



**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT No.2 - BORDENTOWN TOWNSHIP
RESOLUTION No. 2021-011**

*Authorizing Appointment of Solicitor
from March, 2021 through March 2022*
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made this 2nd day of March, 2021 by and between **The Board of Fire Commissioners of Fire District No. 2**, Bordentown Township, County of Burlington, State of New Jersey (the "Commission") and **GluckWalrath, LLP**, 428 River View Plaza, Trenton, New Jersey 08611 (the "Firm").

W I T N E S S E T H:

WHEREAS, there exists a need for a Board Attorney in Fire District No. 2 in the Township of Bordentown, to perform certain legal services; and

WHEREAS, by Resolution dated March 2, 2021, Caitlin Harney of the Law Firm GluckWalrath LLP, was duly appointed as the Board Attorney for Fire District No. 2; and

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Commission and the Firm hereby agree as follows:

Appointment: The Commission hereby appoints Caitlin Harney, Esq. of the law firm GluckWalrath LLP to perform services as Board Attorney in connection with legal matters for the Commission and carry out the responsibilities as set forth in this Agreement.

Responsibilities/Scope of Work: The Attorney shall serve as the as the legal adviser of the Commission. In addition to those responsibilities specifically set forth by Statute and/or by Ordinance, the Attorney shall perform such legal activities as directed by the Commission, including but not limited to the following:

1. Attendance when needed at meetings of the Board of Fire Commissioners meetings.
2. Serve as legal advisor to the Commission on all matters of Commission business.

3. Communicate with members of the Commission, Commission staff, and other agents and/or representatives of the Commission on all matters of Commission business.
4. Advise the Commission as to the form and sufficiency of all resolutions, and advise the Commission as to the sufficiency of all actions prior to their occurrence.
5. Review and approve all legal documents, contracts, deeds, documents and other instruments prior to the execution thereof by or on behalf of the Commission.
6. Render opinions in writing on any question of law submitted by the Commission with respect to their official powers or duties, or duties or the powers and duties of any officer of the Commission.
7. Supervise and direct the work of such additional attorneys and/or technical or professional assistants as the Commission may authorize for special or regular employment in or for the Commission.
8. Represent the Commission in all matters in which the Commission is a party before any division of the Superior Court of New Jersey, the Federal District Court, and such appellate courts and similar administrative tribunals.
9. File suit on behalf of the Commission in any court when so directed by the Commission.
10. With the approval of the Commission, conduct appeals from orders, decisions or judgments affecting any interest of the Commission as the Attorney may in her discretion determine to be necessary or desirable, or as directed by the Commission.
11. Subject to the approval of the Commission, have power to enter into any agreement, compromise or settlement of any litigation in which the Commission is involved.
12. Maintain a record of all actions, suits, proceedings and matters which relate to the Commission's interests and report thereon from time to time as the Commission may require.
13. Such other powers, duties and functions as may be provided by the Commission, applicable law, administrative directive, or court decision.

Term of Office: The Attorney shall serve for a one (1) year term and until the appointment and qualification of his successor.

Compensation/Expenses: The Commission hereby agrees to pay the Attorney within 30 days upon receipt of appropriate vouchers, all charges rendered pursuant to this Agreement or any modifications, additions or amendments to the Agreement, for services provided by her or a member of the Firm as herein set forth as follows:

- a. GluckWalrath LLP shall charge a blended hourly fee of \$200.00 for attorneys and \$80.00 for paralegals. The Firm will not charge for travel time and expenses to and from any Commission meetings.
- b. In addition to the above, the Firm shall be reimbursed for all out-of-pocket and travel costs such as copying or printing costs, facsimiles, messenger fees, filing fees, recording fees, court costs, transcript costs, Westlaw or other computerized legal research charges, and for all other out-of-pocket disbursements incurred in performing their responsibilities on behalf of the Commission.

Assignment of Work: Unless otherwise directed by the Commission, the Attorney may, at her discretion, assign certain appearances and projects to attorneys in her office who are members of the legal profession and are licensed as an Attorney-at-Law by the State of New Jersey, compensation for whose services shall be paid in accordance with "Compensation/Expenses" paragraph above. In addition to utilizing those attorneys in her office, the Attorney may, if so required, and at her discretion, assign certain legal projects, including litigation, to special counsel or other outside counsel as the Attorney may determine whenever the Attorney deems the interest of the Commission to require. If the Attorney should be disqualified with respect to any matter, Attorney shall have the right to appoint, with the Commission's approval, legal counsel to represent the Commission with respect to such matters.

Certification of Funds: The Commission represents that it has and will have sufficient funds available in its budget to pay the consideration to the Attorney for the services to be rendered by the Attorney to the Commission as required by the provisions of this Agreement.

Termination: The Attorney's contract with the Commission shall be deemed terminated upon action by the majority of the Commission's full governing body at the end of the term of this Agreement. However, if the Commission has failed to enter into a new Agreement with the Attorney, this contract shall remain in full force and effect to the same extent and at the same rates as provided for hereinbefore until a new contract has been entered into between the parties or until a successor has been appointed and qualified through the consent of the Commission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first referenced above.

WITNESS:

GLUCKWALRATH, LLP

By: _____
Caitlin Harney, Esq.

WITNESS:

**Board of Fire Commissioners of Fire
District No. 2, Bordentown Township**

Commissioner Christopher Parmigiani
Secretary of the Board

By: _____
Commissioner James Cann
Board Chairman