

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. EDGO 19-1209-42

Date of Adoption DECEMBER 9, 2019

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

[Signature]
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER VICK

SECONDED BY BEASLEY

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX APPROVING FORECLOSURE LIST AND RATIFYING PROFESSIONAL SERVICES CONTRACT FOR FORECLOSURE COUNSEL SERVICES

WHEREAS, the Township Municipal Council has been advised by the Department of Economic Development and Grants Oversight that there are numerous tax sale certificates which are eligible for foreclosure, In Rem, as more particularly described in the Tax Foreclosure List which is attached hereto and made part hereof; and

WHEREAS, it is the desire of the Township Municipal Council to authorize the institution of In Rem foreclosure proceedings against the parcels that are covered by these tax sale certificates; and

WHEREAS, resolution number TA 19-0610-19 qualified three firms to perform foreclosure counsel services for the Township of Irvington from July 01, 2019 until June 30, 2020; and

WHEREAS, Resolutions number TA 19-0610-19 also qualified O'Donnell McCord, P.C as foreclosure counsel services for the Township of Irvington from July 01, 2019 until June 30, 2020, and O'Donnell McCord, P.C. is recommended by the Township Attorney, and is hereby authorized and directed to institute in Rem foreclosure proceedings pursuant to the previous of NJSA 54:5-104.29, et seq., as amended, against the tax sale certificates held by it and described in the Tax Foreclosure List affixed hereto and make part hereof.

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

WHEREAS, the Township Attorney has recommended that a contract be awarded to O'Donnell McCord, P.C, 15 Mount Kemble Avenue, Morristown, NJ 07960; and

NOW, THEREFORE, BE IT RESOLVED by the Township Municipal Council in the Township of Irvington, in the County of Essex and State of New Jersey, as follows:

1. The allegations of the preamble are incorporated herein by this reference.
2. The Foreclosure List attached hereto is approved for the initiation of foreclosure proceedings.
3. That a contract for Foreclosure Counsel services be awarded to O'Donnell McCord, P.C, 15 Mount Kemble Avenue, Morristown, NJ 07960 for a contract amount of. The billing rate shall not exceed \$1,500.00 per foreclosure complaint total which includes the cost to obtain a Title Binder and \$150.00 per hour for any contested matters; and
4. A copy of this Resolution and Exhibit shall be filed with the Tax Collector of the Township if Irvington.
5. All appropriate Township Officials are hereby directed to take all actions necessary or reasonably required to carry into effect the intent and purpose of this Resolution.
6. 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
7. BE IT RESOLVED that the required Certification of Availability of Funds, certification number C9-00330 was obtained from the Chief Financial Officer and the appropriation to be charged for this expenditure is C-04-56-849-016-905

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								

PRESIDENT OF COUNCIL [Signature] MUNICIPAL CLERK [Signature] DATE December 9, 2019

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 DEC 09 2019



ADMINISTRATOR ASSESSOR BLDG CFO COLLECTOR COURT EDGO ENGINEER FIRE CF 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): _____

Certification Of Availability of Funds

This is to certify to the of the Township of Irvington that funds for the following resolutions are available.

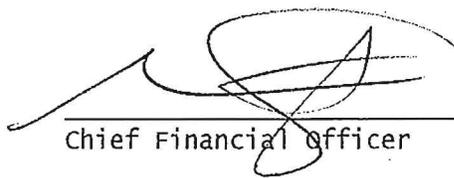
Contract Amount: 49,500.00
Resolution Date: 12/09/19
Resolution Number: C9-00330

Vendor: O'DONNE03 O'DONNELL MCCORD, PC
15 MOUNT KEMBLE AVENUE
MORRISTOWN, NJ 07960

Contract: C9-00330 Foreclosure Counsel

Account Number	Amount	Department Description
C-04-56-849-016-905	49,500.00	
Total	49,500.00	

Only amounts for the 2019 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



Honorable Tony Vauss
Mayor

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Agreement made the 9th day of December 2019, between the **Township of Irvington**, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and **O'Donnell McCord, P.C., 15 Mount Kemble Avenue, Morristown, NJ 07960** (hereinafter referred to as "Counsel").

WHEREAS, the Township is in need of the services of outside counsel to provide Foreclosure Counsel Services representing the Township of Irvington in the Thirty Three (33) foreclosure matters on the attached sheet; and

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Counsel shall provide the Township of Irvington with Foreclosure Counsel Services in the above-referenced 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 December 9, 2019 through December 8, 2020.

3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$49,500.00** 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. The billing rate per foreclosure complaint is \$1,200.00. 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:

O'Donnell McCord, P.C.

By: _____

APPROVED AS TO FORM

DATE:

Ramon E. Rivera, Esq.
Township Attorney

EXHIBIT A
Foreclosure List

Property Number	STREET	BLOCK	LOT
396	14TH AVENUE	158	12
773	18TH AVENUE	104	7
779	18TH AVENUE	104	6
121	19TH AVENUE	144	3
123	19TH AVENUE	144	2
22	20TH AVENUE	147	38
24	20TH AVENUE	147	39
372	21ST STREET	138	13
368	21ST STREET	145	2
370	21ST STREET	145	1
376	21ST STREET	138	11
393-395	21ST STREET	137	25
396	21ST STREET	138	4
417	21ST STREET	162	24
421	21ST STREET	162	25
471	21ST STREET	166	24.01
477	21ST STREET	166	27
479	21ST STREET	166	28
61	22ND STREET	148	35
63	22ND STREET	148	34
65	22ND STREET	148	33
69	22ND STREET	148	31
71	22ND STREET	148	30
73-75	22ND STREET	148	29
89	22ND STREET	148	24
90	22ND STREET	147	11
94	22ND STREET	147	12
96	22ND STREET	147	13
20	EBERHARDT PLACE	104	8
162-168	LINDEN AVENUE	90	3
9	MADISON AVE	166	20

11	MADISON AVE	166	21
13	MADISON AVE	166	22