

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 19, 2020

NUMBER 204-2020

TITLE: (AMENDED)
A RESOLUTION EXTENDING AND AMENDING THE CONTRACT WITH LAMB KRETZER, LLC., 110B MEADOWLANDS PARKWAY, SUITE 201, SECAUCUS, NEW JERSEY 07094 TO HANDLE CONFLICT WORKERS' COMPENSATION AND AUTHORIZING ADDITIONAL FUNDS FOR THE CALENDAR YEAR 2020 IN THE AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00).

WHEREAS, there continues to exist a need for legal counsel specializing in the area of workers' compensation to handle conflict workers' compensation cases; and

WHEREAS, pursuant to Resolution No.139-2019, adopted on April 16, 2019, Lamb Kretzer, LLC was, and remains, a law firm authorized to represent the City, its officers and employees; and

WHEREAS, additional funds are required for attorney's fees for the continued litigation; and

WHEREAS, the agreement with Lamb Kretzer, LLC shall be extended and amended to require an additional \$50,000.00 for the calendar year 2020; and

WHEREAS, a certification of funds is not required because the payer of this agreement is the City's insurance carrier, PEJIF.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, authorize the extension of the agreement with Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094, and approves additional funds for the calendar year 2020 in an amount not to exceed fifty thousand dollars (\$50,000.00).

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Vaughn Parchment on behalf of the City Attorney

CITY ATTORNEY

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 16, 2019

NUMBER 139-2019

TITLE: A RESOLUTION RETAINING THE LAW FIRM OF LAMB KRETZER, LLC, TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN THE MATTERS OF RICHARD SAWNWICK V. THE CITY OF ORANGE TOWNSHIP, SHANTAL ATHILL V. CITY OF ORANGE TOWNSHIP, RUBEN PADILLA V. CITY OF ORANGE TOWNSHIP, LEO BARSANTI V. CITY OF ORANGE TOWNSHIP, GUY DEVINCENTIS V. CITY OF ORANGE TOWNSHIP, LITASHA WORTHEN-BARNES V. CITY OF ORANGE TOWNSHIP, MELISSA YOUNG V. CITY OF ORANGE TOWNSHIP, APRIL KOVACH V. CITY OF ORANGE TOWNSHIP, LINDA CIAVATTA V. CITY OF ORANGE TOWNSHIP, ANTHONY HOLMES V. CITY OF ORANGE TOWNSHIP, TAQUISHA KNIGHT V. CITY OF ORANGE TOWNSHIP, PAUL ARTHUR V. CITY OF ORANGE TOWNSHIP, JOHNNY HARRIS V. CITY OF ORANGE TOWNSHIP, JAMES PETRUCELLI V. CITY OF ORANGE TOWNSHIP, ANTHONY ANTONICCI V. CITY OF ORANGE TOWNSHIP, LITASHA WORTHEN-BARNES V. CITY OF ORANGE TOWNSHIP, JOHNNY HARRIS V. CITY OF ORANGE TOWNSHIP AND CLIFFORD SCOTT V. CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2019.

WHEREAS, there exists a need for the City of Orange Township to retain legal representation in the area of workers' compensation in connection with litigation, Richard Sawnwick v. The City of Orange Township, Shantal Athill v. City of Orange Township, Ruben Padilla v. City of Orange Township, Leo Barsanti v. City of Orange Township, Guy DeVincentis v. City of Orange Township, Litasha Worthen-Barnes v. City of Orange Township, Melissa Young v. City of Orange Township, April Kovach v. City of Orange Township, Linda Ciavatta v. City of Orange Township, Anthony Holmes v. City of Orange Township, TaQuisha Knight v. City Orange Township, Paul Arthur v. City of Orange Township, Johnny Harris v. City of Orange Township, James Petrucelli v. City of Orange Township, Anthony Antonicci v. City of Orange Township, Litasha Worthen-Barnes v. City of Orange Township, Johnny Harris v. City of Orange Township and Clifford Scott v. City of Orange Township; and

WHEREAS, Resolution No. 367-2018, adopted on December 18, 2018, authorized the law firm of Lamb Kretzer, LLC, to represent the City, its officers and employees; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. authorizes the award of a contract for "Professional Services" without competitive bids, and that said contract itself must be available for public inspection as set forth herein.; and

WHEREAS, a certification of funds is not required because the payer of this agreement is the City's insurance carrier, PEJIF.

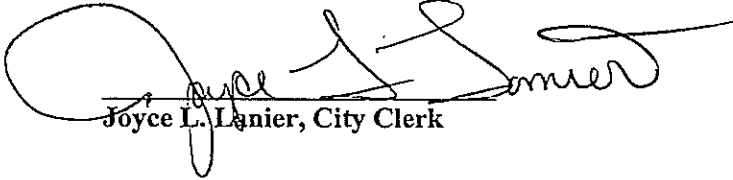
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey, as follows:

1. The Mayor be and is hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$20,000.00, with Lamb Kretzer, LLC 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094.

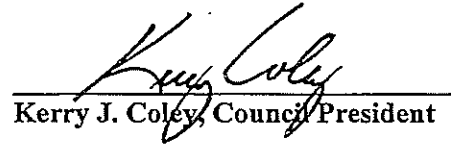

Grazia Robert Montilus

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(a) of the Local Public Contracts Law because the services in the field of law required are specialized, and require expertise in employment law generally.

Adopted: April 16, 2019



Joyce L. Lanier, City Clerk



Kerry J. Coley, Council President

RESOLUTION NO. 139-2019

REGULAR MEETING— APRIL 16, 2019

ON CONSENT AGENDA

MOTION TO ADOPT : Williams

SECOND: Summers-Johnson

YEAS: Eason, Jackson, Summers-Johnson, Williams and Council President Coley

NAYS: None

ABSTENTIONS: None

ABSENCES: Johnson, Jr. & Wooten

Taxpayer Identification# 463-396-034/000

11/15/13

Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number (listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON NJ 08646-0252

TAXPAYER NAME:

LAMB KRETZER LIMITED LIABILITY COMPANY

TRADE NAME:

ADDRESS:

1108 MEADOWLANDS PARKWAY STE 2
SECAUCUS NJ 07094

SEQUENCE NUMBER:

1895102

EFFECTIVE DATE:

11/15/13

ISSUANCE DATE:

11/15/13

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS**
Required Pursuant To Ordinance §4-70, et seq.
CITY OF ORANGE TOWNSHIP, NEW JERSEY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Lamb Kretzer, LLC

(Contractor)

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren, Esq., Mayor	
Hon. Kerry J. Coley	
Hon. Adrienne K. Wooten	
Hon. Tency A. Eason	
Hon. Christopher Jackson	
Hon. Harold J. Johnson	
Hon. Jamie Summers-Johnson	
Hon. Donna K. Williams	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
ALDO J. RUSSO	8 Crescent Rd, Mahan Park NJ
George Roselle	1039 John Glen Dr, Hillside, NJ
John Feans	961 High Mountain Ave N. Haledon NJ

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lamb Kretzer, LLC
 Signed: [Signature] Title: Partner
 Print Name: ALDO J. RUSSO Date: 12/13/18

Subscribed and sworn before me the 3rd day of Dec, 2018
[Signature]
 DONNA MANTON
 A Notary Public of New Jersey
 My Commission Expires May 24, 2021
 (Print name & title of affiant) (Corporate Seal)

AGREEMENT

THIS AGREEMENT, made this day of , 2019, by and between the **CITY OF ORANGE TOWNSHIP**, a municipal corporation of the State of New Jersey, having its principal office at 29 North Day Street, Orange, New Jersey 07050 (hereinafter referred to as "City") and Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094 (hereinafter referred to as "Counsel");

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of **City of Orange Township**, is agreeable to perform all the necessary legal matters pursuant to Resolution No. 367-2018 adopted on December 18, 2018 and Counsel is agreeable to perform such legal services for the City, as to such matters.

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

1. Lamb Kretzer, LLC. is hereby retained as Special Counsel for City of Orange Township for the following matters: worker's compensation matters and City legal matters. Counsel shall carry out all responsibilities in regard to such matters. All services shall be performed under the supervision and discretion of the City Attorney.
2. The City of Orange Township agrees to compensate Counsel for such legal services at the hourly rate of \$150.00, not to exceed Twenty Thousand (\$20,000.00) Dollars, 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 City as to form and documentation before payment will be made. All statements for services rendered will be presented to the City on a monthly basis and should be received by the City no later than the last working day of the month following the month for which the services are rendered.

3. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Insurance Fund Commission.
4. Counsel agrees to provide services to the City as an independent contractor. No services will be rendered to the City by Counsel unless authorized by the Insurance Fund Commission.
5. Counsel shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Counsel shall indemnify and hold the City harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder.
6. The failure of the City 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.
7. 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 the date of this Agreement and Lamb Kretzer, LLC, shall continue to serve in all matters assigned to him/her as to this issue prior to the end of the term to their completion.
8. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
9. 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.
10. 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.
11. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
12. During the performance of this Contract, Counsel agrees as follows:

- (a) Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Counsel 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) Counsel agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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.

CITY OF ORANGE TOWNSHIP

By: DW 1/31/20
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier 2/10/2020
Joyce Lanier, Municipal Clerk

LAMB KRETZER, LLC

By: George C Roselle III
George C. Roselle, III, Esq.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
Gracia Robert Montilus
City Attorney

CITY COUNCIL**The City of Orange Township, New Jersey**DATE December 18, 2018NUMBER 367-2018

TITLE: A RESOLUTION AUTHORIZING THE RETENTION OF THE FOLLOWING LAW FIRMS ON AN AS NEEDED BASIS: DAVID C. STANZIALE, LLC., LAMB KRETZER, LLC., THE PENNINGTON LAW GROUP, MURPHY PARTNERS, LLP., MICHAEL A. ARMSTRONG & ASSOCIATES, LLC., SCARINCI & HOLLENBECK, LLP., WEINER LAW GROUP, LLP., LAW OFFICES OF JEANETTE CALDERON-ARNOLD, ESQ., POST, POLAK GOODSSELL & STRAUCHLER, P.A., EHRLICH, PETRIELLO, GUDIN & PLAZA, P.C., PURCELL, MULCAHY & FLANAGAN, LLC., THE LAW OFFICES OF YVETTE GIBBONS, LLC. AND ERIC M. BERNSTEIN, LLC. TO PROVIDE DEFENSE COUNSEL FOR SPECIAL ENGAGEMENTS ON BEHALF OF THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES

WHEREAS, on November 15, 2018, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsel to provide legal representation to the City, its officers and employees, in connection with lawsuits filed under the New Jersey Tort Claims Act, the Conscientious Employee Protection Act (CEPA), Laws Against Discrimination (LAD), contract matters and/or challenges to governmental action, and such other areas of municipal law as may be required; and

WHEREAS, thirteen (13) law firms have submitted resumes in response to the Request for Qualifications; and

WHEREAS, the City Attorney evaluated the background and experience of each firm submitting responses to the City's Request for Qualifications; and

WHEREAS, the City Attorney recommends the law firm of David C. Stanziale, LLC., Lamb Kretzer, LLC., The Pennington Law Group, Murphy Partners, LLP., Michael A. Armstrong & Associates, LLC., Scarinci & Hollenbeck, LLP., Weiner Law Group, LLP., Law Offices of Jeanette Calderon-Arnold, Esq., Post, Polak Goodsell & Strauchler, P.A., Ehrlich, Petriello, Gudín & Plaza, P.C., Purcell, Mulcahy & Flanagan, LLC., The Law Offices of Yvette Gibbons, LLC. and Eric M. Bernstein, LLP., to serve as outside counsel by the City Attorney; and

WHEREAS, said firms will only be selected to provide legal services on an as needed basis; and

WHEREAS, all recommended firms have agreed to provide legal services at an hourly rate of \$150.00 per hour; and

WHEREAS, the City Attorney has determined that the above referenced law firms are qualified to provide the legal services as set forth above.