

RESOLUTION NO. 2014- 60

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ALLEN RICHARDSON, ESQ. OF RICHARDSON, GALELLA & AUSTERMUHL, WOODBURY, NJ, FOR LEGAL SERVICES AND INVESTIGATION SERVICES FOR PENDING TORT CLAIM AND ALLEGED HARRASSMENT CLAIMS.

WHEREAS, there exists a need for professional services for legal services and investigation services for pending tort claim and alleged harassment claims; and

WHEREAS, the City of Vineland has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, Allen Richardson, Esq. of Richardson, Galella & Austermuhl, Woodbury, NJ, has submitted a proposal indicating they will provide the professional services in an approximate amount not to exceed \$10,000.00 for the period February 1, 2014 through March 31, 2014; and

WHEREAS, Allen Richardson, Esq. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Allen Richardson, Esq. has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Allen Richardson, Esq. from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the City Comptroller; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Allen Richardson, Esq. of Richardson, Galella & Austermuhl, Woodbury, NJ for Professional Services for legal services and investigation services for pending tort claim and alleged harassment claims, in an approximate amount not to exceed \$10,000.00.
2. That this Agreement is awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification and the Political Contribution Disclosure Form be placed on file with the Resolution.
4. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**



1/29/2014
(DATE)

- 1. Service (detailed description): Professional Services for legal services and investigation services for pending tort claim and alleged harassment claims
- 2. Amount to be Awarded: \$ Approximately \$10,000.00

- Encumber Total Award
- Encumber by Supplemental Release

- 3. Amount Budgeted: \$ \$10,000.00
- 4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

5. **Account Number to be Charged: 011-0-00-00-0000-2-5620301

6. Contract Period: 2/1/14 - 2/31/14

7. Date To Be Awarded: ASAP

8. Recommended Vendor and Address: Allen Richardson, Esq.
Richardson, Galella & Austermuhl

9. Justification for Vendor Recommendation:(attach additional information for Council review)
Mr. Richardson is a member of the TRICO JIF legal panel for defense of claims

- Non-Fair & Open (Pay-to-Play documents required)
- Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: Rubio Bernales

11. Approved by: Rubio Bernales

- 12. Attachments:
 - Awarding Proposal
 - Other: _____

- Send copies to:
 - Purchasing Division**
 - Business Administration**

**** If more than one account #, provide break down**

Richardson, Galella & Austermuhl

Attorneys Chartered, LLC
142B Emerson St., Woodbury NJ, 08096, Tel: 856-579-7045, Fax: 856-579-7051
WWW.Employmentlaw-nj.com

Allan E. Richardson ARichardson@EmploymentLaw-nj.com

Certified Civil Trial Attorney, R.1:40 mediator

Linda A. Galella LGalella@EmploymentLaw-nj.com

Charles B. Austermuhl Caustermuhl@EmploymentLaw-nj.com†

Jennifer Chen Tran JCTran@EmploymentLaw-nj.com‡

Admitted to practice in all federal and state courts and administrative agencies in New Jersey.

† Also admitted in Pennsylvania

‡ Also admitted in New York

November 14, 2013

Mayor Ruben Bermudez
City of Vineland
P.O. Box 1508
Vineland, NJ 08362-1508

THIS DOCUMENT IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. IF YOU ARE NOT THE ADDRESSEE, ADVISE THE UNDERSIGNED THAT YOU ARE IN POSSESSION OF THIS DOCUMENT IMMEDIATELY.

Re: Palmer v. Lutz, Vineland

Dear Mayor Bermudez:

It was a pleasure speaking to you today. Please let this letter confirm that you have retained this firm for a limited purpose: To investigate allegations made by Dennis Palmer against the municipal business manager, William Lutz, in a Tort Claims Notice dated January 21, 2014.

The terms of our engagement are as follows:

1. The firm's compensation in this matter will be at the reduced municipal rate of \$150.00 per hour, billed by the tenth of an hour.
2. My initial, good-faith estimate of attorney time that this case will require is 50 hours. This estimate is based on identities of potential witnesses as of this date and an estimate of the amount of time I will need to interview each and prepare a report. Please note that the presence of counsel for Mr. Palmer has caused an increase in the estimate.
3. In addition to legal fees, you must pay the following costs and expenses:
 - a. Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator

Richardson, Galella & Austermuhl

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fees, deposition costs, messenger services, photocopying charges, telephone toll calls, overnight or express delivery, travel expenses and any other necessary expenses in this matter.

- b. We may require that experts be retained directly by you. You would then be solely responsible to pay the experts.
4. The firm will send you an itemized bill monthly and the bill is due on receipt.
5. The firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable under the circumstances of the case. Attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.
6. The client agrees:
 - a. to provide all information and papers requested by the attorneys, promptly, fully and honestly. This is an on-going obligation that does not end until representation does.
 - b. to provide names, phone numbers and addresses of all potential witnesses.
 - c. to make all municipal employees available for interviews.
 - d. to cooperate fully in any proceedings in connection with the case, including but not limited to attending scheduled meetings and hearings, answering interrogatories, appearing for depositions, and participating cooperatively in judicial or other proceedings as may arise from time to time in the case.
 - e. to be bound by the financial terms of this agreement and that failure to abide by them constitutes a breach of the agreement and provides attorneys with reason to withdraw from representation.
7. The attorneys may withdraw from representing the client, upon reasonable written notice, if:
 - a. the client violates any of the duties in Paragraph 6;
 - b. the client indicates an intention to give false testimony or is found to have misrepresented or concealed facts which affect the value of the case or which

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- negatively affect the ability to win the case;
 - c. the client directs the attorneys to file or insists on advancing any claim or defense which the attorneys reasonably believe is frivolous as a matter of law or which might result in sanctions;
 - d. the client fails to honor the financial obligations set forth in this agreement; or
 - e. the attorneys are required or authorized by law or the Rules of Professional Conduct to withdraw from the client's case.
- 8. The client may discharge the attorneys, or direct them to discontinue the case, at any time. If the attorneys have appeared as counsel of record for the client in any court they will promptly move for an order in accordance with the client's decision to discharge them or discontinue the case.
- 9. You understand that E-Mail between you and the firm is conducted over an open system and may not be secure. It is possible that a third-party may intercept confidential attorney-client communications and that such intercepts may be detrimental to you. Nonetheless, you agree that the need for speed, ease and efficiency outweigh the risks and that you authorize the firm to send and receive communications from you via E-Mail.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the United States, without reference to choice of law provisions thereof. Superior Court of New Jersey, Gloucester County, shall have jurisdiction over any disputes that may arise between us.
- 11. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of supplies to perform, governmental regulations, power failures, earthquakes, or other disasters.
- 12. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

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13. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.
14. You represent that you are authorized to bind the municipality and enter into this agreement.

Kindly sign where indicated and return one copy to me in the envelope provided. Keep the other copy for your files.

We look forward to working with you in this matter.

Cordially,
/s/ Allan E. Richardson, Esq.
Allan E. Richardson, Esq.

Mayor Ruben Bermudez
AER/ns