303, Springfield,
NJ 07081

Florio, Kenny and Raval
125 Chubb Ave, suite 310-N, Lyndhurst, NJ
Chasan Lamparello Mallon & Cappuzzo
300 Lighting Way, Suite 200, Secaucus, NJ
07094

Post Polak
425 Eagle Rock, suite 200, Roseland, NJ 07068

Murphy Orlando LLC
30 Montgomery Street, 11th Floor, Jersey City, NJ
07302

Antonelli Kantor PC
354 Eisenhower Parkway, Suite 1000,
Livingston, NJ 07039

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above six vendors are qualified for the services of professional Special Conflict Counsel and the Township Attorney will prepare separate resolutions for all cases assigned to each of the above vendors.

BE IT FURTHER RESOLVED The Township Attorney will provided separate resolution with respect to particular matter to the Municipal Council.

BE IT FURTHER RESOLVED, that this qualification is for one year starting on November 01, 2021 and ending on October 31, 2022; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote		N.V. = No Vote		A.B. = Absent					
COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS				X	BURGESS, PRESIDENT	X			
FREDERIC, 2ND VICE PRESIDENT	X								

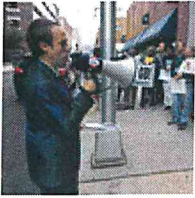
PRESIDENT OF COUNCIL *Renee C. Burgess* MUNICIPAL CLERK *David E. Morris* DATE **OCTOBER 12, 2021**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *David E. Morris* DATE **10/12/21**

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CFO ☐ HEALTH ☐ HOUSING ☐ INIC ☐
JUDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCPD ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
SEC~PB/ZBA ☐ TRAFFIC ☐ ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____

Ruderman & Roth Contracts and Invoices



[Charlie Kratovil](#) made this OPRA request to [Irvington Township](#)

Follow

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Response to this request is **delayed**. By law, [Irvington Township](#) should normally have responded **promptly** and by **April 05, 2022** ([details](#))

Charlie Kratovil **March 25, 2022**

Unknown

We don't know the delivery status for this message.

We couldn't determine the delivery status of this message. It can take up to 24 hours after the message has been sent to determine delivery status information.

Dear Irvington Township,

Under OPRA and the common law right of access, please provide a copy of all contracts and invoices received from the law firm Ruderman & Roth. Please also provide a copy of all resolutions approving the hiring of the aforementioned firm. Thank you.

Yours faithfully,

Charlie Kratovil

Follow

1 follower